



City of Kingston Kingston Common Council
Meeting Agenda
Tuesday, April 3, 2018

- A CALL TO ORDER**
- B PLEDGE OF ALLEGIANCE TO THE FLAG**
- C MOMENT OF SILENCE**
- D ROLL CALL**
- E DISPENSE WITH THE READING OF THE MINUTES OF THE PREVIOUS MEETING AND APPROVE SAME AS PREPARED AND FILED BY THE CITY CLERK.**
- F DISPENSE WITH THE READING OF THE GENERAL BILLS**
- G AWARDS AND PRESENTATIONS**
- H PUBLIC SPEAKING - *A Maximum of 30 Minutes is Allotted for this Purpose***
- I CLAIMS**
- J COMMUNICATIONS**
 - J.1. Ralph Swenson Re: Tannery Brook Drainage Easements
[Committee Report for March 14, 2018.pdf](#)
[Noble_Tannery Brook Drainage_030618.pdf](#)
[Tannery Brook Alignment Washington to Linderman.docx](#)
[Tannery Brook Alignment Washington to Warren.docx](#)
[Tannery Brook Easement Alignment_Washington to Linderman.pdf](#)
[Tannery Brook Easement_Linderman to Warren.pdf](#)
 - J.2. Julie Noble, Conservation Advisory Council Re: Resolution in Support of Immediate State Agency Rule-making for Tanker-Avoidance Zones
[CAC letter to President Noble re advancing Tanker Avoidance Zone rulemaking 032318.pdf](#)
[City of Kingston-Resolution-DEC advancing rulemaking on Anchorages.pdf](#)
 - J.3. Public Works Re: 2017 Transfers for bus damage and vactor
[Transfer Bus Damage Perry's 3-20-18.pdf](#)
[Transfer Robins - Vactor 3-20-18.pdf](#)
 - J.4. Jackie DeCicco, Civil Service Re: Proposed New Law Allowing for Criminal Background Checks on Prospective Employees
[Request-for-CHRI-Access-Form.pdf](#)
[Ban The Box Resolution of 2015.pdf](#)
[Background Checks.pdf](#)
[cs scanned letter.pdf](#)
 - J.5. Westbrook Lane Storm Sewer

Suggested Action: Authorization of Funding and Execution

[Committee Report - Westbrook Lane Storm Sewer_041118.pdf](#)

[Noble_Westbrook Lane Storm Sewer Funding Request_032718.pdf](#)

[Permit 6938 UCPW.pdf](#)

[CK-171 - BID TAB.pdf](#)

[CK-171_Westbrook Lane Storm Sewer Bid Results.pdf](#)

[cont.sf.KINGSTON.Stormwater.ConstructionPhase.pdf](#)

[Recommendation of Award.pdf](#)

- J.6. Chief Brown, Fire Department Re: Amending Rules & Regulations of the Electrical Board
[20180329130013.pdf](#)
- J.7. D. Gartenstein, Asst Corporation Counsel Re: Combination of HLPC/HAC
[20180329130031.pdf](#)
- J.8. Owners, Revolution Bicycles Re: Request to Amend Loading Zone to 30 Minute Parking on Hasbrouck Ave
[20180329130048.pdf](#)
- J.9. Christopher & Eleni Dedovich Re: Right of Way Access to property at 26-66 Elm Street
[20180329130110.pdf](#)
- J.10. Allen Winchell, WWTF Re: Budget Tranfer Request
[20180329130135.pdf](#)
- J.11. Kevin Bryant, Corporation Counsel Re: Met Life Park
[20180329130208.pdf](#)

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

L REPORT OF THE COMMITTEES

- L.1. April 2018 Proposed Legislation - Revised
[April 2018 Proposed Legislation.pdf](#)

M LOCAL LAWS

- M.1. First Reading of Proposed Local Law 3 of 2018
[Proposed Local Law 3 of 2018.pdf](#)
- M.2. Second Reading and Vote on Proposed Local Law 2 of 2018
[Proposed Local Law 2 of 2018.pdf](#)

N ADJOURNMENT

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 Engineering DATE March 9, 2018

Description: Tannery Brook Drainage improvements are needed between Washington Avenue and Warren Street. Prior to starting work easements must be secured. There is a need for survey work to adequately describe 8 easements at a cost of approximately \$6,500.

_____ Request authorization to secure the required easements at a cost of \$6,500.

_____ Requested funding of \$6,500 shall be provided through a transfer of funds from Contingency to 1440.411 Engineering Consultants.

Estimated Financial Impact \$6,500.00 Signature 

Motion by _____

Seconded by _____

Action Required:

SEQRA Decision:

Type I Action _____

Type II Action _____

Unlisted Action _____

Negative Declaration of Environmental Significance: _____

Conditioned Negative Declaration: _____

Seek Lead Agency Status: _____

Positive Declaration of Environmental Significance: _____

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

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



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

Steven T. Noble, Mayor

March 6, 2018

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

RE: Tannery Brook Drainage

Dear President Noble:

As you know, the Tannery Brook is an important drainage conduit serving a large segment of the City of Kingston. Improvements to the channel have been made over the years to improve channel capacity in conjunction with needed sanitary sewer improvements, and stand-alone flooding abatement efforts. There remain two unimproved segments of the Tannery Brook, the portion between Washington Avenue and Warren Street, and that portion upstream of Hewitt to the Linderman Avenue crossing. At this time we are focused upon the portion between Washington Avenue and Warren Street for two reasons, first, this area is prone to flooding due to a lack of hydraulic capacity, and second, the sanitary sewer between Linderman Avenue and Warren Street is the sole remaining length of the Tannery Brook Sanitary Sewer yet unimproved, running parallel to and in close proximity to the Tannery Brook.

In addition, we will once again be applying for funding under the NYS Bridges and Culverts Grant Program; these easements are a necessary component that will allow for this work to proceed.

I have recently requested property easements for the properties impacted by the Tannery Brook and Tannery Brook Sanitary Sewer through our Corporation Counsel's Office, and in an effort to support that request, have requested survey documentation from local surveyors. Initial estimate for the survey work is \$6,500.00.

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 Committee
John Tuey, Comptroller



Tannery Brook Alignment between Washington Avenue and Linderman Avenue

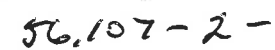


Tannery Brook Alignment between Washington Avenue and Warren Street



④

56.107-





**City of Kingston
Conservation Advisory Council
420 Broadway Kingston, NY 12401
(845) 481-7339**

March 23, 2018

James Noble
Common Council President
420 Broadway
Kingston, NY 12401

Dear President Noble,

As you know, the City of Kingston Common Council adopted Resolution #214 of 2016, which was a Memorializing Resolution opposing the adoption of the US Coast Guard Proposed Rule 2016-0132, in which the City of Kingston opposed the establishment of new barge anchorages on the Hudson River. The Kingston CAC applauds the Common Council for taking this action.

Since that time, the State has passed the Tanker Avoidance Bill (A.6825a/S.5197b) into law. This legislation entitled the NYS DEC to issue guidance on anchorages, but no enforcement was established.

The Kingston CAC would like to recommend that the Common Council take the next step to request the DEC advance the rulemaking process to establish Tanker Avoidance Zones for petroleum-bearing vessels, consistent with the considerations in the new law.

Thereby, the Kingston CAC has been working with Scenic Hudson to develop a new draft Resolution for the Common Council to consider which requests the DEC to advance the rulemaking process.

We have attached a draft resolution for your consideration.

Sincerely,

Kingston Conservation Advisory Council

Betta Broad
Lorraine Farina
Emilie Hauser
Lynn Johnson
Kevin McEvoy
Julie Noble
Casey Schwarz

Resolution in Support of Immediate State Agency Rule-making for Tanker-Avoidance Zones

WHEREAS, in 2016 the U.S. Coast Guard proposed establishing new anchorage grounds along the Hudson River between Yonkers and Kingston; and

WHEREAS, Governor Cuomo signed A.6825a/ S.5197b into law and positioned New York State to continue to fulfill its responsibility to the Hudson River and its communities from the many potential dangers presented by oil-carrying vessels¹ on the Hudson River and the proposed additional barge and ship anchorage grounds; and

WHEREAS, the federal government and New York State share concurrent jurisdiction over the Hudson River, and as long as action by the State is not inconsistent with existing federal regulation and does not unreasonably burden interstate commerce, New York has significant authority to regulate navigable waters like the Hudson when the State's interest warrants special precautionary measures; and

WHEREAS, it remains a top priority of the City of Kingston to prevent any new anchorage grounds in the Hudson River from being sited at locations where they pose a clear and direct threat to the environment, quality of life, human health and safety, and regional economic development goals of the Hudson Valley; and

WHEREAS, the City of Kingston is home to the Rondout Harbor, Kingston Point Beach and Park, and has identified its natural resources including near shore habitat in the Hudson River and Rondout Creek, including migratory fish habitat, submerged aquatic vegetation, Significant Coastal Fish and Wildlife Habitat and globally rare tidal freshwater wetlands, as well as views of the Hudson River and its eastern shores, and recreational assets including one of the only public swimming beaches on the Hudson and boating access in direct proximity, the integrity of which would be threatened by the establishment of new barge anchorage grounds; and

WHEREAS, the City of Kingston has documented its concerns about the anchoring of petroleum-carrying tankers, including disrupting the economic vitality of the waterfront, endangering our neighbors' drinking water supplies, damaging fish habitat and detracting from scenic beauty and quality of life along the river (see Resolution 214 of 2016); and

WHEREAS, the USCG recently conducted two Ports and Waterways Safety Assessment (PAWSA) workshops for the stretch of the Hudson River between the Tappan Zee Bridge and the Port of Albany, and a recommendation to establish new anchorage grounds was discussed and could be part of the USCG's PAWSA report; and

WHEREAS, New York State has secured important victories that have been essential to public health, the environment and the economy of the state, including the administration's support for the Environmental Protection Fund, the ban on hydraulic fracturing, increasing funding for the state's Oil Spill Response Fund, and issuance of water quality permit decisions relating to energy development and transport have been among these many accomplishments; and

WHEREAS, the new law gives the Department of Environmental Conservation the

ability to establish areas of the Hudson River where it shall be unlawful for petroleum-bearing vessels to enter, move or anchor; now therefore be it

RESOLVED that the City of Kingston Common Council requests that DEC Commissioner Seggos immediately advance a rulemaking process to establish Tanker Avoidance Zones for petroleum-bearing vessels, implementing the strongest possible regulations allowed under the law; and be it further

RESOLVED that the City Clerk of the City of Kingston, New York be hereby authorized and directed to send a copy of this resolution to the Hon. Andrew M. Cuomo, Governor of the State of New York; the Hon. Basil Seggos, Commissioner of the Department of Environmental Conservation, the Hon. George A. Amedore Jr., the Hon. Kevin Cahill, and to such other persons as the City Clerk, in her discretion, may deem proper in order to effectuate the purpose of this resolution.

The Honorable Andrew M. Cuomo
Governor of New York State
Capitol Building Albany, NY 12224.

DEC's Bureau of Public Outreach:
public@dec.ny.gov
Basil Seggos, Commissioner
New York State Department of
Environmental Conservation
625 Broadway, Albany, NY 12233-1010
518-402-8540 | basil.seggos@dec.ny.gov

Assemblyman Kevin Cahill
1 Albany Ave # G4, Kingston, NY 12401

Senator George A. Amedore, Jr.
721 Broadway, Suite 100. Kingston , NY
12401 amedore@nysenate.gov

ⁱ "Petroleum-bearing vessel" means any vessel transporting petroleum in commercial quantities as cargo or any vessel constructed or adapted for the carriage of petroleum in bulk;

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

Joseph A. Chenier, Superintendent



Steven T. Noble, Mayor

March 12, 2018

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

Dear President Noble;

Attached please find a transfer request to move funds from a revenue account to expense account to cover the repairs of one of our buses. The bus sustained damage during a towing process. The vendor's insurance company has reimbursed us for the parts and labor. This transfer will enable us to pay for the associated expenses.

Your assistance in this matter is greatly appreciated.

Sincerely,

Joseph A. Chenier
Superintendent Public Works

Cc: Comptroller John Tuey
Transit Supervisor, Toni Roser

FINANCE AND ECONOMIC DEVELOPMENT

COMMITTEE REPORT

Internal Transfer	<u>XX</u>	Contingency Transfer	
Transfer		Authorization	
Budget Modification		Bonding Request	
Claims	<u>Zoning</u>	Other	

Department: *Public Works* **Date:** *March 12, 2018*

2017 YEAR END TRANSFERS

A1 **Transfer To:** **G1** **Transfer From:**

5630 14 5444	Bus Vehicle Maintenance	3,122.46	5630 22 42680	Bus Insurance Recovery	3,122.46
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Damage to Citibus during towing. Reimbursement from vendor's insurance company to cover parts and labor

Estimated Financial Impact _____ Signature _____

Motion By _____

Seconded By _____

Action Required _____

SEQRA Decision:

Type I Action _____

Type II Action _____

Unlisted Action _____

Negative Declaration of Environmental Significance _____

Conditioned Negative Declaration _____

Seek Lead Agency Status _____

Positive Declaration of Environmental Significance _____

Committee Vote	Yes	No
Douglas Koop, Ward 2 Chairman		
Reynolds Scott-Childress, Ward 3		
Tony Davis, Ward 6		
Patrick O'Reilly, Ward 7		
Steven Schabot, Ward 8		

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

Joseph A. Chenier, Superintendent



Steven T. Noble, Mayor

March 12, 2018

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

Dear President Noble;

Attached please find a transfer request for the purchase of a new vector truck for the Sewer Department. Also funds will be transferred from Public Works to the Parks Department to cover the transfer of a laborer to this Department.

Your assistance in this matter is greatly appreciated.

Sincerely,

Joseph A. Chenier
Superintendent Public Works

Cc: Comptroller John Tuey

FINANCE AND ECONOMIC DEVELOPMENT

COMMITTEE REPORT

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

Department: *Public Works* **Date:** *March 12, 2018*

2017 YEAR END TRANSFERS

G1	Transfer To:		G1	Transfer From:	
8121 12 5211	Sewer Other Equipment	10,602.00	1990 14 5404	Sewer Contingency	10,602.00

Purchase of new vector truck for Sewer Department

Estimated Financial Impact _____ Signature _____

Motion By _____

Seconded By _____

Action Required _____

SEQRA Decision:

Type I Action _____

Type II Action _____

Unlisted Action _____

Negative Declaration of Environmental Significance _____

Conditioned Negative Declaration _____

Seek Lead Agency Status _____

Positive Declaration of Environmental Significance _____

Committee Vote	Yes	No
Douglas Koop, Ward 2 Chairman		
Reynolds Scott-Childress, Ward 3		
Tony Davis, Ward 6		
Patrick O'Reilly, Ward 7		
Steven Schabot, Ward 8		

FINANCE AND ECONOMIC DEVELOPMENT

COMMITTEE REPORT

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

Department: **Public Works**Date: **March 12, 2018**

2017 YEAR END TRANSFERS

A1	Transfer To:		A1	Transfer From:	
7110 11 5101	Parks Regular Pay	34,019.00	8164 11 5101	DPW Recycling Regular Pay	34,019.00
7110 14 5471	Parks Contracted Service	480.00	1490 14 5472	DPW Admin Contracted Service	330.00
			1490 18 5834	DPW Uniform Allowance	150.00
	<i>Total</i>	34,499.00		<i>Total</i>	34,499.00

Funds for transfer of Bart Robins from Public Works to Parks and Recreation

Estimated Financial Impact _____ Signature _____

Motion By _____

Seconded By _____

Action Required _____

SEQRA Decision:

Type I Action _____

Type II Action _____

Unlisted Action _____

Negative Declaration of Environmental Significance _____

Conditioned Negative Declaration _____

Seek Lead Agency Status _____

Positive Declaration of Environmental Significance _____

Committee Vote	Yes	No
Douglas Koop, Ward 2 Chairman		
Reynolds Scott-Childress, Ward 3		
Tony Davis, Ward 6		
Patrick O'Reilly, Ward 7		
Steven Schabot, Ward 8		



Division of Criminal Justice Services

Request for Access to Criminal History Record Information

Access to criminal history record information maintained by the New York State Division of Criminal Justice Services (DCJS) for employment or licensing is permitted only if there is a state law, federal law, or local law of a New York State village, town, city or county that specifically authorizes a fingerprint-based criminal history record background check.

Requesting Agency: _____

Contact Name: _____

Address: _____

Phone Number: _____

E-mail Address: _____

1. Nature of request (please check all that apply):

- ☐ Fingerprint submission for background check of applicants for employment/licensing
- ☐ Legal review of proposed local law to determine whether it is sufficient to allow access to criminal history
- ☐ Access to criminal history through the eJusticeNY Integrated Justice Portal
- ☐ Limited Peace Officer access. Peace officers may access wanted and missing information maintained by DCJS for the purpose of making inquiries; and, with the permission of the State Police, also may access Department of Motor Vehicle non-photo license and registration information. In order to apply for this access, entities or agencies that employ peace officers must provide:

The ordinance or statute that created the agency or entity;

The ordinance or statute that authorizes the agency/entity's peace officers to have arrest powers; and

A statement on agency/entity letterhead, signed by an authorized official, indicating the agency/entity is a criminal justice agency as defined in 28 Code of Federal Rules (CFR) Section 20.3 (g) (2); and verifying that more than 50 percent of the peace officers' time is devoted to the administration of criminal justice as defined in 28 CFR Section 20.3 (b).

2. State or local statute or federal statute or federal regulation authorizing criminal history access (please describe and attach law or regulation):

3. Is access to federal criminal history record information maintained by the Federal Bureau of Investigation (FBI) requested? Please note that this is not applicable to local laws.

☐ Yes ☐ No

If yes, please describe and attach a copy of the state statute or federal statute or federal regulation authorizing access to federal criminal history record information maintained by the FBI.

Please note: Local governments should follow the guidelines below in drafting a local law that will be sufficient to allow the agency to submit non-criminal applicant fingerprint inquiries to DCJS. A local law must contain:

- The specific license type/job title for which fingerprinting is required;
- A provision stating that fingerprints and any applicable fees must be submitted to DCJS in the form and manner prescribed by DCJS;
- The municipal agency and the title of the staff that will be responsible for reviewing the criminal history record information; and
- A provision stating that if a prospective applicant has been convicted of a crime, any decision regarding such prospective applicant's fitness for a license must be made upon consideration of New York State Correction Law §§701-703-b and §§751-753. Correction Law §§701-703-b provides for certificates of relief from disability and certificates of good conduct, and §§751-753 sets forth New York's public policy to encourage the licensure and employment of persons previously convicted of one or more criminal offenses and factors that should be considered in making hiring determinations.

Proof of filing of such local law with the New York Department of State must also be submitted along with request for consideration of local law. If an agency or entity seeks a review a local law prior to enactment by a local government, this proof of filing requirement does not apply.

Please direct any questions about these requirements to the DCJS Office of Legal Services at dcjslegalservices@dcjs.ny.gov or (518) 457-8413.

Submit Form

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK,
REMOVING QUESTIONS OF CRIMINAL HISTORY FROM THE CITY OF KINGSTON
CIVIL SERVICE APPLICATION

Sponsored By: Laws & Rules/Cable Committee:

Aldermen: Will, Dawson, Carey, Schabot, Brown

WHEREAS, many employment applications, including the City of Kingston, include questions "Have you ever been convicted of any crime (felony or misdemeanor)?" and "Are you now under charges for any crime?"; and

WHEREAS, such questions often discourage rehabilitated individuals from seeking employment for fear that answering honestly will preclude the possibility of even being interviewed; and

WHEREAS, removing the questions from the employment application would not preclude the employer from asking in a job interview the questions above cited, nor would removing the question preclude the employer from conducting a background check on the individual; and

WHEREAS, when someone in the past has been convicted or pled guilty to a felony or misdemeanor, they should have the opportunity to demonstrate to the employer, once given the chance in an interview, that they are and have been law abiding and deserve consideration, if qualified, for the employment opportunity; and

WHEREAS, the United States as a result of its "War on Drugs" has one of the highest rates and levels of felony and misdemeanor convictions; and

WHEREAS, these convictions are often for nonviolent crimes; and

WHEREAS, returning persons convicted of felonies and misdemeanors to the workforce is an effective measure to prevent recidivism; and

WHEREAS, removing the questions cited above does not compromise the health, safety and welfare of the people of the City of Kingston, New York.

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

SECTION-1. That the questions cited above shall be removed from the City of Kingston's employment application.

SECTION-2. Details of costs and procedure for application and interview background checks to be determined upon the passage of this resolution.

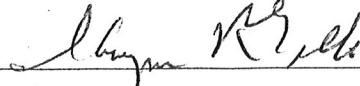
SECTION-3. This resolution shall take effect immediately.

Submitted to the Mayor this 2nd day of
September 2015


Carly Williams, City Clerk

Adopted by Council on September 2015

Approved by the Mayor this 3rd day of
September, 2015


Shayne R. Gallo, Mayor

A Local Law Requiring Criminal Background Checks of Prospective Applicants
for Employment with The City of Kingston

SECTION I. LEGISLATIVE INTENT AND PURPOSE

1. This Common Council finds and determines that it would promote the safety of the people of the City of Kingston and the security of City property to investigate the character of prospective applicants for employment with the City of Kingston by reviewing such applicants' criminal history report.
2. This Common Council further finds and determines that the New York State Division of Criminal Justice Services is capable of conducting fingerprint-based searches of the criminal history reports it maintains but that it requires either statute or local law to grant it authority to conduct fingerprint and criminal history checks. Subdivision 8-a of Section 837 of the New York State Executive Law authorizes the New York State Division of Criminal Justice Services to charge a fee when, pursuant to statute, it conducts a search of its criminal history records and returns a report thereon in connection with an application for employment.
3. This Common Council further finds that the office of the City of Kingston Civil Service Office performs the duties of a municipal civil service commission of the City of Kingston pursuant to the terms of Section 15 of the New York State Civil Service Law; and the City of Kingston Civil Service Department administers civil service law with respect to offices and employment in the classified service of such city pursuant to Section 17 of Civil Service Law; and the City of Kingston Commission, pursuant to section 50 of the New York State Civil Service Law, is directed to ascertain the fitness of applicants for positions in the competitive class of the civil service and may refuse to examine an applicant, or may refuse to certify an eligible, who has been guilty of a crime. In addition, the City of Kingston Civil Service Commission is responsible for the administration of personnel matters for with respect to offices and employment in the unclassified service of such city.
4. This Common Council finds that the City of Kingston Police Chief or his/her Lieutenants or designees have the equipment and expertise to prepare and process fingerprints.
5. Accordingly, the purpose of this Local Law is to provide authority for fingerprinting and criminal history record checks of prospective employees of the City of Kingston where such authority does not exist by statute or any other state or federal law, the same of which shall be administered by and/or through the office of the Kingston Civil Service Commission with the assistance of the Kingston Police Chief.

SECTION II. CLASSIFICATIONS OF EMPLOYEES SUBJECT TO FINGERPRINTING AND BACKGROUND CHECKS

1. All prospective employees shall be subject to fingerprinting and background checks who are candidates for the following positions for city service as set forth in the City of Kingston Civil Service Rules: (a) All positions which are, now or in the future, designated as classified service in the competitive class, non-competitive class, labor class, and exempt class; (b) All positions which are, now or in the future, designated as unclassified service except those designated as elected officials, Commissioners, City Treasurer, Corporation Counsel, Special City Judge, and City Clerk.

SECTION III. FINGERPRINTING AND CRIMINAL HISTORY REVIEW AS A CONDITION OF EMPLOYMENT
WITH THE CITY OF KINGSTON

A Local Law Requiring Criminal Background Checks of Prospective Applicants
for Employment with The City of Kingston

1. The City of Kingston Civil Service Commission shall be responsible for the administration of this local law and shall adopt policies and procedures for the purpose of performing fingerprinting and criminal history review of prospective employees of the City of Kingston who are subject to background checks and fingerprinting.
2. The City of Kingston Civil Service Commission shall enter into an agreement with the New York State Division of Criminal Justice Services to receive the criminal history reports of prospective applicants for employment in the civil service of the City of Kingston. Subsequent to the effective date of the agreement referred to above, all prospective applicants for employment within the classes of the civil service of the City of Kingston as set forth in this local law shall be fingerprinted for the purpose of procuring a criminal history report from the New York State Division of Criminal Justice Services.
3. In order to determine the kind of past conduct which may preclude a person from employment with the City of Kingston, the following criteria shall aid in determination:
 - a) Whether the person has been convicted of any offense denominated a felony or misdemeanor by and in violation of the laws of the United States or any of its territories or possessions, or another state or of the State of New York or any political subdivision of this state.
 - b) Whether a person has been found by any court or administrative tribunal of the United State of any of its territories or possessions, or another or of the State of New York or any political subdivision of this state to have practiced any fraud, deceit or misrepresentation in the conduct of any occupation, business or profession.
4. The criteria set forth in Subsection 3 of this section shall constitute sufficient legal basis for obtaining the criminal history of said person.
5. Fingerprint cards for all prospective employees shall be prepared by the Kingston Police Department together with any applicable fee to be paid by the prospective employee. The appointing authority may waive the applicable fee for any prospective employee; and in that event, the fee shall be paid by the City and be chargeable against the respective Department's Budget. The fingerprint card and applicable fee will be delivered to the City of Kingston Civil Service Office who shall forward same to New York State Division of Criminal Justice Services for processing.
6. The criminal history record processed by New York State Division of Criminal Justice Services concerning prospective employees shall be submitted to the City of Kingston Police Chief or his/her designee, **Civil Service Commission**, or his/her designee, for review by the City of Kingston Civil Service Office and the appointing authority of the prospective employee for review and consideration of the contents of those records and a decision regarding the candidate's fitness for the position applied for.
7. If a candidate has been convicted of a felony and/or a misdemeanor, any decision regarding such candidate's fitness for a position must be made on a case-by-case review of the factors contained in Article 23-A, Sections 751, 752 and 753 of the New York State Corrections Law.

SECTION IV. EFFECTIVE DATE

1. This local law shall take effect immediately and shall remain in effect until otherwise suspended or revoked.

CITY OF KINGSTON
Municipal Civil Service Commission

jdecicco@kingston-ny.gov

Jackie DeCicco, Executive Secretary
Robin Kimble, Benefits Account Clerk



Bernice Arra, Chairperson
Audrey Kithcart, Commissioner
Susan Wallace, Commissioner

James Noble
Alderman-at-Large
420 Broadway
Kingston, NY 12401

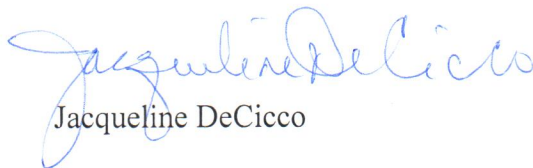
Dear Jim,

In 2015 the Common Council passed Resolution 186 of 2015 to "Ban the Box" on the employment applications where we can no longer ask the questions regarding criminal activity. At the same time there was a budget transfer made to cover the cost of fingerprinting. We also included language on the application indicating the Resolution and conducting criminal background checks on prospective employees. We have now learned that New York State Department of Criminal Justice requires a local law to be passed in order for them to conduct and provide the background information on any potential new hires other than Police Officers.

I respectfully ask that the Common Council review the attached documents pertaining to a local law allowing all prospective employees be subject to a criminal background check. Whereas not all positions will require a criminal background check I feel the language provided in the attached law will allow the City to conduct criminal background checks on any employee who may be exposed to financial, confidential or operating equipment impacting our water supply.

I thank you for your time and attention to this matter and I am available to answer any questions or attend any meetings pertaining to this topic.

Sincerely,


Jacqueline DeCicco

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 March 27, 2018

Description: Westbrook Lane Storm Sewer (CK-171) Bids were received on Thursday, March 22, 2018. The apparent low bidder was Arold Construction Co., Inc. of Kingston, NY, at \$238,375.00

Request is made for funding (bonding) in the amount of \$265,000 to cover construction, inspection and administration of the project.

Request is also made for authorization of the Mayor to execute all necessary documents associated with the project.

Estimated Financial Impact \$265,000

Signature Ralph Swenson



Motion by _____

Seconded by _____

Action Required:

SEQRA Decision:

Type I Action _____

Type II Action _____

Unlisted Action _____

Negative Declaration of Environmental Significance: _____

Conditioned Negative Declaration: _____

Seek Lead Agency Status: _____

Positive Declaration of Environmental Significance: _____

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

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



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

Steven T. Noble, Mayor

March 27, 2018

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

RE: Westbrook Lane Storm Sewer (CK-171)
Recommendation of Award

Dear President Noble:

Following up upon my January 18, 2018 correspondence regarding the periodic flooding of the Herzog Lumber Yard adjacent to the Kingston Plaza, bids were received on Thursday, March 22, 2018. The apparent low bidder was Arold Construction Co., Inc. of Kingston, NY, at \$238,375.00.

Attached are a Bid Tabulation and Letter of Recommendation for Contract Award by Dennis Larios, P.E. for your review and consideration to supplement my previous communication. In addition, also attached is a proposal from Brinnier & Larios, P.C. for contract services in the amount of \$16,500.

I request bonding in the amount of \$265,000, which includes the full contract amount plus \$10,125 (4.3%) for contingency and \$16,500 for contract administration and periodic on-site inspection.

Respectfully Submitted,

Ralph Swenson
City Engineer

Cc: Steven T. Noble, Mayor
Douglas Koop, Chairman, Finance and Audit Committee
John Tuey, Comptroller
Joe Chenier, Superintendent of Public Works
Kevin Bryant, Corporation Counsel



PERMIT # 6938

This Permit is hereby issued this 22th day of March, 2018, and is agreed to by and between the County of Ulster, a municipal corporation and a county of the State of New York, with principal offices at 244 Fair Street, Kingston, New York 12401 (the "County"), and the City of Kingston, having its principal offices at 420 Broadway, Kingston New York 12401 (the "Permittee").

WHEREAS, the Permittee has requested access to a portion of the County's Ulster & Delaware railroad right-of-way in the City of Kingston for the purposes of repairing a municipal sewer line; and

WHEREAS, the County is willing to grant the Permittee access to the right-of-way for the requested purposes.

NOW THEREFORE, in consideration of the promises and the covenants set forth below, the Permittee and the County hereby agree as follows:

1. The County hereby grants a Permit (the "Permit") to the Permittee, its employees, agents, contractors and subcontractors, to access the County's Ulster & Delaware railroad right-of-way between Westbrook Lane and the intersection of Schwenk Drive, Fair Street, and Clinton Avenue in the City of Kingston as further identified in Schedule A of this Permit, for the purpose of repairing its sewer line.
2. The Permittee, its employees, agents, and subcontractors shall perform the work in a manner determined to be the most expeditious and effective, while still providing for the safety of those performing the work and others at the site. The Permittee must utilize appropriate safety equipment on County property to facilitate the safe passage of its employees, agents, contractors and subcontractors, pedestrians, cyclists, and vehicular traffic over the County property.
3. The Permittee, as well as contractors and subcontractors of the Permittee, shall provide the County with certificates of insurance as required in Schedule B, which is attached hereto and is hereby made a part of this Agreement.
4. The Permittee will defend, settle, and without limitation satisfy any judgment against it and/or the County in connection with all claims and/or litigation filed against it by all entities and individuals for injuries and/or property damage related to the Permittee's activities in the County right of way.
5. The Permittee shall indemnify and save the County harmless from any claim, judgment, and/or cause of action resulting from injury or damage to third parties and/or property resulting from the acts, negligence and/or willful misconduct of the Permittee or its employees, agents, contractors and/or subcontractors in conducting the work on the County right-of-way, provided further only to the extent that such loss is only directly attributable to such conduct.
6. The drainage, sewer or water pipes or appurtenances which are laid under this permit shall be so placed as to not interrupt or interfere with public travel upon the highway or operation of the railroad; and every drainage, sewer or water pipes must be placed at least four (4) feet below and in such a manner as in no way to interfere with the macadam, track, shoulders or drainage ditches of the highway/railroad and upon the completion of the work the highway shall be left in good condition as before the work was performed and to be done to the entire satisfaction of the County's Commissioner of Public Works.
7. It is understood by the Permittee that any installation made under this permit does not in any way become the responsibility of the County and should it be necessary to relocate same due to reconstruction of the highway/railroad such relocation will be made at the expense of the applicant or his assigns.
8. It is agreed by the Permittee that any injury or disturbance of the macadam portion of the highway, railroad, its shoulders or drainage ditches which may occur hereafter by reason of the laying of said drainage, sewer or water pipes and their appurtenances shall be repaired by and at the expense of the Permittee to the satisfaction of the County's Commissioner of Public Works.

9. The County's Commissioner of Public Works may, upon the failure of the Permittee to comply with any of the conditions contained herein, revoke this permit and remove any pipes, or hydrants, or other appurtenances which may have been placed in the right-of-way under this permit.
10. Work under this permit to be commenced within thirty days from date of permit and continued in an expeditious manner.
11. If requested by the County Commissioner of Public Works the Permittee shall submit a detailed plan of structure to be built, with a description of proposed method of construction.

IN WITNESS WHEREOF, the parties have executed this Permit on the date herein below set forth.

By: 
Name: JOSEPH A. CHENIER
Title: Superintendent
Date: 3/19/18

COUNTY OF ULSTER
By: 
Name: Thomas Jackson
Title: Commissioner
Date: 3/22/18



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/16/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marshall & Sterling, Inc. 103 Executive Dr., Suite 101 New Windsor NY 12553		CONTACT NAME: Susan Bell PHONE (A/C, No, Ext): (845) 567-1000 FAX (A/C, No): (845) 567-1030 E-MAIL ADDRESS: sbell@marshallsterling.com	
INSURED City of Kingston 420 Broadway Kingston NY 12401		INSURER(S) AFFORDING COVERAGE INSURER A: US Specialty Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 29599	

COVERAGES**CERTIFICATE NUMBER:** CL1762136699**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATION MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:			CPKG80820007	6/25/2017	6/25/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/OP AGG \$ 3,000,000 CO01 \$ 1,000,000
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS			CPKG80820007	6/25/2017	6/25/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 1,000,000
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB DED ☒ RETENTION \$ 100,000 OCCUR CLAIMS-MADE			CPKG80820007	6/25/2017	6/25/2018	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N N/A						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Public Risk Prof Liability			CPKG80820007	6/25/2017	6/25/2018	Per Occurrence/Aggregate 1,000,000
A	Sexual Abuse & Molestation			CPKG80820007	6/25/2017	6/25/2018	Per Occurrence/Aggregate 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

County of Ulster is provided additional insured status when required by written contract or agreement per endorsement PKGLI0040(2006) with respect to the City's permit request for access to a portion of the County's Ulster & Delaware railroad for Right of Way work during the Sewer replacement.

CERTIFICATE HOLDER**CANCELLATION**

County of Ulster
PO Box 1800
Kingston, NY 12401

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Kevin Viana/SBELL

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CONTRACT NO. CK-171 - GENERAL CONSTRUCTION
STORM SEWER REPLACEMENT
CITY OF KINGSTON, ULSTER COUNTY, NEW YORK

BID TABULATION
BRINNIER AND LARIOS, P.C.

Bid Date: Mach 22, 2018 - 2:00 PM

				Arold Construction Co., Inc. 51 Powder Mill Bridge Rd. Kingston, NY 12401		H. Osterhoudt Excavating 11Spring Street Ellenville, NY 12428		Sun Up Enterprises, Inc. 1607 Route 376 Wappingers Falls, NY 12590		Hubbell Inc. P.O. Box 664 Margaretville, NY 12455		Roehrs Construction, Inc. P.O. Box 406 Clintondale, NY 12515	
Item No.	Quantity	Unit	Description of Work	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	1	LS	Maintenance & Protection of Traffic	\$ 10,000.00	\$ 10,000.00	\$ 8,250.00	\$ 8,250.00	\$ 23,585.00	\$ 23,585.00	\$ 2,000.00	\$ 2,000.00	\$ 10,245.00	\$ 10,245.00
2	1	LS	Site Prep., Maintenance & Restoration	\$ 20,000.00	\$ 20,000.00	\$ 32,462.00	\$ 32,462.00	\$ 19,700.00	\$ 19,700.00	\$ 25,000.00	\$ 25,000.00	\$ 42,210.00	\$ 42,210.00
3	4	Each	Precast Concrete Manholes	\$ 8,000.00	\$ 32,000.00	\$ 8,200.00	\$ 32,800.00	\$ 4,300.00	\$ 17,200.00	\$ 10,000.00	\$ 40,000.00	\$ 8,800.00	\$ 35,200.00
4	605	LF	18" Dia. PVC Storm Sewer	\$ 115.00	\$ 69,575.00	\$ 109.00	\$ 65,945.00	\$ 140.00	\$ 84,700.00	\$ 105.00	\$ 63,525.00	\$ 338.00	\$ 204,490.00
5	1	LS	County RR Crossing in 30 inch Steel Carrier Pipe	\$ 60,000.00	\$ 60,000.00	\$ 70,532.00	\$ 70,532.00	\$ 75,000.00	\$ 75,000.00	\$ 98,900.00	\$ 98,900.00	\$ 57,000.00	\$ 57,000.00
6	140	CY	Pavement Subbase	\$ 40.00	\$ 5,600.00	\$ 39.00	\$ 5,460.00	\$ 54.00	\$ 7,560.00	\$ 75.00	\$ 10,500.00	\$ 44.00	\$ 6,160.00
7	75	Tons	Asphaltic Concree Base Course	\$ 250.00	\$ 18,750.00	\$ 160.00	\$ 12,000.00	\$ 257.00	\$ 19,275.00	\$ 180.00	\$ 13,500.00	\$ 110.00	\$ 8,250.00
8	45	Tons	Asphaltic Concrete Top Course	\$ 250.00	\$ 11,250.00	\$ 160.00	\$ 7,200.00	\$ 260.00	\$ 11,700.00	\$ 190.00	\$ 8,550.00	\$ 110.00	\$ 4,950.00
9	60	CY	Select Backfill	\$ 20.00	\$ 1,200.00	\$ 36.50	\$ 2,190.00	\$ 54.00	\$ 3,240.00	\$ 49.00	\$ 2,940.00	\$ 30.00	\$ 1,800.00
			TOTAL AMOUNT BASE BID		\$ 228,375.00		\$ 236,839.00		\$ 261,960.00		\$ 264,915.00		\$ 370,305.00
			ALLOWANCE		\$ 10,000.00		\$ 10,000.00		\$ 10,000.00		\$ 10,000.00		\$ 10,000.00
			TOTAL AMOUNT BID		\$ 238,375.00		\$ 246,839.00		\$ 271,960.00		\$ 274,915.00		\$ 380,305.00

DENNIS M. LARIOS, P.E.
Lic. No. 58747

CHRISTOPHER J. ZELL, L.L.S.
Lic. No. 49629

BRINNIER and LARIOS, P.C.
PROFESSIONAL ENGINEERS & LAND SURVEYORS
67 MAIDEN LANE
KINGSTON, NEW YORK 12401
—
TELEPHONE (845) 338-7622
FAX (845) 338-7660

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SUPERVISION
CONSULTING SERVICES

SUBDIVISIONS
TITLE SURVEYS
TOPOGRAPHIC SURVEYS

CONTRACT CK-171

STORM SEWER REPLACEMENT

CITY OF KINGSTON

ULSTER COUNTY, NEW YORK

Thursday, March 22, 2018 - 2:00 PM

NAME & ADDRESS OF CONTRACTOR	TOTAL AMOUNT BID (includes \$10,000.00 Allowance)	BID BOND	CERT. CHECK
Advanced Enterprise Concrete & Excavation 40 Mullens Lane Saugerties, NY 12477			
Amity Construction Corp. 24 Haviland Road Poughkeepsie, NY 12601			
Arold Construction Co. 51 Powder Mill Bridge Kingston, NY 12401	\$ 238,375.	✓	
Bast Hatfield Construction, LLC 1399 Crescent Vischer Ferry Rd, Suite 2 Clifton Park, NY 12065			
Bellamy Construction Co. 6684 Amsterdam Road Scotia, NY 12302			
Evergreen Mountain Contracting 25 Evergreen Mountain Rd Westkill, NY 12491			
Friedlander Construction 171 Main Street New Paltz, NY 12561			
Green Meadows Enterprises, Inc. 1061 Plains Road Wallkill, NY 12589			
Hubbell, Inc. P.O. Box 664 Margaretville, NY 12455	\$274,915.	✓	
Merritt Construction Inc. 6 Staghorn Drive Saugerties, New York 12477			

NAME & ADDRESS OF CONTRACTOR	TOTAL AMOUNT BID (includes \$10,000.00 Allowance)	BID BOND	CERT. CHECK
H. Osterhoudt Excavation, Inc. 11 Spring Street Ellenville, New York 12428	\$ 246,839.00	✓	
Parrott Enterprises, Inc. 319 North Plank Road Newburgh, NY 12550			
Roehrs Construction Inc. PO Box 406 Clintondale, NY 12515	\$ 380,305.00	✓	
Sun Up Enterprises 1607 Rte 376 Wappingers Falls, NY 12590	\$ 271,960.00	✓	
Ulster Excavating 909 Orlando Street Kingston, NY 12401			

AGREEMENT
BETWEEN
OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT made as of March 28, 2018
between The City of Kingston, 420 Broadway, Kingston, NY 12401 (OWNER)
and Brinnier and Larios, P.C., 67 Maiden Lane, Kingston, NY 12401 (ENGINEER).

OWNER intends to utilize Professional Engineering Services for Survey Services and Engineering Support Services for contract administration and inspection services related to a storm sewer replacement project through an easement at the Herzog's Lumber Yard. Specifically, a new storm sewer will be designed to replace an old City Storm sewer that has become dysfunctional. The sewer will run from a manhole on the property of NYSOPR and run through a designed route through the Lumber Yard, under the County of Ulster Railroad, and to a Catch Basin situated between the Walgreens store and the Herzogs Garden Center.

CONTRACT PROVISIONS

These Standard Contract Provisions shall apply to all work completed on this Project unless modified in writing:

Services

The City of Kingston intends to replace all or portions of the storm sewer which runs from Westbrook Lane through the Lumber Yard and connects at a storm sewer system in the Kingston Plaza. The scope of engineering services shall include:

1. Preparation and Administration of Construction Contracts
2. On-site Inspections as necessary to Verify Work and Make Certifications to the City of Kingston. Shop Drawing Review.
3. Third party testing if required.

Client's Responsibilities

Owner shall make available all records and data pertinent to the Project and will give all reasonable assistance in obtaining such additional information as may be required. The Owner shall provide access to and make all provisions to enter upon public and private lands as required to perform the Engineering Services.

Standard Rates

Current rates for Services, effective through 12/31/17, are as per Attachment "A", hereto made a part of this Contract. Work is to be billed at these rates.

Payment

Payment is due within sixty (60) days after the invoice date. If this payment is not made, the Engineer, after giving a written notice, may suspend services under this Agreement until paid in full. Interest charges of 10% (annual rate) may be charged on all invoices over sixty (60) days past due.

Term

The contract shall expire on December 31, 2018.

Maximum Amount

This maximum amount of the contract, exclusive of inspections, shall be as follows:

Contract Administration	\$ 2,000.00
Inspections and Shop Drawing Review	\$ 12,500.00
Allowance for 3 rd Party Testing	\$ 2,000.00

Inspections shall be billed at hourly rates included in Attachment A.

Insurance

The Engineer shall provide professional liability insurance in the minimum amount of \$2,000,000.00. The Engineer shall provide general liability insurance in the minimum amount of \$ 1,000,000.00. The Engineer shall provide evidence of Workman's Compensation Insurance coverage satisfactory to the City of Kingston.

Contract Disputes

All claims, disputes and other matters in question between the parties of this Agreement, arising out of or relating to this Agreement or the breach thereof, shall be decided in the courts of the State of New York, unless both parties agree to alternative dispute resolution.

Executed By:

ENGINEER: **BRINNIER AND LARIOS, P.C.**

_____ Date: _____
Dennis M. Larios, P.E., President

Owner: **CITY OF KINGSTON**

I have read, understand and accept the conditions stated in this Agreement.

Accepted By: _____ Title: Mayor

Owner: CITY OF KINGSTON Date: _____

ATTACHMENT A
BRINNIER & LARIOS, P.C.

COMPANY BILLING RATES AND CLASSIFICATIONS

BILLING RATE SCHEDULE BY EMPLOYEE CLASSIFICATION

All other work shall be billed at the following hourly rates, unless otherwise stipulated.

EFFECTIVE JANUARY 1, 2018 THROUGH DECEMBER 31, 2018

1)	Engineering Principal	\$ 175.00/Hr.
2)	Survey Principal	140.00/Hr.
3)	Sr. Project Engineer 1,2,3,4,5,6	140.00/Hr.
4)	Structural Engineer 1	100.00/Hr
5)	Project Engineer 1,2	100.00/Hr.
6)	CAD Operator1	78.00/Hr.
7)	CAD Operator 2	75.00/Hr.
8)	CAD Operator 3	70.00/Hr.
9)	Chief Resident Engineer 1,2	85.00/Hr
10)	Chief Resident Engineer 3	80.00/Hr
11)	Inspector 1	75.00/Hr.
12)	Blue-printer	40.00/Hr.
13)	Survey Field Crew	1,780.00/day
14)	Office Plotter & Computing-1	85.00/Hr.
15)	Office Plotter & Computing-2	75.00/Hr.

SUBCONTRACTS: 1.1 x Subcontract Cost

Billing Rates include: all clerical support, normal US mail, phone, overhead, and profit.

(1) New York State Minimum Wage Rates included in this rate

DENNIS M. LARIOS, P.E.
Lic. No. 58747

CHRISTOPHER J. ZELL, L.L.S.
Lic. No. 49629

BRINNIER and LARIOS, P.C.
PROFESSIONAL ENGINEERS & LAND SURVEYORS
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March 23, 2018

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

RE: Contract No. CK-171
Storm Sewer Replacement
City of Kingston

Dear Mr. Swenson:

On Thursday, March 22, 2018, five (5) bids were opened for the above referenced project (copy of bid tabulation enclosed).

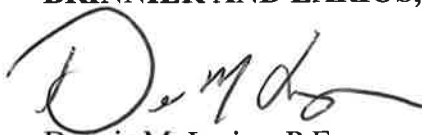
Arold Construction Co., Inc., of 51 Powder Mill Bridge Road, Kingston, New York was low bidder with a bid of \$238,375.00. We have reviewed the bid documents submitted by Arold Paving Co., Inc. and find them to be complete and bid bonding requirements fulfilled.

We hereby recommend that the City of Kingston award Contract No. CK-171 - Storm Sewer Replacement to Arold Construction Co., Inc. in the amount of \$238,375.00. Enclosed please find three (3) copies of a "Notice of Award," which is to be executed by the City once the bid has been accepted.

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

Very truly yours,

BRINNIER AND LARIOS, P.C.



Dennis M. Larios, P.E.
President

DML/prl
Enclosures

cc: Arold Construction Co., Inc.
Brian Woltman, Purchasing Agent

CITY OF KINGSTON

Board of Electrical Examiners
mbrown@kingston-ny.gov

Mark Brown, Fire Chief



Steven T. Noble, Mayor

March 15, 2018

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

Re: Amending Rules & Regulations of the Electrical Board

Dear Alderman at Large Noble:

After several discussions and lengthy review of the Electrical License renewals, the Board of Electrical Examiners hereby requests that the Common Counsel consider amending the Electrical Renewal "late fees" as follows:

§208-5. Licenses; terms; renewal, fees.

E. (1) [5] Chapter 217 Fees

Please consider changing the \$50.00 late fee to \$150.00, if payment is received after January 10 of the New Year.

The Board continues to review the Code and expects to find other changes. As they do, they will request that the Laws and Rules Committee consider them for change.

I will make myself available to discuss this if you deem it necessary. In the meantime, please call me if you have any questions.

Sincerely,

Mark Brown
Fire Chief
Secretary
Board of Electrical Examiners

cc: Laws & Rules – Bill Carey, Chairman

CITY OF KINGSTON
Office of Corporation Counsel
kbryant@kingston-ny.gov

Steven T. Noble, Mayor



Kevin R. Bryant, Corporation Counsel
Daniel Gartenstein, Asst. Corporation Counsel

TO: Hon. James L. Noble
President, Common Council

FROM: Daniel Gartenstein
Assistant Corporation Counsel

DATE: March 28, 2018

RE: Combination of HLPC/HAC

In the interests of coordinating the review of proposed projects in the City of Kingston, our office is recommending that the Council move forward with combining the Historic Landmarks Preservation Commission and the Heritage Commission.

Our office has drafted proposed legislation which we believe addresses the issues discussed by the Zoning Revision Commission. I will be forwarding a draft of the proposed revised legislation in the coming weeks. Pending completion of the draft, I would request that you forward this communication to the Laws and Rules Committee for inclusion on their April agenda.

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



Revolution Bicycles

388 Hasbrouck Ave.
Kingston, NY 12401

bus.: (845) 246-1492 cell: (646) 425-8123
revolution_bicycles@yahoo.com

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

3/27/2018

Dear Mr Noble,
We are the new owners of 384-392 Hasbrouck Ave., formerly the Classic Cleaners. We are moving our business, Revolution Bicycles into the property and plan to open by April 3rd.

We would like consideration to modify parking regulations on the street adjacent to 384-392 Hasbrouck Ave. from its current designation as a no parking loading zone, to a 30 minute parking zone.

Currently parking is restricted for a loading zone. This is most likely to benefit a prior business at this address which made use of the garage bays. As the new owners of the property, we do not require a loading zone. What would benefit our customers the most is a 30 minute parking zone. Most patrons of our store stop off to pick up a few things or to drop off or pick up a bicycle for repair. So a 30 minute parking zone will offer convenience to our customers, and will keep the spaces in regular rotation for the best availability of parking. This will also free up space further down the street for other people to park.

We proposed this change at the December planning board meeting, and the board members granted approval unanimously. If you have any questions, please contact the planning board, or us.

Thank you for your consideration.

Sincerely,

Samantha Moranville and Stephan Leibowitz
Owners, Revolution Bicycles

Christopher & Eleni Dedovich

52 Elm Street * Kingston, NY * 12401

Phone: 845-518-1710

E-Mail: dedovichcrew@gmail.com

March 28, 2018

RE: Request to be placed on April Common Council Meeting Agenda

James L. Noble, Jr.

Alderman-at-Large

Common Council

City of Kingston

420 City Hall

Kingston, NY 12401

Mr. Noble,

We are the current owners of a piece of property at 26-66 Elm Street (SBL: 56-27-6-35) in the City of Kingston. We would like to respectfully request that we be placed on the April Common Council Agenda regarding the following matter:

Our property has an existing 30-foot wide Right-of-Way which furnishes access from the City Street known as Elm Street to the Westerly line of said property. This access was granted by the City of Kingston when the original parcel (Lot 35) was purchased from the City.

We wish to subdivide our 1.872 acre parcel into two lots, creating a new residential lot. We are asking the City of Kingston if they would allow the second lot to have access over the same R.O.W. as the original parcel. This access is over a strip of land, currently owned by the City, (SBL: 56.27-6-41).

We do not feel this new proposed access will further encumber the city parcel, since the R.O.W. currently exists, and we would simply be allowing another lot to use that existing R.O.W.

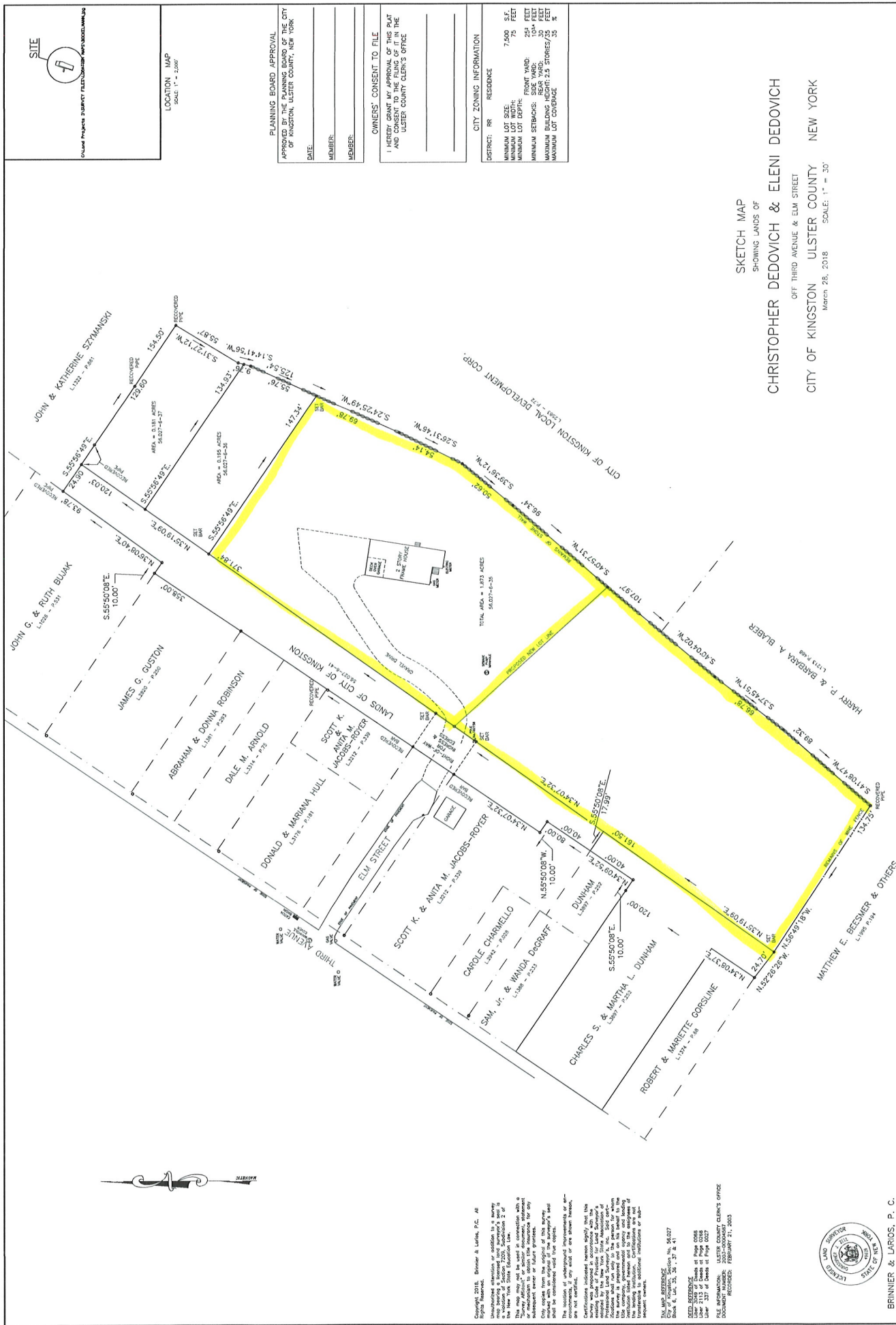
We have enclosed a survey map showing the property, proposed subdivision and existing R.O.W. mentioned above.

Please contact us if you have any questions or require additional information.

Signed,



cc. Kevin Bryant, Corporation Council President, City of Kingston Corporation
Council, 420 Broadway Kingston, NY 12401



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 8130 Waste Water Treatment Facility DATE 3/15/18

Description: Move monies from 8130.101 to
8130.109 \$5,746.00

topay Roy Thomas out of title mechanic's pay.
This is for 2018, Budget.

Estimated Financial Impact 0

Signature A. W. W. W. W.

Motion by _____

Seconded by _____

Action Required: _____

SEQRA Decision:

Type I Action _____

Type II Action _____

Unlisted Action _____

Negative Declaration of Environmental Significance: _____

Conditioned Negative Declaration: _____

Seek Lead Agency Status: _____

Positive Declaration of Environmental Significance: _____

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

FROM:

TO:

G1-8130-11-5101	\$5,746.00	G1-8130-11-5109	\$5,746.00
-----------------	------------	-----------------	------------

CITY OF KINGSTON
Office of Corporation Counsel
kbryant@kingston-ny.gov

Steven T. Noble, Mayor



Kevin R. Bryant, Corporation Counsel
Daniel Gartenstein, Asst. Corporation Counsel

TO: Hon. James L. Noble
President, Common Council

FROM: Kevin R. Bryant *KB*
Corporation Counsel

DATE: March 28, 2018

RE: Met Life Park

Prospect & Green LLC are desirous of donating the Met Life Park a/k/a Barman Park portions to the City of Kingston pursuant to the terms set forth in the attached letter from Michael A. Moriello, Esq. dated February 22, 2018.

Please refer said matter to the appropriate Committee for consideration.

RISELEY & MORIELLO
ATTORNEYS AT LAW
111 Green Street
Post Office Box 4465
Kingston, New York 12402
E-Mail: mike@moriellolaw.com

Richard F. Riseley
Michael A. Moriello

Tel: (845) 338-6603
Fax: (845) 340-1614

February 22, 2018

City of Kingston
Office of City Corporation Counsel
Kevin Bryant, Esq.
Dan Gartenstein, Esq.
City Hall
420 Broadway
Kingston, New York 12401

RE: Deed to Lands and Improvements Situate at Met Life
Park: Prospect & Green LLC With the City of Kingston

VIA HAND DELIVERY

Dear Kevin and Dan:

This correspondence is to confirm that I have met with representatives of RUPCO, Inc. and Prospect & Green LLC concerning the conveyancing of the above referenced real property by Deed to the City of Kingston, same in connection with the above referenced matter.

In this regard, I am enclosing a copy of the current Deed to the subject premises, together with the relevant 1979 and 1956 Lease Agreements affecting the publicly utilized portions of the premises.

It is my understanding that Prospect & Green LLC will be donating the "Met Life Park" a/k/a "Barrman Park" portions of the premises to the City of Kingston by Deed, which shall be executed by the Grantor and the Grantee, said Deed further memorializing that the Parkland portion of the premises shall be perpetually devoted to public parkland purposes.

Presently, the lands are described as being comprised of one (1) parcel of land and a subdivision of said lands will be required to effect the donation and deeded conveyance. Accordingly, Chris Zell, PLS, Brinnier & Larios, PC, has prepared a subdivision map and associated metes and bounds description for the Parkland premises, copies of which are annexed hereto for your review.

Parenthetically, I note that the parcel possesses two (2) tax map numbers, presumably owing to the historical disposition of the Lease upon the Metropolitan Life Building portion of the premises.

Certain reservations and recitals will need to be provided for within the call of the Deed and my client will work with the City of Kingston to arrive at mutually acceptable language with respect thereto.

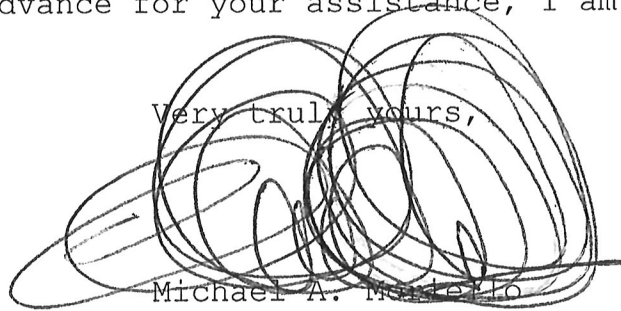
I am further advised that my client would like the City of Kingston to replace the existing chain link fence as a memorialized part of this transaction.

In addition, my client will work cooperatively with the City of Kingston to affect any procedures which are required at law to convey the parkland to the City of Kingston.

Please take the matter up with the City of Kingston Common Council at your convenience and feel free to contact me with any questions you may have.

Thanking you both in advance for your assistance, I am,

Very truly yours,

A large, dense, and somewhat chaotic handwritten signature in dark ink, appearing to be "Michael A. Madeiro". The signature is written over the typed name "Michael A. Madeiro" which is visible at the bottom of the signature block.

Michael A. Madeiro

MAM:def

Enclosures

cc: Mr. Kevin O'Connor [with enclosures & via e-mail and regular mail]

Mr. Guy Kempe [via e-mail, without enclosures]

Christopher J. Zell, PLS [via e-mail, without enclosures]

RESOLUTION #50 of 2018

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK, RECOMMENDING
APPROVAL FOR UPDATING THE CITY OF KINGSTON'S INVESTMENT POLICY FOR THE YEAR 2018

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

WHEREAS, the Comptroller has recommended certain updates be made to the City's investment policy; and

WHEREAS, the Finance and Audit Committee has reviewed those changes and recommends adopting the attached amended policy

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 amended, as attached.

SECTION 2. That this resolution shall take effect immediately.

Submitted to the Mayor this _____
day of April 2018.

Approved by the Mayor this _____
day of April 2018.

CARLY WINNIE, CITY CLERK

STEVEN T. NOBLE, MAYOR

Adopted by Council on April 3, 2018

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 3/1/18

Description: Respectfully request the Finance and Audit Committee to adopt changes to the City's Investment Policy as per attached.

Estimated Financial Impact \$0

Signature _____

Motion by AD

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>DD Kap</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

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.

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.

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

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

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

XI. Authorized Financial Institutions and Dealers

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

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

XII. Purchase of Investments

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

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

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.

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

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

RESOLUTION #51 of 2018

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK, AUTHORIZING THE
KINGSTON HOUSING AUTHORITY TO ADJUST STARTING SALARIES

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

WHEREAS, Pursuant to Public Housing Authority Law, the Kingston Housing Authority is required to receive Kingston Common Council approval of salaries; and

WHEREAS, the Kingston Housing Authority has requested approval of proposed salary range adjustments for the Housing Project Manager and the Assistant Housing Project Manager.

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 authorizes the salary range for the Kingston Housing Authority's Housing Project Manager of \$68,000 to \$72,000.

SECTION 2. That the City of Kingston authorizes the salary range for the Kingston Housing Authority's Assistant Housing Project Manager of \$38,000 to \$42,000.

SECTION 3. That this resolution shall take effect immediately.

Submitted to the Mayor this _____

day of April 2018.

Approved by the Mayor this _____

day of April 2018.

CARLY WINNIE, CITY CLERK

STEVEN T. NOBLE, MAYOR

Adopted by Council on April 3, 2018

THE CITY OF KINGSTON COMMON COUNCIL

FINANCE AND AUDIT COMMITTEE REPORT

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

DEPARTMENT <u>Corporation Counsel</u>	DATE <u>3/14/18</u>
Description: <u>Authorizing the Kingston Housing Authority to fix the starting salary range for Housing Project Manager from \$68,000 to \$72,000 and Asst. Housing Project Manager from \$38,000 to \$42,000.</u>	
Estimated Financial Impact <u>zero</u> Signature <u>[Signature]</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: _____

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

Bryant, Kevin

From: Noble, Steve <SNoble@kingston-ny.gov>
Sent: Tuesday, March 13, 2018 2:16 PM
To: Noble, James; Koop, Douglas
Cc: Winnie, Carly; Gartenstein, Daniel
Subject: Late Communication regarding housing authority
Attachments: KHA salaries.pdf

President Noble, Chairman Koop,

The city received a communication after our council's deadline from the Kingston housing authority last week. They are unfamiliar with our communication deadlines and so I am hopeful this would still be able to be added as an agenda item on this week's Finance Committee Meeting. Their legal counsel, Dan Gartenstein will be available to speak to the matter.

Thanks for your consideration,

-Steve

Steven T. Noble
Mayor, City of Kingston
420 Broadway
Kingston, NY 12401
845-334-3902
www.kingston-ny.gov



KINGSTON HOUSING AUTHORITY

Kingston Housing Authority, Inc. • Stuyvesant Charter, Inc.
132 Rondout Drive, Kingston, New York 12401
845-331-1955 • Fax: 845-331-1026 • www.kingstonhousing.org
Catherine A. Maloney, *Interim Executive Director*

March 7, 2018

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

Dear Mr. Noble:

Pursuant to Public Housing Authority Law the Kingston Housing Authority is required to receive City of Kingston Common Council approval of salaries. I am requesting approval of a proposed salary range for Housing Project Manager of \$68,000 to \$72,000 and Assistant Housing Project Manager of \$38,000 to \$42,000. Would you please forward to the appropriate committee?

Please let me know if you have any questions or require further information. Thank you.

Sincerely,

Catherine A. Maloney
Interim Executive Director

cc: Mayor Noble
Dan Gartenstein, KHA attorney
Rose Ann Noble, KHA Board Chair
Jackie DeCicco, Civil Service
Theresa Bell, Housing Project Manager

Board of Commissioners

Rose Ann Noble, Chair

Marge Knox

Jeanette Provenzano

Edward Palladino

Doris Schuyler

McKinney's Consolidated Laws of New York Annotated
Public Housing Law (Refs & Annos)

Chapter 44-a. Of the Consolidated Laws (Refs & Annos)

§ 32. Officers and employees; compensation and expenses

Article III, Municipal Housing Authorities (Refs & Annos)
McKinney's Consolidated Laws of New York Annotated - Public Housing Law (Approx. 2 pages)

McKinney's Public Housing Law § 32

§ 32. Officers and employees; compensation and expenses

Currentness

1. When the office of the first chairman of the authority becomes vacant, the authority shall select a chairman from among its members. An authority shall select from among its members a vice-chairman, and it may employ, subject to the provisions of the civil service law applicable to the municipality in which it is established, a general manager, a secretary, technical experts and such other officers, agents and employees as it may require, and determine their qualifications, duties and, subject to the approval of the local legislative body, fix their compensation. An authority may call upon the corporation counsel or chief law officer of the municipality for such legal services as it may require and it shall reimburse the municipality for the cost of such services, or it may employ its own counsel and legal staff. This section shall not be construed to prevent an authority from engaging by contract in the execution of a project architectural, engineering or other professional or consultant services.

2. An authority may delegate to one or more of its agents or employees such powers or duties as it may deem proper.

3. A member of an authority may be compensated on a per diem basis at a rate to be fixed by the authority not to exceed in the aggregate two thousand dollars for a member and two thousand five hundred dollars for a chairman per annum and in addition shall be entitled to the necessary expenses including traveling expenses incurred in the discharge of his duties.

4. Every officer, agent or employee of an authority who shall sign the receipt upon the payroll of an authority as having received the amount therein mentioned in full payment for services rendered by him for the entire time specified in such payroll or, in the event no payroll receipt is required by an authority, shall endorse a check in the amount shown upon such payroll and receive payment thereof, shall be deemed to have made an accord and satisfaction of all claims against the authority for wages, salary or other compensation due to such person from the authority for the period covered by such payroll, unless at the time of signing such payroll or endorsing such check the person receiving such wages or salary shall write legibly on the payroll in connection with his receipt or on such check in connection with his endorsement that the amount received is received under protest, and unless such protest is so written upon such payroll or check, no recovery shall be had against the authority upon any further claim for wages, salaries or other compensation for the period of time covered by such payroll.

Credits

(L.1939, c. 808. Amended L.1941, c. 294, § 2; L.1949, c. 320, § 1; L.1965, c. 838; L.1974, c. 335, § 1; L.1984, c. 415, § 1.)

Notes of Decisions (11)

McKinney's Public Housing Law § 32, NY PUB HOUS § 32
Current through L.2018, chapter 1.

NOTES OF DECISIONS (11)

Approval of compensation
Classification of employees
Compatibility of offices
Delegation of authority
Medical benefits
Residency requirement
Undertaking

RESOLUTION #52 of 2018

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK, AUTHORIZING THE
EXECUTION OF AN AMENDED NEW YORK LIQUID ASSET FUND (NYLAF) MUNICIPAL COOPERATION
AGREEMENT

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

WHEREAS, the City Comptroller has requested authorization for an amended and restated NYLAF agreement; and

WHEREAS, the Finance and Audit Committee has reviewed and recommended the proposed agreement

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

SECTION 1. That the Common Council of the City of Kingston authorizes the execution and delivery of an amended and restated Municipal Cooperation Agreement and related documents by and among the several municipal corporations, school district, fire districts, and/or boards of cooperative educational services to provide for the cooperative temporary investment of public funds.

SECTION 2. That this resolution shall take effect immediately.

Submitted to the Mayor this _____
day of April 2018.

Approved by the Mayor this _____
day of April 2018.

CARLY WINNIE, CITY CLERK

STEVEN T. NOBLE, MAYOR

Adopted by Council on April 3, 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 Comptroller DATE 3/1/18

Description: Request the authorization of the execution and delivery of an amended and restated Municipal Cooperation Agreement and related documents by and among the several municipal corporations, school district, fire districts and/or boards of cooperative educational services to provide for the cooperative temporary investment of public funds.

Estimated Financial Impact \$0 Signature _____

Motion by AD

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>
<u>D. Hoop</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 #53 of 2018

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK,
AUTHORIZING THE MAYOR TO EXPEND FUNDS IN THE FIRST INSTANCE FOR THE LEAD SERVICE
LINE REPLACEMENT PROGRAM (LSLRP) GRANT CONTRACT #DOH01-C33212GG-3450000 FROM
THE NEW YORK STATE DEPARTMENT OF HEALTH (NYSDOH) FOR THE REPLACEMENT OF LEAD
WATER SERVICE LINES TO CITY RESIDENCES

Sponsored by: Finance and Audit Committee
Aldermen Chairman Koop, Scott-Childress, Davis, Noble, Carey

WHEREAS, the City of Kingston has been awarded an LSLRP grant (#DOH01-C33212GG-3450000) IN THE AMOUNT OF \$544,745.00 from the NYSDOH for the replacement of lead water service lines to city residences; and

WHEREAS, there are no matching funding requirements; and

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

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

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

SECTION 1. Administration of all funds under these grants will be in accordance with all terms and conditions contained in guidelines provided by NYSDOH

SECTION 2. The Mayor of the City of Kingston is hereby authorized to expend funds in the first instance under the terms of the LSLRP grant contract #DOH01-C33212GG-3450000.

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 April 3, 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 _____
OTHER _____

DEPARTMENT Office of Economic & Community Development

DATE March 26, 2018

Description:

Authorization to expend funds in the first instance for the Lead Service Line Replacement Program grant contract # DOH01-C33212GG-3450000 from the New York State Department of Health.

Estimated Financial Impact: 0

Signature [Signature]

Motion by RS-C

Seconded by WC

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	✓	
<u>[Signature]</u> Anthony Davis, Ward 6	✓	
<u>[Signature]</u> Patrick O'Reilly, Ward 7	✓	
Steven Schabot, Ward 8		

RESOLUTION ____ of 2018

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK,
AUTHORIZING THE MAYOR TO EXPEND FUNDS IN THE FIRST INSTANCE FOR THE LEAD
SERVICE LINE REPLACEMENT PROGRAM (LSLRP) GRANT CONTRACT #DOH01-C33212GG-
3450000 FROM THE NEW YORK STATE DEPARTMENT OF HEALTH (NYSDOH) FOR THE
REPLACEMENT OF LEAD WATER SERVICE LINES TO CITY RESIDENCES.

Sponsored by:

WHEREAS, the City of Kingston has been awarded a LSLRP grant (#DOH01-C33212GG-3450000) in
the amount of \$544,745.00 (five hundred forty-four thousand, seven hundred forty-five dollars and zero
cents) from the NYSDOH for the replacement of lead water service lines to city residences; and

WHEREAS, there are no matching funding requirements; and

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

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

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

SECTION 1. Administration of all funds under these grants will be in accordance with all terms and
conditions contained in guidelines provided by NYSDOH.

SECTION 2. The Mayor of the City of Kingston is hereby authorized to expend funds in the first instance
under the terms of the LSLRP grant contract #DOH01-C33212GG-3450000.

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 _____, 2018



NEW YORK LIQUID ASSET FUND

Municipal Cooperation Agreement

Amended and Restated as of April 29th, 2016

Pursuant to New York General Municipal Law, Article 3-A and Article 5-G
By and among the municipal corporations that have adopted this agreement as participants

TABLE OF CONTENTS

Section		Page
ARTICLE I	DEFINITIONS.....	2
ARTICLE II	CONTRIBUTIONS, ADJUSTMENTS AND PAYMENTS.....	7
2.1.	General.....	7
2.2.	Cash Contributions.....	8
2.3.	Adjustments	8
2.4.	Payments	8
2.5.	Collateral.....	9
2.6.	Suspension of Requests; Postponement of Payments.....	9
2.7.	Letter of Credit; Sensitivity Testing	10
2.8.	Records	10
ARTICLE III	THE LEAD AGENT.....	10
3.1.	Term.....	10
3.2.	Resignation	11
ARTICLE IV	POWERS AND RESPONSIBILITIES OF THE LEAD AGENT AND THE GOVERNING BOARD	11
4.1.	Exercise of Power	11
4.2.	General	11
4.3.	Constraints on Third Party Agreements.....	14
4.4.	Investment Powers	15
4.5.	Transactions Involving Affiliates	15
4.6.	No Borrowing	16
4.7.	Additional Power and Responsibilities of the Governing Board.....	16
ARTICLE V	REPRESENTATIONS AND WARRANTIES.....	17
5.1.	Municipal Corporation.....	17
5.2.	Approvals.....	17
5.3.	Hearings, Referenda and Consents	17
5.4.	Execution; Enforceability	17
5.5.	Accuracy of Certificates	17
5.6.	Business Analyses.....	17
ARTICLE VI	COVENANTS	18

TABLE OF CONTENTS

(continued)

Section	Page
6.1. Source of Contributions	18
6.2. Truth of Representations	18
6.3. Resignation of Lead Agent; Bankruptcy.....	18
6.4. Supplemental Information	18
6.5. Investment Grade Rating	18
6.6. Not a Money Market Fund.....	18
6.7. Insurance	19
6.8. [Reserved]	19
6.9. Information Statement	19
6.10. Notice of Material Events	19
6.11. Procurement of Professional Services	19
ARTICLE VII PARTICIPANTS	20
7.1. Admission	20
7.2. Withdrawal.....	20
7.3. Forced Withdrawal.....	20
ARTICLE VIII ADVISERS GOVERNING BOARD	20
8.1. Establishment of Governing Board.....	20
8.2. Number, Election and Qualification	21
8.3. Term; Vacancies	21
8.4. Resignation and Removal	22
8.5. Meetings.....	22
8.6. Quorum	22
8.7. Action Without Meeting	22
8.8. Officers	22
8.9. Committees	23
8.10. By-Laws.....	24
ARTICLE IX STATEMENTS AND REPORTS	24
9.1. Monthly Statement of Participant Balances.....	24
9.2. Reports	24
ARTICLE X THE INVESTMENT CONSULTANT AND MARKETING AGENT	25

TABLE OF CONTENTS

(continued)

Section	Page
10.1. Appointment of Investment Consultant.....	25
10.2. Appointment of Marketing Agent.....	25
ARTICLE XI THE ADMINISTRATOR.....	25
11.1. Appointment	25
ARTICLE XII THE CUSTODIAN.....	26
12.1. Appointment	26
12.2. Actions of a Custodian.....	26
ARTICLE XIII AMENDMENT AND TERMINATION	26
13.1. Amendment.....	26
13.2. Simplified Procedure for Certain Amendments.....	27
13.3. Termination.....	27
ARTICLE XIV MISCELLANEOUS	29
14.1. Governing Law	29
14.2. Fiscal Year	29
14.3. Counterparts.....	29
14.4. Reliance by Third Parties.....	29
14.5. Conflicts with Law.....	29
14.6. Gender; Section Headings.....	29
14.7. Captions	29
14.8. No Assignment.....	29
14.9. No Partnership, Bank or Broker/Dealer.....	30
14.10. Trade Name.....	30
14.11. Construction of Powers.....	30
14.12. Notice	30
EXHIBIT A INVESTMENT GUIDELINES	A-1
EXHIBIT B FEES OF THE INVESTMENT CONSULTANT, ADMINISTRATOR, MARKETING AGENT AND CUSTODIAN	B-1

This MUNICIPAL COOPERATION AGREEMENT (the "Agreement") made and entered into pursuant to Article 3-A and Article 5-G of the New York General Municipal Law, as amended (the "Act") by and among the Red Hook Central School District and the Spencer-Van Etten Central School District, New York, each a municipal corporation, as that term is defined in Section 119-n of the Act, or other eligible entity that enters into the Agreement pursuant to Section 7.1 hereof (each individually a "Participant" and collectively the "Participants")

WITNESSETH:

WHEREAS, each Participant wishes to temporarily invest certain of its available funds in cooperation with the other Participants in one or more of the several portfolios of investments to be created hereunder in order to provide legality, safety, liquidity and enhanced yield for its respective investment hereunder; and

WHEREAS, each Participant wishes to strictly limit its liability under or in connection with the Agreement; and

WHEREAS, each Participant is a municipal corporation as defined in Section 119-n of the Act, and otherwise only a municipality, school district or fire district as those terms are defined in the Local Finance Law, or a Board of Cooperative Educational Services as that term is defined in Section 1950 of the General Municipal Law, or other eligible entity; and

WHEREAS, Section 119-o of the Act empowers municipal corporations to enter into, amend, cancel and terminate agreements for the performance among themselves (or one for the other) of their respective functions, powers and duties on a cooperative, contract or joint services basis; and

WHEREAS, this Agreement, including all amendments thereto, has been approved by a majority vote of the voting strength of the governing body of each Participant or certified by the chief fiscal officer of a Participant as approved by such Participant; and

WHEREAS, each Participant has, to the extent any general or special law would require it to do so before performing by itself any function, power or duty that may be performed under this Agreement, held all necessary public hearings, conducted all necessary referenda and obtained all necessary consents of any governmental agency and has satisfied all other legal or administrative requirements applicable to the making and entering into this Agreement; and

WHEREAS, this Agreement became effective on April 24, 1998, was amended pursuant to the provisions of Article XIII hereof

- i) on July 24, 1998,
- ii) prior to October 20, 1999 to become in compliance with said Article 3-A of the General Municipal Law (Ch. 623, Laws of 1998),
- iii) as of June 1, 2001 and again as of July 1, 2004 to reflect the results of procurement processes required by §43(11) of said Article 3-A (all of which amendments are incorporated and reflected herein);

- iv) as of January 19, 2007 to reflect the substitution of Cheektowaga Central School District as Lead Agent in replacement of Dutchess County Board of Cooperative Educational Services, the substitution of Bankers Trust Company, N.A. as Administrator in replacement of KeyBank National Association, a national banking association ("KeyBank"), the substitution of Voyageur Asset Management Inc. in replacement of Victory Capital Management Inc. as Investment Consultant and the substitution of M&T Bank as Custodian in replacement of KeyBank and to remove the requirement of a vote of each Participant for certain future amendments;
- v) as of July 19, 2007 to reflect the Governing Board's ability to appoint custodians other than M&T Bank with respect to additional Portfolios, to expand the definition of Chief Investment Officer to include the Executive Director, and to eliminate provisions that were only necessary prior to the replacement of the Lead Agent, KeyBank and Victory Capital Management Inc.; and
- vi) as of September 18, 2015 to reflect the substitution of the Red Hook Central School District as Lead Agent in replacement of Cheektowaga Central School District and to amend the definition of Chief Investment Officer.

NOW, THEREFORE, in consideration of the premises and the representations, warranties, covenants and agreements contained herein, each Participant hereby acts and agrees as follows:

ARTICLE I

DEFINITIONS

"Act" means Article 3-A and Article 5-G of the GML.

"Article 3-A" means Article 3-A of the GML.

"Administrator" means PMA Financial Network any other Person or Persons appointed or employed or contracted by the Governing Board pursuant to Sections 4.2 and 11.1 hereof.

"Administration Agreement" means the agreement between the Governing Board and the Administrator, providing for administration services to, and such other ministerial functions, power and duties as may be delegated by, the Governing Board.

"Affiliate" means, with respect to any Person, another Person directly or indirectly in control of, controlled by or under common control with such Person, or any officer, director, partner or employee of such Person.

"Agreement" means this municipal cooperation agreement and a "cooperative investment agreement" as that term is defined in the Act.

"Business Day" means any day on which the Federal Reserve Bank of New York is open.

“Chief Fiscal Officer” means, at any time, the “chief fiscal officer” (as that term is defined in §2 of the Local Finance Law) of a Participant or his or her designees as authorized by the Laws who is, at such time, charged by such Participant with the custody, investment and administration of funds. For purposes of this Agreement, a Participant shall be deemed at any time to have only a single Chief Fiscal Officer.

“Chief Investment Officer” means, at any time, the Person who serves as the Chief Fiscal Officer of the Municipal Corporation designated by the Participants to be the Lead Agent under this Agreement or his or her designees as authorized by the Laws, but solely as an employee or officer of the Lead Agent.

“Contribution Procedures” means the procedures for making cash contributions to one or more of the Portfolios in which a Participant maintains an account established from time to time by the Chief Investment Officer.

“Custodian” means, with respect to a particular Portfolio, M&T Bank or another bank or trust company located and doing business in the State appointed, employed or contracted with the Governing Board pursuant to Sections 4.2 and 12.1 hereof. Each Portfolio may have a different Custodian. A Custodian may delegate all or a portion of its responsibilities as Custodian to an Affiliate, when consistent with Sections 10 and 11 of the GML.

“Custody Agreement” means an agreement between the Fund and a Custodian as the same may be amended from time to time.

“Custodial Undertaking Agreement” means a custodial undertaking agreement by and among the Investment Consultant, as agent for the Fund, a counterparty under a Master Repurchase Agreement, and a custodian for the custody of Permitted Investments subject to the terms of a Master Repurchase Agreement.

“Email” means the electronic transmission of information, including, without limitation, confirmation of transactions pursuant to a Master Repurchase Agreement or a Custodial Undertaking Agreement, through the services of an internet provider of the Chief Investment Officer over the world-wide web.

“Executive Director” means an executive director appointed by the Governing Board pursuant to Section 45 of the GML. The Governing Board may designate an officer of the Lead Agent to act as Executive Director, or an individual that the Governing Board deems capable of performing the required duties.

“GML” means the New York General Municipal Law, as amended.

“Governing Board” means the governing board for this Agreement, created in the manner and exercising the power and responsibilities referred to in sections 44 and 45 of Article 3-A of the GML and set forth in Article VIII hereof.

“Indemnity Agreement” means the agreement between the Governing Board and the indemnifying parties; namely, the Administrator, the Investment Consultant, the Marketing Agent and M&T Bank.

"Information Statement" means the document prepared by the Administrator, the Investment Consultant and the Marketing Agent, approved by the Governing Board, (i) to solicit prospective Participants to participate in NYLAF and execute and deliver this Agreement, and (ii) and for presentment to each Participant as required by the Act.

"Investment Advisory Agreement" means the agreement between the Governing Board and the Investment Consultant as the same may be amended from time to time.

"Investment Consultant" means RBC Global Asset Management (U.S.), Inc. (RBC GAM-US), or such other Person who shall be acceptable to the Governing Board.

"Investment Guidelines" means the investment guidelines applicable to each Portfolio as set forth in Exhibit A, attached hereto and made a part hereof, as the same may be amended from time to time pursuant to Section 13.1 hereof; provided, however, that any investment unless registered shall be held only in the State in United States funds and United States currency, and no investment shall be held in a foreign bank, a foreign country or a foreign branch of a Custodian or in a United States bank's office or branch located in a foreign country.

"Laws" means common law and all ordinances, statutes, rules, regulations, orders, injunctions, decisions, opinions or decrees of any government or political subdivision or agency thereof, or any court or similar entity established by any agency thereof.

"Lead Agent" means the Red Hook Central School District, acting solely in its capacity hereunder pursuant to the Act and other applicable Laws, but not otherwise as a Municipal Corporation, or any Participant that consents to acting as Lead Agent, is nominated as Lead Agent by a majority of the Governing Board and is appointed by an amendment hereto as provided in Section 13.2 hereof.

"Letter of Credit" means an "irrevocable letter of credit" as that term is defined in the Act.

"Master Repurchase Agreement" means a master repurchase agreement by and between the Investment Consultant, as agent for the Lead Agent and a counterparty, substantially in the form prescribed by The Bond Market Association for domestic repurchase transactions, and including, by attachment or otherwise, the terms and conditions set forth in paragraph XIII.A or B or both of the Investment Guidelines.

"Market Value" means "market value" as that term is defined in the Act.

"Marketing Agent" means RBC Capital Markets, LLC. or any other Person or Persons appointed or employed or contracted by the Governing Board pursuant to Sections 4.2 and 10.2 hereof.

"Municipal Corporation" means a "municipal corporation" as that term is defined in the Act.

"NYLAF" means the acronym for New York Liquid Asset Fund which, together with such acronym, is the trade name for those Municipal Corporations which are from time to time

Participants in this Agreement. NYLAF may also be referenced as the Fund from time to time in this agreement.

“Participant” means “participant” as that term is defined in the Act and a Municipal Corporation which is a party to this Agreement. Such term shall include “employers” providing group self-insurance pursuant to Article 4 of the Workers’ Compensation Law, “municipal reciprocal insurers” pursuant to Article 61 of the Insurance Law and “municipal health insurance cooperatives” pursuant to Article 42 of the Insurance Law; provided (i) each “employer”, member of a “municipal reciprocal insurer” or member of a “municipal health insurance cooperative” is a Municipal Corporation, (ii) each Participant Balance is maintained in the name of each “employer”, member of a “municipal insurance reciprocal” or member of a “municipal health insurance cooperative”, and (iii) each “employer”, member of a “municipal insurance reciprocal” or member of a “municipal health insurance cooperative” or Persons authorized by the governing board or attorney-in-fact of such group of “employers”, or such “reciprocals” or such “cooperatives” (such action to be ratified, approved and confirmed by the governing body of each such employer or member) must execute a counterpart of this Agreement and adopt the Investment Guidelines with respect to its respective Participant Balance.

“Participant Balance” means for each Participant, and with respect to each Portfolio, an amount initially equal to zero, adjusted on a daily basis pursuant to Article II hereof to reflect, among other things, cash contributions by such Participant, cash payments to such Participant, expenses charged to and investment results credited or debited to the account of such Participant.

“Payment Procedures” means the procedures for obtaining payments from one or more of the Portfolios in which a Participant maintains an account, established from time to time by the Chief Investment Officer.

“Permitted Investments” means the types of investments set forth under the heading “Legally Permitted Investments” and includes the method of investing set forth under the heading “Repurchase Agreements” in the Investment Guidelines as set forth in Exhibit A, as the same may be amended from time to time pursuant to Section 13.1 hereof; provided, however, that any investment unless registered shall be held only in a bank or trust company located and authorized to do business in the State in United States funds and United States currency, and no investment shall be held in a foreign bank, a foreign country or a foreign branch of a Custodian or in a United States bank’s office or branch located in a foreign country.

“Person” means any Municipal Corporation, district, corporation, consortium or cooperative, natural person, firm, joint venture, partnership, trust, unincorporated organization, group, government, or any political subdivision, department or agency of any government.

“Portfolio” means a group or category of Permitted Investments established, maintained and liquidated from time to time by the Chief Investment Officer pursuant to this Agreement and a Custody Agreement.

“Portfolio Assets” means, with respect to each Portfolio, any and all property, real, personal or otherwise, tangible or intangible, which is transferred, conveyed or paid to the account of the Lead Agent, for investment by any Participant pursuant to Section 2.2 or 2.3

hereof and all proceeds, income, profits and gains therefrom, that have not been distributed to a Participant pursuant to Section 2.4 hereof, used to discharge a Portfolio Liability, or pay expenses attributable to each respective Portfolio.

“Portfolio Liability” means any liability, including losses in investments, whether known, unknown, actual, contingent or otherwise incurred in connection with each Portfolio by the Lead Agent or the Governing Board pursuant to the terms of this Agreement.

“Portfolio Value” means, individually, the respective value of the Portfolio Assets of each Portfolio, net of the amount of the respective Portfolio Liability of each Portfolio, as determined pursuant to Section 2.3 hereof and the Valuation Procedures taking into account the methodology of the amortized cost method and the Market Value of Permitted Investments.

“Responsible Person” means a securities firm or broker/dealer registered with the National Association of Securities Dealers, Inc. and designated by the Governing Board upon the advice of the Investment Consultant.

“Series” means a group of specialized Portfolios with a common maturity or common average dollar weighted maturity and other similar characteristics and privileges.

“Services and Marketing Agreement” means any agreement entered into with respect to any of the Portfolios by the Governing Board with the Marketing Agent pursuant to this Agreement in connection with the execution of securities transactions and the delivery of securities, including that certain letter from RBC Capital Markets, LLC to New York Liquid Asset Fund Governing Board, dated May 1, 2007.

“State” means State of New York.

“Third Party Agreement” means any or all of the following: Administration Agreement, Investment Advisory Agreement, Services and Marketing Agreement, Custody Agreement, the Third Party Custodian Agreement, Master Repurchase Agreement, and Custodial Undertaking Agreement.

“Third Party Custodian Agreement” means the agreement by and among the Lead Agent, a Custodian, and a third party custodian, providing for collateral to secure moneys deposited and/or invested in Participant Balances and/or Portfolios.

“Valuation Procedures” means the procedures for determining the Portfolio Value established from time to time by the Chief Investment Officer or the Governing Board in consultation with the Investment Consultant. At a minimum, the Chief Investment Officer on a monthly basis on any Business Day shall monitor the difference between the amortized cost value and the Market Value of any Portfolio. If such difference shall exceed 0.3%, the Chief Investment Officer shall draw upon the Letter of Credit in an amount required to maintain such difference at no more than 0.3% and deposit the proceeds of the Letter of Credit with a Custodian.

ARTICLE II

CONTRIBUTIONS, ADJUSTMENTS AND PAYMENTS

2.1. **General.** Except as otherwise provided in this Agreement:

(a) each Participant shall own and retain its interest in the moneys, investments, and collateral required by Section 10 and Section 11 of the GML and have an undivided interest in the moneys and investments held by the Lead Agent on behalf of the Participants in the proportion that the total amount of contributions made by such Participant and stated as its Participant Balance bears to the total amount of contributions made by all the Participants stated as the total Participant Balances of all the Participants to the extent permitted by the Laws;

(b) no Participant shall have any beneficial interest in the Portfolio Assets, including earnings;

(c) no Participant can be called upon to share or assume any Portfolio Liability other than its investment in a Portfolio of a Series, including losses in connection with the Portfolio Assets, or suffer an assessment or offset of any kind by virtue of its being a Participant in any of the Portfolios;

(d) no Participant shall be entitled to any preference, preemptive, appraisal, conversion or exchange rights of any kind in connection with this Agreement or any Portfolio Assets;

(e) no Participant shall have any right to call for any partition or division of any Portfolio Assets, except in the event it becomes necessary to assure the timely or other return payment of principal and interest due and owing to such Participant pursuant to the terms of this Agreement;

(f) each Participant's right under this Agreement to receive Portfolio Assets shall be limited to cash and personal property only as specifically set forth in this Agreement; and

(g) the total annual fees which may be charged (i) by the Administrator under the Administration Agreement, (ii) by the Investment Consultant under the Investment Advisory Agreement, (iii) by the Marketing Agent under the Services and Marketing Agreement, and (iv) for fees of M&T Bank under its Custody Agreement with respect to the Portfolios designated the (a) "Liquid Portfolio" and (b) "MAX Portfolio" shall be in such amounts and shall not exceed such percentages of the average daily Portfolio Value of such Portfolio as set forth in Exhibit B, attached hereto and made a part hereof. Such fees and any other amounts not included in such fees or expenses incurred with respect to such Portfolio as shall be approved by the Governing Board shall be charged to such Portfolios on a monthly basis in proportion to each Participant's Portfolio Balance, provided that allocations of fees between the Liquid Portfolio and the MAX Portfolio shall be as determined by the Governing Board. Nothing in this Agreement shall prohibit the Administrator from providing investment or banking services to a Participant separately outside the scope of this Agreement.

2.2. Cash Contributions. Unless otherwise determined by the Chief Investment Officer, each Participant may, from time to time, increase its Participant Balance in a particular Portfolio by making a cash payment to the Administrator for the account of the Lead Agent or Governing Board in accordance with the Contribution Procedures to be invested in such Portfolio. Each time a Participant makes such a payment, its Participant Balance shall be increased (as of the time and date specified in the Contribution Procedures) by the amount of such payment. Each Participant shall have electronic access to a printable activity report provided by the Administrator or Custodian reflecting each contribution no later than the next Business Day.

2.3. Adjustments.

(a) Immediately upon the determination of the Portfolio Value of each Portfolio on each Business Day pursuant to Section 2.3(b) hereof or, from time to time, pursuant to Section 2.3(c) hereof, each Participant Balance in each Portfolio shall be increased or decreased proportionately (and rounded to the nearest whole cent) such that after such adjustment the total of every Participant Balance in each Portfolio shall be equal to the Portfolio Value of such Portfolio as so determined.

(b) The Portfolio Value of each Portfolio shall be determined once on each Business Day at the time and in the manner provided in the Valuation Procedures.

(c) Notwithstanding anything in this Agreement to the contrary, the Chief Investment Officer may determine the Portfolio Value of each of the Portfolios in the manner provided in the Valuation Procedures at any time the Chief Investment Officer may deem to be appropriate.

(d) For purposes of calculating the Portfolio Value of a particular Portfolio, the amount of any uncertain or contingent Portfolio Liability shall be deemed to be equal to the amount of the reserve, if any, against such Portfolio Liability that has been approved from time to time by the Chief Investment Officer.

(e) For purposes of calculating the Portfolio Value of a particular Portfolio, if the value of any part of the respective Portfolio Assets is uncertain, the value of such part of the respective Portfolio Assets shall be deemed to be equal to the amount determined from time to time by the Chief Investment Officer.

(f) A Participant Balance can also be adjusted as provided in Section 2.6 hereof.

2.4. Payments.

(a) Subject to the terms and conditions of this Agreement,

(i) each Participant shall have the right, from time to time, to request from a particular Portfolio, in accordance with the Payment Procedures applicable to such Portfolio, the payment to it, or on its behalf, of any amount (rounded to the nearest whole cent) that is less than or equal to its Participant Balance in such Portfolio at the time that payment is made pursuant to such request; and

- (ii) upon the receipt of any such request, the requested amount (rounded to the nearest whole cent) shall be paid, out of the Portfolio Assets of such Portfolio, to, or on behalf of, such Participant.

(b) Subject to the terms and conditions of this Agreement, the Chief Investment Officer may, from time to time, in its sole discretion, pay to a Participant, out of the Portfolio Assets of a particular Portfolio, any amount (rounded to the nearest whole cent) that is less than or equal to such Participant's Portfolio Balance in that Portfolio at the time payment is made.

(c) Whenever any payment is made to, or on behalf of, any Participant out of the Portfolio Assets of a particular Portfolio, such Participant Balance in that Portfolio shall be reduced by the amount of such payment. Each Participant shall have electronic access to a printable activity report provided by the Administrator or a Custodian showing each payment or distribution no later than the next Business Day.

2.5. Collateral. Any uninvested moneys contributed by a Participant or resulting from the liquidation of a Permitted Investment or otherwise included in any Participant Balance and constituting a "public deposit" as that term is defined in Section 10 of the GML, shall be secured by eligible securities or other collateral pursuant to the terms of the Third Party Custodian Agreement.

2.6. Suspension of Requests; Postponement of Payments. Each Participant agrees that the Chief Investment Officer may, without prior notice, temporarily suspend the Participants' right to request payments out of the Portfolio Assets of a particular Portfolio or postpone the time or date of payment for requests already made for the whole or any part of any period (i) during which trading in securities generally on the New York Stock Exchange or the American Stock Exchange or the over-the-counter market shall have been suspended or minimum prices or maximum daily changes shall have been reached on such exchange or market, (ii) a general banking moratorium shall have been declared by federal or New York state authorities, or (iii) there shall have occurred any outbreak, or material escalation, of hostilities, or other calamity or crisis, the effect of which on the financial markets of the United States is such as to make it, in the sole judgment of the Chief Investment Officer, impracticable (a) to dispose of any Portfolio Assets because of the substantial losses which might be incurred in such disposition, or (b) to determine the Portfolio Value of a particular Portfolio in accordance with the Valuation Procedures taking into account the use of the Letter of Credit. Each Participant shall be immediately notified by telephone, email or facsimile in the event that such a suspension or postponement is commenced. Such a suspension or postponement shall not itself directly alter or affect a Participant Balance in a particular Portfolio. Such a suspension or postponement shall take effect at such time as is determined by the Chief Investment Officer, in its sole discretion, and thereafter, there shall be no right to request or receive payment until the first to occur of: (a) the time at which the Chief Investment Officer declares the suspension or postponement at an end, such declaration to occur on the first day on which the event specified in clause (i) or (ii) above shall have ceased; or (b) the end of the first day on which the Chief Investment Officer no longer reasonably believes that the event specified in clause (iii) above is continuing. Any Participant that requested a payment prior to any suspension or postponement of payment may withdraw its request at any time prior to the termination of the suspension or postponement.

2.7. Letter of Credit; Sensitivity Testing.

(a) In addition to the Valuation Procedures established by the Chief Investment Officer or the Governing Board, the Governing Board shall, at a minimum on a monthly basis, test each of the Portfolios for sensitivity to changes in interest rates, and employ a testing methodology which shall be reasonably designed to reliably quantify the effect of a change in interest rates on the Market Value of each of the Portfolios.

The Letter of Credit would be in an amount estimated by the Governing Board in consultation with RBC GAM-US to be sufficient from time to time to cover potential losses in any Portfolio which may result from the difference in the amortized cost value and the Market Value of any Portfolio exceeding 2.0%. Unless otherwise provided, the Chief Investment Officer or the Governing Board would draw on the Letter of Credit in such amounts and at such times to cover any potential losses in any Portfolio quantified pursuant to the monthly sensitivity testing described in this section. The Governing Board has determined that no such Letter of Credit is presently required because the Portfolios are managed to maintain a stable value of \$1.00 per unit and are invested in short-term securities with relatively stable values.

(b) For the limited purposes of carrying out the Valuation Procedures and limiting the exposure of the Portfolios to changes in interest rates, the Governing Board shall secure an irrevocable Letter of Credit from a bank or depository institution in an amount estimated by the Governing Board in consultation with the Investment Consultant to be sufficient from time to time to cover potential losses in any Portfolio which may result from the difference in the amortized cost value and the Market Value of any Portfolio exceeding 0.3%. The Letter of Credit shall be made payable to the New York Liquid Asset Fund.

(c) Unless otherwise provided, the Chief Investment Officer, with prior notice to the Governing Board, shall draw on the Letter of Credit in such amounts and at such times to cover any potential losses in any Portfolio quantified pursuant to the monthly sensitivity testing referred to in this Section 2.7. Repayment of the Letter of Credit to the Letter of Credit provider shall be paid from Portfolio Assets to the extent the net asset value of Portfolio Assets exceeds \$1.00 if, as and when available pursuant to an agreement with the Letter of Credit provider. (d) The cost of the Letter of Credit shall be an expense chargeable as an annual fee as set forth in Section 2.1(g) of this Agreement.

2.8. Records. The Governing Board shall, or shall cause the Administrator to collect, and to maintain for three years (or such longer period as may be required under any applicable Laws), written records of all transactions affecting the Portfolio Assets or the Participant Balances, including, but not limited to: (a) contributions by and payments to or on behalf of Participants to and from the Portfolios; (b) acquisitions and dispositions of Portfolio Assets by the Fund; (c) pledges and releases of collateral securing the Portfolio Assets of the Portfolios; (d) determinations of the Portfolio Value of the Portfolios; (e) adjustments to the Participant Balances in the Portfolios; and (f) the daily Participant Balance for each Participant in each Portfolio. There shall be a rebuttable presumption that any such records are complete and accurate.

ARTICLE III
THE LEAD AGENT

3.1. Term. The Lead Agent shall continue to serve as Lead Agent until:

- (a) it resigns pursuant to this Section 3.2;
- (b) it withdraws from this Agreement pursuant to Sections 7.2 or 7.3 hereof; or
- (c) the appointment of a new Lead Agent has become effective under the provisions of Section 13.2 hereof.

3.2. Resignation. The Lead Agent may resign as Lead Agent only upon giving at least sixty (60) days written notice of such resignation to the Governing Board, subject to the provisions of Section 13.3. The Lead Agent may continue to be a Participant after such resignation. Following the effective date of the resignation of the Lead Agent, this Agreement shall terminate pursuant to Section 13.3 hereof unless a replacement Lead Agent has been appointed by the Governing Board pursuant to Section 13.2. The Lead Agent must resign under the provisions of Section 6.3 hereof.

ARTICLE IV
POWERS AND RESPONSIBILITIES OF THE LEAD AGENT
AND THE GOVERNING BOARD

4.1. Exercise of Power. The primary responsibility for exercising the powers and responsibilities set forth in and administering all aspects of this Agreement shall be with the Governing Board, the Chief Investment Officer as specifically set forth in this Agreement, and the Lead Agent with respect to the custody of Portfolio Assets, money and investments on behalf of the Participants pursuant to a Custody Agreement. The Governing Board shall perform any and all of its duties under this Agreement through the Chief Investment Officer, and every decision made or action taken by the Chief Investment Officer in the name of the Governing Board shall be for and on behalf of the Governing Board acting on behalf of all the Participants. The Participants hereby expressly authorize, and the Governing Board hereby expressly authorizes the Chief Investment Officer, to take such actions in the name of and on behalf of the Governing Board as it shall deem to be in the best interests of the Participants taken as a whole. In addition to any requirements under the applicable Laws, the Governing Board shall require the Chief Investment Officer to be bonded upon such terms as it deems appropriate. If the office of the Chief Investment Officer becomes vacant or if the Chief Investment Officer is replaced, the Governing Board shall promptly notify in writing, by facsimile or by Email, all the other Participants. If the office of the Chief Investment Officer becomes vacant, the Governing Board shall fill such vacancy in accordance with applicable Laws as quickly as practicable.

4.2. General. The Lead Agent shall at all times retain custody of the Portfolio Assets through a Custodian in the name of the Fund. Subject to the terms and conditions of this Agreement, the Governing Board shall have the exclusive power, from time to time, upon such terms and conditions and for such consideration as the Governing Board may deem proper and

the Investment Guidelines applicable to a particular Portfolio may permit, (i) to do and perform any or all of the following and (ii) to negotiate, make, complete, execute, sign, acknowledge, deliver, amend, waive, submit, record and file any agreements or other documents in connection with the following, in each case, as the Governing Board deems to be necessary or proper, as evidenced by its authorized and official act;

(a) upon the recommendation and advice of the Investment Consultant, subscribe for, invest in, reinvest in, purchase or otherwise acquire, hold, sell, assign, transfer, exchange, distribute or otherwise deal in or dispose of the Permitted Investments for the Portfolios as permitted under applicable Laws and as provided through a Master Repurchase Agreement and, if applicable, a Custodial Undertaking Agreement;

(b) upon the recommendation and advice of the Investment Consultant, sell, exchange or otherwise dispose of any and all Portfolio Assets free and clear of any and all interests of any and all Participants, at public or private sale, with or without advertisement; and execute and deliver any deed, power, assignment, bill of sale, or other instrument in connection therewith;

(c) exercise any and all of the rights, powers, duties and privileges appertaining to the ownership of all or any of the Portfolio Assets to the same extent that any Person might, and, without limiting the generality of the foregoing, to vote or give any consent, request or notice or waive any notice either in person or by proxy or power of attorney, with or without the power of substitution, to one or more Persons, which proxies and powers of attorney may be for meetings or actions generally, or for any particular meeting or action, and may include the exercise of discretionary powers;

(d) enter into the agreements for services upon terms and conditions (including but not limited to indemnification provisions) approved by a resolution of the Governing Board;

(e) appoint one or more Custodians in accordance with Section 12.1 hereof and authorize and direct the Lead Agent to enter into a Custody Agreement with each Custodian upon terms and conditions (including but not limited to indemnification provisions) approved by a resolution of the Governing Board;

(f) with respect to enforcing rights in connection with the Portfolio Assets of a particular Portfolio:

- (i) collect, sue for, receive and receipt for all sums of money or other property due;
- (ii) consent to extensions of the time for payment, or to the renewal of any securities, investments or obligations;
- (iii) engage or intervene in, prosecute, defend, compromise, abandon or adjust by arbitration or otherwise any actions, suits, proceedings, disputes, claims, demands or things relating to the Portfolio Assets;

- (iv) foreclose any collateral, security or instrument securing any investments, notes, bills, bonds, obligations or contracts that are part of or relate to the Portfolio Assets;
- (v) exercise any power of sale, and convey good title thereunder free of any and all interests of any and all Participants, and in connection with any such foreclosure or sale, purchase or otherwise acquire title to any property;
- (vi) be a party to the reorganization of any Person and transfer to and deposit with any corporation, committee, voting trustee or other Person any securities, investments or obligations of any Person which form a part of the Portfolio Assets, for the purpose of such reorganization or otherwise;
- (vii) participate in any arrangement for enforcing or protecting the interests of any Person possessing an interest in such securities, investments or obligations and to pay any assessment levied in connection with such reorganization or arrangement;
- (viii) extend the time (with or without security) for the payment or delivery of any debts or property and to execute and enter into releases, agreements and other instruments;
- (ix) pay or satisfy any debt or claims;
- (x) file any financing statements concerning the Portfolio Assets with the appropriate authorities to protect the Portfolio Assets from any potential claim of any creditors of any of the Participants; and
- (xi) provide for the timely amendment of this Agreement and any Third Party Agreement to conform to changes enacted to any relevant provision of the GML or other State or federal law, rule, or regulation;

(g) with respect to the payment of expenses on behalf of a particular Portfolio, on audit of the auditing official or body of the Lead Agent or the Chief Investment Officer or the Governing Board (which audit shall be performed within fifteen (15) days of the presentment of an invoice with a voucher, if required, supplied by the Governing Board): within thirty (30) days of the presentment of such invoice and voucher irrespective of the performance of such audit (i) pay charges or expenses necessary or incidental to or proper for carrying out any of the purposes of this Agreement; (ii) reimburse others, including the Lead Agent or the Chief Investment Officer or a member of the Governing Board, for the payment thereof but only if such invoice and voucher properly document expenses actually incurred or services actually performed; and (iii) pay appropriate compensation or fees from the Portfolio Assets to Persons, including the Lead Agent or the Chief Investment Officer or a member of the Governing Board, with whom the Governing Board has, pursuant to but limited to the purpose of this Agreement, contracted for or transacted business;



[TO BE COMPLETED BY THE PARTICIPANT'S OFFICIAL RECORD-KEEPING OFFICER]

I, Name of official record-keeping officer, Title of official record-keeping officer
of the Name of Participant ("Participant"), HEREBY CERTIFY as follows:

1. I have compared the attached extract with the minutes of the meeting of the Participant held on Month D, YYYY and such extract is a true and correct copy of such minutes and of the whole thereof insofar as such minutes relate to matters referred to in such extract.

2. Such minutes correctly state the time when such meeting was convened and the place where such meeting was held and the members of the Finance Board of the Participant who attended such meeting.

3. Notice of such meeting was given as prescribed by law and such meeting was open to all persons who were entitled by law to attend such meeting.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Participant this 00th day of Month, 2016.

(SEAL)

Name of official recordkeeping officer

Title of official record-keeping officer

Completed forms may be submitted to NYLAF via fax, email or regular U.S. mail.

Fax to 866-548-8633, Attn: NYLAF | Scan and Email to: nylaf@pmanetwork.com or rbc-cmg@rbc.com

Mail to: NYLAF Administration, PMA Financial Network, 2135 CityGate Lane 7th FL, Naperville IL 60563



[TO BE PRESENTED TO THE PARTICIPANT'S GOVERNING BODY FOR APPROVAL]

Resolution of the _____ Common Council _____ ("Governing Body") of the _____ City of Kingston _____ ("Participant"), authorizing the execution and delivery of an amended and restated Municipal Cooperation Agreement and related documents by and among the several municipal corporations, school district, fire districts and/or boards of cooperative educational services to provide for the cooperative temporary investment of public funds.

WHEREAS, the Participant, pursuant to the provisions of the General Municipal Law and its investment policy, after due investigation, evaluation and deliberation, has determined that it is in the best interest of the Participant to invest a portion of its public funds on a cooperative basis pursuant to the terms of a Municipal Cooperation Agreement dated as of July 20, 2007 (the "Agreement") among the Red Hook Central School District, as Lead Agent, and various other municipal corporations, under the trade name "New York Liquid Asset Fund" ("NYLAF");

NOW, THEREFORE, be it resolved by the Governing Body (the "Finance Board") of the Participant, located in Ulster County County, State of New York, as follows:

Section 1. The terms, conditions and provisions of the Agreement attached hereto are hereby approved. The _____ Comptroller _____ (the "Chief Fiscal Officer") of the Participant is hereby authorized to execute and deliver the Agreement, and the Chief Fiscal Officer is hereby authorized to affix the seal of the Participant thereto and attest such seal. The Chief Fiscal Officer is hereby authorized to from time to time effect and consent to such changes to the Agreement in the form attached hereto as may be necessary or convenient in order to further carry out the purposes of the Agreement or to clarify or correct the terms thereof. The Chief Fiscal Officer is hereby authorized to delegate the foregoing duties to his or her designees as authorized by the Law (as that term is defined in the Agreement), which designee is an authorized employee officer of the Participant. Upon the execution in full and delivery of the Agreement, the Participant shall become a Participant, as that term is defined in the Agreement.

Section 2. Notwithstanding any term or provision of the Agreement to the contrary, the Participant may withdraw from the Agreement at any time upon thirty (30) days written notice to the Governing Board of NYLAF by the Chief Fiscal Officer and thereafter the Participant shall cease to have any rights or obligations under the Agreement.

Section 3. This resolution shall be effective immediately upon its due adoption by the Finance Board.



[TO BE COMPLETED BY THE PARTICIPANT'S OFFICIAL RECORD-KEEPING OFFICER]

EXTRACTS FROM MINUTES OF MEETING OF
THE Common Council ("GOVERNING BODY")
OF City of Kingston ("PARTICIPANT")

(Municipal Cooperation Agreement and Related Documents)

A regular meeting of the Governing Body (the "Finance Board") of the
Participant was held at Kingston, New York, on April 3, 2018 at 07:00 PM, at
which meeting a quorum was at all times present and acting. There were:

PRESENT:

ABSENT:

ALSO PRESENT:

Name of Person moved the adoption of the following resolution. The motion was seconded
by Name of Person. The Finance Board was polled. The motion was adopted by a vote of _____
affirmative votes (being at least a majority of the entire voting strength of the Finance Board) and
_____ negative votes and _____ absent votes.



INSTRUCTIONS for New Participants

- Please fill in the highlighted information on pages 1-3.
- Pages 1 and 3 are to be completed by the Participant's official record-keeping officer. As an alternative to completing Pages 1 and 3, a certified copy of the minutes of the meeting of the Participant may be provided.
- Page 2 contains resolutions to be presented to the Participant's governing body for approval.

If you have any questions concerning the completion of these documents, please contact RBC Lancaster at: 866-996-9523 | Option 2.

Other Fees and Expenses of NYLAF

1) Annual fee of the Lead Agent up to, but not in excess of \$60,000 per year, payable in monthly installments of not greater than \$5,000 per month, which may be waived with the consent of the Lead Agent.

2) Governing Board expenses for (a) legal services up to, but not in excess of, \$32,000 per year, (b) audit services, up to, but not in excess of \$14,000 per year, and (c) other Governing Board expenses, including meeting related expenses, up to, but not in excess of \$15,000 per year.

EXHIBIT B

Fees of the Investment Consultant, Administrator, Marketing Agent and Custodian

The Liquid Portfolio and the MAX Portfolio

Under the Investment Advisory Agreement, the Investment Consultant is paid a fee at an annual rate equal to 0.075% of the average daily net asset value of each of the Liquid Portfolio and the MAX Portfolio. These fees are calculated daily on each Portfolio, charged to the Liquid Portfolio or MAX Portfolio, as applicable, and paid monthly.

Under the Administration Agreement, the Administrator is paid a fee for administrative services it provides to the Liquid Portfolio and the MAX Portfolio. For administrative services provided to the Liquid Portfolio, the Administrator is paid a fee at an annual rate equal to Under the Administrative Service Agreement, PMA as Administrator is paid a fee for administrative services it provides to the Liquid Portfolio and the MAX Portfolio. For administrative services provided to the Liquid and MAX Portfolios collectively, PMA as Administrator is paid a fee at an annual rate equal to 0.11% of the average daily net asset value of the combined Portfolios that are \$500 million or less, 0.09% of the average daily net asset value of the combined Portfolios that are in excess of \$500 million to \$800 million, 0.06% of the average daily net asset value of the combined Portfolios that are in excess of \$800 million to \$1 billion and 0.04% of the average daily net asset value of the combined Portfolios that are in excess of \$1 billion. Under the Custody Agreement with the Lead Agent, Wilmington Trust as Custodian is paid an annual fee equal to 0.03% of the total market value of the assets in the account, with a minimum market value fee equal to \$1,200. Fees are payable monthly. In addition, the Custodian is paid disbursement charges, security transaction charges and other charges.

The administrative, marketing, cash management and custodial fees are calculated daily on each Portfolio, charged to the Liquid Portfolio or MAX Portfolio, as applicable, and paid monthly. In general, the Governing Board intends to limit the expenses allocated to the MAX Portfolio to 0.50% of the average daily net asset value of the MAX Portfolio, with any expenses in excess of that amount allocated to the Liquid Portfolio. Extraordinary or non-recurring expenses may, however, be allocated differently, in the discretion of the Governing Board.

The New York Choice Fixed Income Investment Program

Participants purchasing Permitted Investments through the New York Choice Fixed Income Investment Program will pay up to a 0.25% annual fee on the original principal amount of the Permitted Investments. These fees are separate and apart from those assessed to the Liquid and MAX Portfolios.

An amount equal to 0.10% (annualized) of the revenue derived from the sale of fixed income securities orders placed by the Investment Consultant will be transferred [each month] to a marketing account established by the Governing Board to be used for the payment of NYLAF's Marketing expenses, or at the discretion of the Marketing Agent, an approved expense relating to the Liquid Portfolio and the MAX Portfolio, including any sponsorship payments to New York State Association of School Business Officials (NYSASBO).

_____ (xi) Zero coupon obligations of the United States government marketed are "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.

APPENDIX A TO INVESTMENT GUIDELINES

Schedule of Eligible Securities for Collateral

NOT ELIGIBLE INVESTMENT SECURITIES

_____ (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 such 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 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 which 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 limitations established by federal bank regulatory agencies.

_____ (x) commercial paper and banker's acceptances issued by a bank (other than the bank in which 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 no longer than 60 days from the date they are pledged.

agent of the Chief Investment Officer or the Lead Agent, and all such acts of any such counterparty shall be and shall be deemed to be ministerial in nature and constitute the following of express or necessarily implied authorizations, acceptances and consents of the Chief Investment Officer or the Lead Agent, as the case may be.

- The Marketing Agent shall attach a true copy of these Investment Guidelines to any Master Repurchase Agreement or custody undertaking agreement executed, delivered and used in connection with investment in securities or any interest therein under the Agreement.

- All investment securities shall remain in the possession, custody or control of the custodian under the Agreement or the custodian under a Custodial Undertaking Agreement and shall be segregated from other securities in the possession, custody or control of any such custodian with title or other written designation as to ownership to such securities at all times in Red Hook Central School District, as Lead Agent of the New York Liquid Asset Fund (NYLAF); provided that the Lead Agent shall not sell, pledge, hypothecate or otherwise transfer such securities or any interest therein. The Lead Agent acknowledges that segregation of investment securities will be subject to a counterparty to a Master Repurchase Agreement' ability to satisfy any lien granted in a substituted security.
- During any transaction the security interest of the New York Liquid Asset Fund (NYLAF), in any investment security will be evidenced by its possession and control by the custodian under the Agreement or a custodian under a Custody Undertaking Agreement. Although New York Liquid Asset Fund (NYLAF) intends that any transaction is a purchase and sale of securities, in the event any transaction is deemed to be a secured loan collateralized by such securities, a Master Repurchase Agreement shall provide that the relevant counterparty thereto shall be deemed to have granted and pledged to New York Liquid Asset Fund (NYLAF) perfected security interest in such securities. Any Master Repurchase Agreement shall provide that any transaction is and shall be deemed to be a "qualified financial contract" under applicable federal bankruptcy and secured transaction law and that such securities are not part of the estate of any counterparty to a Master Repurchase Agreement upon an event of insolvency, bankruptcy, reorganization, liquidation, dissolution or assignment for the benefit of creditors of such counterparty.
- Red Hook Central School District, as Lead Agent, in the exercise of the provisions contained in paragraph XIII.B herein is exercising and shall be deemed to be exercising a necessarily implied power authorized in Section 11 of the GML, and any actions taken shall not be or be deemed to be a direct or indirect gift or loan of money or property or credit of Red Hook Central School District or any participant under the Agreement to or in aid of any individual, private corporation or association.
- All transactions shall be deemed to be purchases and sales, and shall never be or be deemed to be a loan of money secured by investment securities as collateral, notwithstanding any accounting rule or interpretation of federal tax law to the contrary applied by any counterparty to a Master Repurchase Agreement or to a Custodial Undertaking Agreement.
- Securities subject to a Master Repurchase Agreement shall not include mutual funds or money market funds or securities other than those set forth in paragraph X herein.
- No counterparty to a Master Repurchase Agreement or Custodial Undertaking Agreement shall be or be deemed to be an agent or carrying out the duties of an

- Trading partners are limited to banks or trust companies authorized to do business in New York State and primary reporting dealers.
- Obligations shall be limited to obligations of the United States of America and obligations guaranteed by agencies of the United States of America.
- No substitution of investment securities will be allowed.
- The custodian shall be a party other than the trading partner.
- All repurchase agreements shall be in compliance with the provisions of Sections 10 and 11 of the GML.
- Any investment securities which are purchased pursuant to a repurchase agreement shall be deemed to be payable or redeemable for purposes of the preceding sentence on the date on which such obligations are scheduled to be repurchased by the seller thereof; any investment securities which provide for the adjustment of their respective interest rate on set dates shall be deemed to be payable or redeemable for purposes of the preceding sentence on the date on which the principle amount may be recovered in full by demand of the holder or owner thereof.

B. Repurchase agreements included as investments under the Agreement are authorized subject to the following provisions in addition to the restrictions set forth in paragraph XIII.A above unless such restriction is not included in such provisions:

- A transaction constituting a repurchase agreement or a series of such transactions each of which is or is deemed to be a repurchase agreement may be in effect for up to 90 days.
- Substitution of investment securities is authorized. Substitution may occur one or more times during a business day with respect to any investment security. Each substitution shall be deemed a separate purchase and sale of an investment security and a separate repurchase agreement with the understanding that a substituted security may be commingled with other investment securities of a counterparty to a Master Repurchase Agreement and may, in turn, become subject to liens granted to third parties and used for delivery in other securities transactions of such a counterparty. Any substitution of investment securities is subject to authorization by the Chief Investment Officer under the Agreement upon notice through Email of a confirmation by 4:00 p.m. (New York Time) on a business day (Monday through Friday). The Chief Investment Officer shall review such transmission and any confirmations contained therein and accept the terms of same by Email by 10:00 a.m. (New York Time) on the next succeeding business. Any transaction not so accepted by the Chief Investment Officer shall be terminated and be deemed terminated. A Master Repurchase Agreement shall include in its terms optional substitution/termination language substantially in the form contained in The Bond Market Association market Practice Update 96-1.

as reporting dealers affiliated with the New York Federal Reserve Bank, as primary dealers. The Treasurer or Deputy Treasurer and the Assistant Superintendent each is responsible for evaluating the financial position and maintaining a listing of proposed depositories, trading partners and custodians. Such listing shall be evaluated at least annually.

XI. PURCHASE OF INVESTMENTS

The Treasurer or Deputy Treasurer and the Assistant Superintendent each is authorized to contract for the purchase of investments:

1. Directly, including through a repurchase agreement, from an authorized trading partner.
2. By participation in a cooperative investment program with another authorized governmental entity pursuant to article 3-A and article 5-G of the GML where such program meets, among all other things, substantially all the requirements set forth in the Office of the State Comptroller Opinion No. 88-46, and the specific program has been authorized by the Governing Board.
3. By utilizing an ongoing investment program with an authorized trading partner pursuant to a contract authorized by the Governing Board.

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 Red Hook Central School District by Investment Consultant. Any obligation held in the custody of a bank or trust company shall be held pursuant to a written custodial agreement as described in Section 10 of the GML.

The custodial agreement shall provide that securities held by the bank or trust company, as agent of and custodian for, the local government, will be kept separate and apart from the general assets of the custodial bank or trust company and will not, in any circumstances, be commingled with or become part of the backing for any other deposit or other liabilities. Such agreement shall describe how the custodian shall confirm the receipt, substitution and release of the securities. Such agreement shall include all provisions necessary to provide the local government a perfected interest in the securities. Such agreement shall provide for the frequency of revaluation of collateral by the custodian and the substitution of collateral when a change in the rating of a security causes ineligibility pursuant to Section 10(1)(f) of the GML.

XII. REPURCHASE AGREEMENTS

A. Repurchase agreements not included as investments under the Agreement are authorized subject to the following restrictions:

- All repurchase agreements must be entered into subject to a Master Repurchase Agreement.

Agreement or a Custodial Undertaking Agreement. The custodial agreement should also describe that the custodian shall confirm the receipt, substitution or release of the securities. The agreement shall provide for the frequency of revaluation of the eligible securities and for the substitution of securities when a change in the rating of a security may cause ineligibility. Such agreement shall include all provisions necessary to provide the local government a perfected interest in the securities.

IX. LEGALLY PERMITTED INVESTMENTS

As authorized by Section 11 of the GML, the Red Hook Central School District authorizes the Treasurer or Deputy Treasurer and the Assistant Superintendent as Chief Investment Officer under the Agreement 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;
- Certificates of deposit;
- 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;
- Obligations issued pursuant to Local Finance Law §24.00 or 25.00 (with approval of the State Comptroller) by any municipality, school district or district corporation other than the City of New York.
- Obligations of this local government, but only with any moneys in a reserve fund established pursuant to General Municipal Law §§6-c, 6-d, 6-e, 6-g, 6-h, 6-j, 6-k, 6-l, 6-m, or 6-n.

All investment obligations shall be payable or redeemable at the option of the New York Liquid Asset Fund (NYLAF) 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 New York Liquid Asset Fund within two years of the date of purchase.

X. AUTHORIZED FINANCIAL INSTITUTIONS AND DEALERS

The New York Liquid Asset Fund (NYLAF) will 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. All financial institutions with which the local government conducts business must be credit worthy. Banks shall provide their most recent Consolidated Report of Condition (Call Report) at the request of the Lead Agent. Security and dealers not affiliated with a bank shall be required to be classified

excess of the amount insured under the provisions of the Federal Deposit Insurance Act shall be secured:

1. By a pledge of "eligible securities" with an aggregate "market value" as provided by Section 10 of the GML, equal to the aggregate amount of deposits from the categories designated in Appendix A to the policy.

2. By an eligible "irrevocable letter of credit" issued by a qualified bank other than the depository bank in favor of New York Liquid Asset Fund (NYLAF) for a term not to exceed 90 days with an aggregate value equal to 140% of the aggregate amount of deposits and the agreed upon interest, if any. A qualified bank is one whose commercial paper and other unsecured short-term debt obligations are rated in one of the highest rating categories by at least one nationally recognized bank rating agency or by a bank that is in compliance with applicable federal minimum risk-based capital requirements.

2a. "Irrevocable Letter of Credits" (LOCs) issued by a Federal Home Loan Bank, the aggregate value will equal to 100% of the aggregate amount of deposits and the agreed upon interest, if any.

3. By an eligible surety bond payable to New York Liquid Asset Fund (NYLAF) for an amount at least equal to 100% of the aggregate amount of deposits and agreed upon interest, if any, executed by an insurance company, specializing in casualty, general liability and indemnity insurance, 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 insurance rating agencies.

VIII. SAFEKEEPING AND COLLATERALIZATION

Eligible securities used for collateralizing deposits shall be held by a commercial bank authorized to do business in the State of New York, which shall be M&T Bank (except when a circumstance identified by the Lead Agent makes another such commercial bank an advantageous choice for the Participants taken as a whole) for the Lead Agent, subject to security and custodial agreements, and subject further, where applicable, to a Custodial Undertaking Agreement in the case of a Master Repurchase Agreement with respect to the Agreement.

The security agreement shall provide that eligible securities are being pledged to secure local government deposits together with agreed upon interest, if any, and any costs or expenses arising out of the collection of such deposits upon default. It shall also provide the conditions under which the 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 local government, such securities shall be delivered in a form suitable for transfer or with an assignment in blank to the New York Liquid Asset Fund (NYLAF) custodial bank.

The custodial agreement shall provide that securities held by the bank or trust company, or agent of and custodian for, the local government, 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 for any other deposits or other liabilities, except with respect to the Agreement in the case of substitution of securities in connection with a Master Repurchase

III. DELEGATION OF AUTHORITY

The Red Hook Central School District's responsibility for administration of the investment program is delegated to (i) the Treasurer and Deputy Treasurer of the Red Hook Central School District with respect to investment activities of the Red Hook Central School District, and (ii) the Assistant Superintendent of the Red Hook Central School District, or authorized designee in writing, with respect to the investment activities of the Lead Agent, who shall be the Chief Investment Officer of the New York Liquid Asset Fund (NYLAF) under the Agreement and who shall establish written procedures for the operation of the investment program consistent with these investment guidelines. Such procedures shall include an adequate internal control structure to provide a satisfactory level of accountability based on a data base or records incorporating a description and the amounts of investments, transaction dates, and other relevant information and to regulate the activities of subordinate employees. Such procedures shall also include use of electronic transmissions ("Email"), which shall be confirmed in a written record, to accept or not accept transaction activity upon notice from a Custodian under the Agreement or a custodian under a Custodial Undertaking Agreement in connection with a Master Repurchase Agreement.

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 New York Liquid Asset Fund (NYLAF) Board of Governors to govern effectively.

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, 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 New York Liquid Asset Fund (NYLAF) to diversify its deposits and investments by financial institution, by investment instrument, and by maturity scheduling.

VI. DESIGNATION OF DEPOSITORIES

The banks and trust companies authorized for the deposit of monies include any commercial bank authorized to do business in the State of New York, providing the account is collateralized as required by law.

VII. COLLATERALIZATION

In accordance with the provisions of Section 10 of the GML, all deposits of the New York Liquid Asset Fund (NYLAF), including certificates of deposit and special time deposits, in

EXHIBIT A

Investment Guidelines

RED HOOK CENTRAL SCHOOL DISTRICT,
NEW YORK AS LEAD AGENT FOR NYLAF

I. SCOPE

These investment guidelines apply to all moneys and other financial resources available for investment by the Red Hook Central School District on its own behalf (as its investment policy) or on behalf of any other entity or individual, including as Lead Agent under a Municipal Cooperation Agreement for the New York Liquid Asset Fund (NYLAF), dated, as amended (the "Agreement"). All capitalized words, terms and phrases contained in this Investment Policy and not otherwise defined shall have the same meaning ascribed to them in the Agreement.

II. OBJECTIVES

The primary objectives of the investment activities of the New York Liquid Asset Fund (NYLAF) are, in priority order,

- to conform with all applicable federal, state and other legal requirements (legal);
- to adequately safeguard principal (safety);
- to provide sufficient liquidity to meet all operating requirements (liquidity); and
- to obtain a reasonable rate of return (yield).

The objectives of the Red Hook Central School District as Lead Agent under the Agreement shall also include (i) conforming to the provisions of Section 39 of the General Municipal Law (the "GML") relating to an investment policy, (ii) maintaining the value of each Participant's interest in the Agreement at a stable value of one dollar, (iii) restricting Permitted Investments only to those types of investments set forth in Section 11 of the GML and investing through repurchase agreements, variable rate obligations and structured obligations only upon the recommendation of the Investment Consultant and the advice of legal counsel, (iv) limiting the maximum time remaining to maturity of individual investments to not more than 397 days, and limiting the maximum weighted average maturity of all investments to not more than 60 days, (v) obtaining reasonable diversification of types of investments and reasonable diversification of Persons performing services under the Services and Marketing Agreement in consultation with the Marketing Agent; provided that, in compliance with article 3-A of the GML, any Permitted Investment held under the Agreement on or after May 1, 1998 which provides for the adjustment of its interest rate on set dates shall be deemed to mature or to have matured on the earliest date after May 1, 1998 on which the interest rate resets, and (vi) with the advice of counsel, maximizing the use of commercially acceptable transaction methods which provide maximum yield with minimum exposure to liquidity and safety of principal.

depositing the same in the United States mail, postage prepaid, addressed to the person entitled thereto at his address as it appears on the records maintained by the Governing Board, and (iii) shall be deemed to have been given on the day of such mailing.

IN WITNESS WHEREOF, the Lead Agent, as a Participant, has caused this Agreement, as amended, to be executed in its name and on its behalf as of.

RED HOOK SCHOOL DISTRICT,
as Lead Agent

By: _____
Title: District Superintendent

action taken or omitted (including, but not limited to, selection of the Lead Agent and the designation of the Governing Board) prior to the discovery or removal of the Conflicting Provisions.

14.6. Gender; Section Headings. Words of the masculine gender shall mean and include correlative words of the feminine and neuter genders and words importing the singular number shall mean and include the plural number and vice versa.

14.7. Captions. Any headings preceding the texts of the Articles and Sections of this Agreement and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall neither constitute a part of this Agreement nor affect its meaning, construction or effect.

14.8. No Assignment. No Participant may sell, assign, pledge or otherwise transfer or dispose any of its rights or benefits under this Agreement to any other Person except with respect to the Lead Agent pursuant to Section 4.3(a)(iii) of this Agreement, and any purported sale, assignment, pledge, or other transfer or disposition shall be null and void.

14.9. No Partnership, Bank or Broker/Dealer. Notwithstanding any provision hereof to the contrary, this Agreement, and the establishment of the Portfolios, does not constitute an association of two or more Persons to carry on as co-owners a business for profit, and none of the Participants intends this Agreement to constitute (i) a partnership or any other joint venture or association, except as permitted by the Act, (ii) a bank subject to State or Federal banking laws, or a broker/dealer, (iii) a mutual fund, or other entity regulated by the U.S. Securities and Exchange Commission or subject to State or Federal securities laws. Furthermore, none of the Participants has any authority hereunder to personally bind or act as agent for another Participant in any manner whatsoever, except to the extent, if any, expressly provided elsewhere herein with respect to the functions, power and duties of the Lead Agent, the Chief Investment Officer and the Governing Board.

14.10. Trade Name. Notwithstanding the provisions of Section 14.9, the Participants, together with the Lead Agent, Chief Investment Officer, Governing Board, Administrator, Investment Consultant, Marketing Agent, and Custodian may operate under the terms of this Agreement for purposes of representations to the public under the trade name of "New York Liquid Asset Fund" or the acronym "NYLAF". The Lead Agent, Chief Investment Officer and Governing Board shall take such action with the advice counsel under applicable Laws to register, reserve and protect the said trade name and acronym so long as this Agreement is in force and effect.

14.11. Construction of Powers. In construing the provisions of this Agreement, the presumption shall be in favor of a grant of power to the Lead Agent, the Chief Investment Officer, and the Governing Board. The Lead Agent, the Chief Investment Officer, and the Governing Board shall not be required to obtain any court order to deal with the Portfolio Assets of any Portfolio.

14.12. Notice. Unless otherwise specified in this Agreement, all notices required to be sent under this Agreement: (i) shall be in writing, (ii) shall be deemed to be sufficient if given by

(d) Upon termination of this Agreement, paying or adequately providing for the payment of all Portfolio Liabilities and making distributions to the Participants as herein provided, the Lead Agent shall execute and lodge among the records maintained in connection with this Agreement, an instrument in writing setting forth the fact of such termination, and the Lead Agent, Chief Investment Officer, Participants and Governing Board shall thereupon be discharged from all further liabilities and duties hereunder, and the rights and benefits of all Participants hereunder shall cease and be canceled and discharged; provided that Section 2.6 hereof and the provisions of the Indemnity Agreement shall survive any termination of this Agreement.

(e) If this Agreement is terminated pursuant to Section 13.3(a) hereof, the resignation and/or withdrawal of the Lead Agent shall be postponed until the instrument contemplated by Section 13.3(c) hereof has been executed and lodged among the records maintained in connection with this Agreement.

ARTICLE XIV

MISCELLANEOUS

14.1. Governing Law. This Agreement is executed by the Participants and delivered in the State and with reference to the Laws thereof, and the rights of all parties and the validity, construction and effect of every provision hereof shall be subject to and construed according to the laws of the State.

14.2. Fiscal Year. The fiscal year of activities and operations conducted under this Agreement shall commence on October 1 and end on September 30.

14.3. Counterparts. This Agreement may be executed in several counterparts, each of which when so executed in full shall be deemed to be an original, and such counterparts, together, shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.

14.4. Reliance by Third Parties. Any Person dealing with the Lead Agent, the Chief Investment Officer or the Governing Board shall be entitled to rely upon a certificate executed by a Person who, according to the records maintained hereunder, makes a bona fide representation to be the Lead Agent, the Chief Investment Officer or a member of the Governing Board, as the case may be, with respect to any of the following matters: (i) the number or identity of the Governing Board or Participants; (ii) the identity of the Lead Agent, the Governing Board or the Chief Investment Officer; (iii) the due authorization of the execution of any instrument or writing; or (iv) the existence of any fact or facts which in any manner relate to this Agreement.

14.5. Conflicts with Law. The provisions of this Agreement are severable, and if any one or more of such provisions (the "Conflicting Provisions") are in conflict with any applicable Laws, the Conflicting Provisions shall be deemed never to have constituted a part of this Agreement and this Agreement may be amended pursuant to Section 13.1 hereof to remove the Conflicting Provisions; provided, however, that such conflict or amendment shall not affect or impair any of the remaining provisions of this Agreement or render invalid or improper any

such date in the resolution, the Governing Board may delegate the authority to establish such date to the Chair;

(b) The Chief Investment Officer shall promptly, and in any event within five (5) Business Days, notify each Participant of the terms of the amendment and the date on which such resolution was adopted; and

(c) Such amendment shall not become effective until at least thirty (30) days have elapsed since the notification of each participant under Section 13.2(b). Participants who have not withdrawn by such time shall be deemed to have consented to such amendment.

13.3. Termination.

(a) This Agreement may be terminated at any time pursuant to a duly adopted amendment hereto.

(b) This Agreement shall terminate automatically if this Agreement is not amended to name a new Lead Agent on or before the day that is immediately prior to the date on which the resignation or withdrawal of the Lead Agent would otherwise become effective.

(c) Upon the termination of this Agreement pursuant to this Section 13.3:

(i) The Lead Agent shall carry on no business in connection with the Portfolio Assets of each Portfolio except for the purpose of satisfying the Portfolio Liabilities of each Portfolio and winding up its affairs in connection with the Portfolio Assets of each Portfolio;

(ii) The Lead Agent shall proceed to wind up its affairs in connection with the Portfolio Assets of each Portfolio, and all of the powers of the Lead Agent, the Chief Investment Officer and the Governing Board under this Agreement shall continue until the affairs of the Lead Agent in connection with the Portfolio Assets of each Portfolio shall have been wound up, including, but not limited to, the power to fulfill or discharge obligations under the Third Party Agreements, collect amounts owed, sell, convey, assign, exchange, transfer or otherwise dispose of all or any part of the remaining Portfolio Assets of each Portfolio to one or more persons at public or private sale for consideration which may consist in whole or in part of cash, securities or other property of any kind, discharge or pay the Portfolio Liabilities of each Portfolio, and do all other acts appropriate to liquidate its affairs in connection with the Portfolio Assets of each Portfolio; and

(iii) After paying or adequately providing for the payment of all Portfolio Liabilities of each Portfolio, and upon receipt of such releases, indemnities and refunding agreements as the Lead Agent deems necessary for its protection, the Lead Agent shall distribute the remaining Portfolio Assets of each Portfolio, in cash or in kind or partly in each, among the Participants according to their respective Participant Balances.

and (iii) serving under a Custodial Undertaking Agreement with respect to a Master Repurchase Agreement.

ARTICLE XIII

AMENDMENT AND TERMINATION

13.1. Amendment. This Agreement, including the Exhibits hereto, may be amended by the Participants from time to time in the following manner:

(a) A majority of the voting strength of the Governing Board shall adopt a resolution setting forth the proposed amendment and declaring its advisability;

(b) The Chief Investment Officer shall promptly, and in any event within five (5) Business Days, notify each Participant of the terms of the proposed amendment, the date on which such resolution was adopted, and (except in the case of an amendment permitted under Section 13.2 hereof) that each Participant has sixty (60) days from the date of the adoption of such resolution by the Governing Board to approve the proposed amendment;

(c) Sixty (60) days after the date of the adoption of such resolution, (A) a Participant shall be deemed to have given notice of approval of the proposed amendment if it has theretofore delivered to the Governing Board an executed counterpart of the proposed amendment and a certificate, in a form acceptable to the Governing Board, to the effect that: (i) such Participant has held any necessary public hearings, conducted any necessary referenda and obtained any necessary consents of governmental agencies; (ii) the proposed amendment has been approved by a majority vote of the voting strength of such Participant's governing body; and (iii) such Participant has satisfied any other requirements applicable to its making contracts; or (B) a Participant shall be deemed to have given notice pursuant to the provisions of Section 7.2 hereof of its intent to withdraw from the Agreement; and

(d) the amendment shall become effective once the approval or withdrawal of every Participant deemed to have given notice of approval or withdrawal under Section 13.1(c) in connection with the proposed amendment has become effective.

13.2. Simplified Procedure for Certain Amendments.

The provisions of Section 13.1 to the contrary notwithstanding, if an amendment is to effect a replacement of the Lead Agent with another Participant consenting to serve as such, or to replace the Administrator or a Custodian, or to make related changes to the Agreement reasonably necessary or convenient to accommodate the Lead Agent, Administrator or Custodian (such as, without limitation, changes to responsibilities and compensation) which are, in the determination of the Governing Board, expected to be in the best interest of the Participants taken as a whole, the procedures of this Section 13.2 shall apply as follows:

(a) A majority of the voting strength of the Governing Board shall adopt a resolution setting forth the amendment and including the identity of any replacement Administrator, the replacement Custodian or the Participant which is to become Lead Agent and, subject to Section 13.2(c), the date upon which such amendment is to become effective. In lieu of establishing

ARTICLE XI

THE ADMINISTRATOR

11.1. Appointment. The Governing Board shall be primarily responsible for the general supervision and administration of the Portfolio Assets of all Portfolios. However, the Governing Board is not required personally to perform all of the administrative tasks required under this Agreement and, consistent with the Governing Board's ultimate responsibility as stated herein, the Governing Board may from time to time, by amendment of the Agreement as provided for in Section 13.2 hereof, appoint an Administrator for purposes of carrying out the powers and responsibilities of the Governing Board under the terms of the Administration Agreement; provided that no investment discretion may be delegated to the Administrator. The Administrator may also serve as or be an Affiliate of Marketing Agent, a Custodian and the Investment Consultant. The Administrator shall be liable to the Lead Agent, the Chief Investment Officer and the Governing Board under the terms of the Indemnity Agreement.

ARTICLE XII

THE CUSTODIAN

12.1. Appointment. The Lead Agent is responsible for the custody of moneys, funds and investments under this Agreement and for assuring the security of the Portfolio Assets including the maintenance of collateral for all Portfolio Assets. To fulfill such duty, the Governing Board, with the consent of the Lead Agent, shall at all times require that each Custodian be a bank or trust company located and doing business in the State and otherwise qualified under applicable Laws as a custodian for investments of Participants. A Custodian shall serve pursuant to the terms of a Custody Agreement and in such other capacity with respect to any custodial function set forth in this Agreement as determined by and in the judgment of the Lead Agent and the Governing Board. The Governing Board may replace a Custodian from time to time, with the consent of the Lead Agent, by amendment of the Agreement as provided for in Section 13.2 hereof. The Lead Agent may appoint the Investment Consultant to serve as agent of the Lead Agent, with respect to ministerial acts only, under a Custody Agreement.

12.2. Actions of a Custodian. A Custodian may rely on instructions from the Investment Consultant, as agent of the Lead Agent under a Custody Agreement as set forth in Section 12.1 hereof and related agreements between a Custodian and the Lead Agent, as being duly authorized by the Lead Agent. The Lead Agent shall provide and retain written evidence of its authorized acts transmitted orally or in writing by the Investment Consultant, as agent of the Lead agent, to a Custodian, and a Custodian may require proof of such written evidence. A Custodian (and the Administrator and the Marketing Agent) acting in its capacity as a bank located and authorized to do business in the State, may perform additional functions under this Agreement, including, without limitation, (i) the transfer of funds from and to Participants and the performance of treasury function and other banking services of a financial institution, (ii) the providing for and holding of collateral for uninvested moneys held by a Custodian, or for moneys invested in a collateralized certificate of deposit held by a Custodian, in either case in its own name or through its agent, pursuant to the terms of the Third Party Custodian Agreement,

such report and opinion shall be filed with the Chief Investment Officer within ninety (90) days after the close of the period covered thereby. Copies of such reports shall be mailed promptly to each Participant that is a Participant at the close of the period covered thereby. The Governing Board shall prepare, or cause the Administrator to prepare, at least quarterly, an interim report containing an unaudited statement of the Portfolio Assets and the Portfolio Liabilities of all Portfolios as of the end of such quarterly period and a statement of operations and changes in net assets from the beginning of the then current reporting year to the end of such quarterly period. Within thirty (30) days after the end of such quarter, a copy of such report shall be sent to each Participant that is a Participant at the close of such quarterly period.

ARTICLE X

THE INVESTMENT CONSULTANT AND MARKETING AGENT

10.1. Appointment of Investment Consultant.

(a) The Governing Board, acting through the Chief Investment Officer, shall be ultimately responsible for making all investment decisions regarding the Portfolio Assets of all Portfolios in accordance with the Investment Guidelines applicable to such Portfolio. Consistent with the Governing Board's ultimate responsibility as stated herein, the Governing Board may contract with the Investment Consultant, subject to the consent by resolution of the governing board of each Participant, to provide investment advice to the Chief Investment Officer pursuant to the terms of the Investment Advisory Agreement. Although neither the Lead Agent nor the Governing Board may delegate the authority to make investment decisions to the Investment Consultant, the Chief Investment Officer may obtain advice from the Investment Consultant before making such investment decisions. The Investment Consultant may also serve as or be an Affiliate of the Administrator, the Marketing Agent and a Custodian. The Investment Consultant shall be liable to the Lead Agent, the Chief Investment Officer and the Governing Board under the terms of the Indemnity Agreement.

(b) To execute the securities transactions required by the investment decisions made by the Governing Board, acting through the Chief Investment Officer, in consultation with the Investment Consultant and the Administrator, the Governing Board may contract with one or more Responsible Persons, subject to the consent by resolution of the governing board of each Participant and selected pursuant to the provisions of Section 104-b of the GML.

10.2. Appointment of Marketing Agent. The Marketing Agent shall serve the Lead Agent or the Governing Board pursuant to the terms of the Services and Marketing Agreement. The Marketing Agent shall be liable to the Lead Agent, the Chief Investment Officer and the Governing Board under the terms of the Indemnity Agreement. The Marketing Agreement may also serve as or be an Affiliate of the Administrator, a Custodian and the Investment Consultant.

(e) **Chief Investment Officer** - The Chief Investment Officer shall be the Chief Fiscal Officer of the Participant which is the Lead Agent under this Agreement, or such other officer of the Participant which is the Lead Agent under this Agreement. The Governing Board shall and hereby does delegate to the Chief Investment Officer the daily responsibilities of making investment decisions pursuant to this Agreement. The Chief Investment Officer is authorized to perform such functions and exercise such judgment as specifically set forth in this Agreement and in the Investment Guidelines. The Chief Investment Officer shall have an appropriate bond or undertaking the cost of which shall be an expense of the Governing Board paid from Portfolio Assets.

8.9. Committees. The Governing Board may by resolution establish one or more committees, each committee to consist of at least three (3) members of the Governing Board, for the purpose of conducting the functions of the Governing Board.

8.10. By-Laws. The Governing Board may adopt by-laws, and amend same from time to time, to establish rules and procedures for the conduct of the functions of the Governing Board, its committees and its members.

ARTICLE IX

STATEMENTS AND REPORTS

9.1. Monthly Statement of Participant Balances. Within 15 days of the end of each month, the Governing Board shall, or shall cause the Administrator to, prepare and submit to each Participant that was a Participant during such month a statement, with respect to each Portfolio; disclosing any activity in its Participant Balances, the opening Participant Balances for such month, the value of its Participant Balances, an itemization of all Permitted Investments included in its Participant Balances, fees charged under the terms of this Agreement or any Third Party Agreement, and closing Participant Balances for such month including the Market Value of each Permitted Investment.

9.2. Reports. The Governing Board shall, or shall cause the Administrator to, prepare at least annually, with respect to any Portfolio (i) a report of operations containing a statement of the Portfolio Assets and the Portfolio Liabilities and the Permitted Investments held in any Portfolio, (ii) a statement of operations and of net changes in Portfolio Assets, prepared in conformity with generally accepted accounting principles consistently applied, including the Market Value of each Permitted Investment, time remaining to maturity, interest earned and realized, unrealized gains and losses, overall investment results, yield and weighted average maturity, list of fees paid for all professional services under the Third Party Agreements or otherwise, and a statement of all fees incurred by the Governing Board in administering this Agreement; and (iii) an opinion of an independent certified public accountant on such financial statements based on an examination of the books and records of the Governing Board with respect to the Portfolio Assets of each Portfolio made in accordance with generally accepted auditing standards. Such report, statement and opinion shall conform to the rules, regulations and opinions published by the office of the State Comptroller relating to joint investment activities of Municipal Corporations, and shall take into account applicable methods of accounting promulgated by the Government Accounting Standards Board. A signed copy of

members present shall be the act of the Governing Board. If at any meeting of the Governing Board there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time until a quorum is obtained, and no further notice thereof need be given other than by announcement at the meeting which shall be so adjourned.

8.7. Action Without Meeting. Unless prohibited by any applicable Laws, any action required or permitted to be taken at any meeting of the Governing Board may be taken without a meeting and without notice if all members of the Governing Board consent thereto in writing, and the writing is filed with the minutes of proceedings of the Governing Board. Any such written consent shall be effective as of the date specified therein, or if no date is specified, on the date when the consent is expressed.

8.8. Officers. At the annual meeting of the Governing Board, or at a special meeting called for such purpose, the Governing Board shall elect a Chair, a Vice-Chair, a Secretary, and a Treasurer. The Chair, the Vice-Chair, the Secretary and the Treasurer shall each hold office for two (2) years each. At the end of the two year term, the Vice-Chair will assume the role of Chair, the Secretary will assume the role of Vice-Chair, and the Treasurer will assume the role of Secretary. The Board will elect a new Treasurer. Such officers shall hold office until the next annual meeting of the Governing Board and until their successors are elected and qualified, except in the case of resignation, removal or death. The Governing Board may remove any appointed or elected officer at any time with or without cause and may fill any vacancy in any office, however created. Each officer in taking any act is entitled to rely upon the advice provided in writing or otherwise by legal counsel, an independent accountant, the Administrator, the Investment Consultant, the Marketing Agent, the Lead Agent or a Custodian.

(a) Chair - The chair shall preside at all meetings of the Governing Board, shall receive all notices and send all communications required to be received or sent by the Governing Board pursuant to the terms of this Agreement, shall exercise general supervision over the affairs of the Governing Board and shall perform such other duties as are usually incident to such office or as may be prescribed by the Governing Board. The chair shall be an ex-officio member of all committees of the Governing Board, may execute and deliver all instruments, contracts and other obligations in the name of the Governing Board and shall have such other powers and duties as may be prescribed by the Governing Board.

(b) Vice-chair - The vice-chair shall perform the duties of the chair in the latter's absence or inability to perform and have such powers and duties as may be prescribed by the Governing Board.

(c) Secretary - The secretary shall attend and keep minutes of all meetings of the Governing Board, shall keep such books and records as may be required by the Governing Board, shall give notices of meetings of the Governing Board and of the Participants, and shall have such other powers and duties as may be prescribed by the Governing Board.

(d) Treasurer - The treasurer shall have the responsibility for maintaining expenses and providing reimbursement therefor for the Governing Board. The treasurer shall have no other powers, duties or responsibilities. The treasurer shall have no control or authority with respect to the operations and activities conducted under this Agreement.

8.3. Term; Vacancies. Each member of the Governing Board shall hold office after his or her election, designation and qualification for a term of three years. Any three-year term of a member of the Governing Board shall extend to the date in the third fiscal year of NYLAF following the year of commencement of such term on which (a) a replacement member has been elected or (b) the member has been reelected. Such date shall be determined by the Governing Board by resolution. A member of the Governing Board shall serve until the first to occur of: (a) the expiration of his or her term, (b) his or her resigning, (c) his or her being removed, (d) his or her being adjudicated incompetent or otherwise losing capacity to discharge the duties of a member of the Governing Board, (e) his or her dying, (f) his or her ceasing to serve as the Fiscal Officer of the Participant he or she represents, or (g) the Participant who he or she represents is no longer a Participant in this Agreement. If a member of the Governing Board is no longer such a member prior to the expiration of his or her term, the remaining members of the Governing Board may appoint the Fiscal Officer of a Participant to fill the vacancy until the next annual election of the Governing Board at which time the unexpired term of the vacancy shall be filled in the same manner as all members of the Governing Board.

8.4. Resignation and Removal. A member of the Governing Board may resign by an instrument in writing signed by him or her and delivered to the Governing Board and such resignation shall be effective upon such delivery, or a later date according to the terms of such instrument. A member of the Governing Board may be removed for or without cause at any time by notice to the Governing Board by the Participant that nominated such Fiscal Officer for membership on the Governing Board.

8.5. Meetings. The Governing Board shall meet at least annually for the purpose of electing members of the Governing Board, accepting reports, and conducting such other business which may come before it. The annual meeting shall occur no earlier than ninety (90) days prior to the commencement of the next succeeding fiscal year. The Governing Board shall also hold quarterly meetings, one in each fiscal year quarter. The dates, times and places of such annual and quarterly meetings shall be established by the Governing Board upon written notice to members of the Governing Board and to Participants, pursuant to applicable Laws. Special meetings of the Governing Board may be called by the chair at any time and shall be called by the chair upon the written request of any two members of the Governing Board on at least two days' telephonic or facsimile notice to each member and shall be held at the date, time and place stated in the call of the meeting. A written waiver of notice, signed by a member of the Governing Board entitled to receive such notice shall be deemed equivalent to the timely giving of such notice, and attendance by a member of the Governing Board at a meeting shall constitute waiver of notice of such meeting unless such member attends such meeting for the express purpose of objecting, at the beginning of such meeting, to the transaction of any business on the ground that such meeting was not properly called. Attendance of meetings of the Governing Board may be in person or in person through an authorized representative of a member, or telephonically or by facsimile or by such other means in which all members of the Governing Board participating in such meeting may hear or effectively communicate with each other, and such participation at such meeting shall be deemed to constitute presence in person at such meeting.

8.6. Quorum. Two-thirds of the members of the Governing Board shall constitute a quorum for the transaction of business. If a quorum shall be present, the act of a majority of the

not be deemed to have requested the payment of its Participant Balances from any Portfolio unless and until such Participant either makes an actual payment request to the Chief Investment Officer or the Chief Investment Officer makes a final determination that such default has occurred, is continuing and no cure is available for such default.

ARTICLE VIII

ADVISERS GOVERNING BOARD

8.1. Establishment of Governing Board. There is hereby created a governing body for the administration of this Agreement to be known as the "New York Liquid Asset Fund Governing Board" or the "NYLAF Governing Board" and referred to in this Agreement as the Governing Board. The Governing Board shall administer all the provisions of this Agreement and be the contracting party under this Agreement with respect to all Third Party Agreements and agreements for services provided by professionals and specialists, except for a Custody Agreement and any Third Party Custody Agreement which shall be contracted in the name of the Fund. The predecessor to the Governing Board known as the Advisers or the Board of Advisers has been and is abolished, with no power, responsibilities or liabilities whatsoever thereafter.

8.2. Number, Election and Qualification. The number of members of the Governing Board shall be no more than fifteen (15). All members of the Governing Board shall be a Fiscal Officer of a Participant, or such officers or employees of a Participant which, in the judgment of the Governing Board, shall have knowledge and experience in financial matters. A candidate for membership on the Governing Board shall be nominated by the Participant he or she represents and the Governing Board shall present a recommended slate of candidates to the Participants. Candidates for membership on the Governing Board shall be elected by the Participants by resolution of their respective governing body at the annual meeting of the Governing Board upon at least thirty (30) days written notice of such election with the opportunity for Participants to vote by mail or proxy. The Governing Board shall establish an annual date for the election of members of the Governing Board. The election of a Fiscal Officer as a member of the Governing Board shall not become effective unless and until (i) such Fiscal Officer accepts such election in writing, (ii) such Fiscal Officer agrees in writing to be bound to the terms of this Agreement, and (iii) the Participant which the Fiscal Officer represents who is so elected has delivered to the Governing Board a certificate in acceptable form to the effect that such Person is the Fiscal Officer of such Participant or other qualified officer or employee of such Participant. Members of the Governing Board shall serve without compensation but shall be entitled to reimbursement paid from Portfolio Assets for their necessary and reasonable expenses for serving on the Governing Board. Each member of the Governing Board shall have an appropriate bond or undertaking in an amount to be determined by the Governing Board, the expense of which shall be paid from Portfolio Assets. Notwithstanding any provision of this Agreement to the contrary, no member of the Governing Board shall have an interest in a contract entered into by the Governing Board prohibited by Section 801 of the GML, and except as provided in Section 802 of the GML, an officer or employee of a Participant shall not have a prohibited interest (as that word is defined Section 800 of the GML) in any contract entered by the Governing Board.

operations of any Person with respect to this Agreement or any Third Party Agreement, in the judgment of the Governing Board.

6.11. Procurement of Professional Services. The Governing Board may procure the services of the Administrator, the Investment Consultant, a Custodian, the Marketing Agent, independent accountants, legal counsel and such other professionals and specialists as it deems necessary, desirable and appropriate to assist the Governing Board in executing its powers and fulfilling its responsibilities under the terms of this Agreement, provided that (i) such professionals or specialists shall meet all qualifications deemed appropriate by the Governing Board, (ii) the procurement of such professionals or specialists shall be made in compliance with the applicable provisions, if any, of Section 104-b of the GML subject to a request for proposals at least once every three (3) years, unless such applicable provisions are waived by the Governing Board upon the receipt of an opinion of legal counsel that such waiver is permitted by the Laws, (iii) any agreements with such professionals or specialists ensure compliance with Section 10 and Section 11 of the GML, in the judgment of the Governing Board, and (iv) the charges, fees and other compensation for any such professionals or specialists shall be clearly stated in written service contracts.

ARTICLE VII

PARTICIPANTS

7.1. Admission. Each Participant (including, but not limited to, the Lead Agent) hereby expressly agrees that any Municipal Corporation or other eligible entity can enter into this Agreement and become a Participant upon its: (a) holding any necessary public hearings, conducting any necessary referenda and obtaining any necessary consents of governmental agencies; (b) approving this Agreement by a majority vote of the voting strength of its governing body; (c) satisfying any other requirements applicable to its making contracts; (d) delivering to the Governing Board an executed counterpart of this Agreement; and (e) delivering to the Governing Board a certificate, in a form acceptable to the Governing Board, to the effect that the requirements of clauses (a) through (c) above have been satisfied and setting forth such other information as the Governing Board may require.

7.2. Withdrawal. Any Participant except the Lead Agent may withdraw from this Agreement at any time upon thirty (30) days written notice to the Governing Board. Upon a Participant's withdrawal from this Agreement, a Participant shall cease to have any rights or obligations under this Agreement. A notice of withdrawal shall be deemed to constitute a request under the Payment Procedures that an amount equal to the requesting Participant's Participant Balance in all Portfolios be paid to such Participant. Upon the effectiveness of such withdrawal such Participant's Participant Balance with respect to any Portfolio shall be equal to zero, and until such time, such Participant shall continue to possess all the rights, and shall be subject to all the obligations, arising from this Agreement.

7.3. Forced Withdrawal. Any Participant that is or becomes in default under any covenant contained in Article VI hereof or for which any of the representations contained in Article V hereof ceases to be true, shall be deemed to have given a notice of withdrawal pursuant to Section 7.2 hereof immediately upon the occurrence and continuation of such default, but shall

6.4. Supplemental Information. Each Participant covenants that if at any time any document or certificate delivered by it pursuant to this Agreement shall at such time be incomplete or false or contain material misstatements of fact or material omissions of fact that would render such statements to be misleading (including, but not limited to, changes in incumbent officers), such Participant shall deliver promptly to the Governing Board a new certificate that sets forth the correct information.

6.5. Investment Grade Rating. The Contributions Procedure shall provide at all times that each Series is rated AAAM by Standard & Poor's Corporation pursuant to the terms of the Administration Agreement. The Administrator shall disclose to each Participant at the annual meeting of the Governing Board the rating of each Portfolio and disclose to each Participant immediately in writing any change in the rating of any Portfolio.

6.6. Not a Money Market Fund. No Series shall be operated at any time by the Lead Agent or the Governing Board under the provisions of any Third Party Agreement as a "money market fund" as that term is defined in 17 C.F.R. 270.2a-7.

6.7. Insurance. The Governing Board shall obtain at its expense, paid from Portfolio Assets, errors and omissions insurance and fidelity insurance with respect to its employees and agents in an amount at all times not less than \$1 million. Such insurance shall be maintained by the Governing Board with a nationally recognized insurance carrier throughout the term of this Agreement.

6.8. [Reserved]

6.9. Information Statement. The Governing Board, through the Administrator, shall provide at least annually to each Participant the Information Statement. The Information Statement shall be approved at the annual meeting of the Governing Board. The Information Statement shall be provided to any prospective Participant by the Administrator or the Marketing Agent. The Information Statement shall contain, at a minimum, (i) a brief history of NYLAF and this Agreement, (ii) a description of the organization and terms of this Agreement, including the powers and responsibilities of the Governing Board and the qualifications of any professionals retained under this Agreement, (iii) a description of the investment objectives, policies and practices contained in this Agreement and the Investment Guidelines, including those pertaining to liquidity, methodology for determining Participants' interests, distribution of earnings and calculation of yield, (iv) a description of the investments currently held under this Agreement, (v) a listing of any fees or charges to be incurred by Participants, (vi) a description of the required procedures for initiation and termination of participation in this Agreement, and (vii) such other material statements which the Governing Board in its sole judgment shall determine to be necessary or reasonable to disclose in the Information Statement.

6.10. Notice of Material Events. Each Participant and the State Comptroller shall receive immediate written or Email notice of (i) any event or circumstances which, in the judgment of the Chief Investment Officer, may require the deferral of distributions or may cause investment losses not anticipated or provided against pursuant to the terms of this Agreement or the Investment Guidelines, and (ii) any other material adverse event relating to activities or

5.6. Business Analyses. Each Participant has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of its participation in the transactions contemplated herein. Each Participant has received a copy of the Information Statement and acknowledges that it has had access to such financial and other information, and has been afforded the opportunity to ask such questions of the Administrator, the Investment Consultant, the Chief Investment Officer and the Marketing Agent and receive answers thereto, as it deems necessary in connection with its decision to participate in the transactions contemplated hereby, including repurchase transactions pursuant to a Master Repurchase Agreement and, if applicable, a Custodial Undertaking Agreement. Each Participant understands that its interest in this Agreement is non-transferable. This representation and warranty is not intended to imply that the transactions contemplated hereby constitute the issuance of any securities by the Lead Agent, the Chief Investment Officer, the Administrator, the Marketing Agent, the Investment Consultant or the Governing Board.

ARTICLE VI

COVENANTS

6.1. Source of Contributions. Each Participant covenants that all contributions made to the Portfolio Assets of a particular Portfolio by it shall be from funds which it is permitted, pursuant to the provisions of statutes, local laws, resolutions, ordinances, charters, codes rules, regulations, and agreements applicable to such Participant to invest and otherwise apply in the manner contemplated by this Agreement.

6.2. Truth of Representations. Each Participant covenants that it shall withdraw from this Agreement pursuant to Section 7.2 hereof prior to the time that any of the representations made by it pursuant to Article V hereof ceases to be true.

6.3. Resignation of Lead Agent; Bankruptcy.

(a) The Lead Agent covenants that it shall not resign as Lead Agent except in accordance with Section 3.2 hereof. However, the Lead Agent must resign immediately upon notice to any Person that the Lead Agent intends to file for bankruptcy, reorganization or otherwise seek judicial protection from creditors under the applicable Laws. No Participant may contribute to or receive cash from any Portfolio until a Custodian is assured as provided in a Custody Agreement that a new Lead Agent is appointed by the Participants and such appointment has become effective.

(b) With respect to the Lead Agent's intent to file for bankruptcy, reorganization or otherwise seek judicial protection from creditors under the applicable Laws, for purposes of this Agreement, the Lead Agent shall be deemed to hold only legal title, and not an equitable interest (except to the extent the Lead Agent is a Participant) to or in any money, funds, Portfolios or Series subject to this Agreement, and each Participant shall be deemed to hold its pro-rata share of and an undivided interest in the beneficial interest in any such money, funds, Portfolios or Series.

whatsoever under the terms of this Agreement except with respect to the Letter of Credit to the extent provided in Section 2.7 hereof. No act by any Person under the terms of a Master Repurchase Agreement or Custodial Undertaking Agreement, if applicable, shall constitute with respect to any Participant a direct or indirect gift or loan of money or property of any Participant or of its credit to or in aid of any individual, private corporation or association.

4.7. Additional Power and Responsibilities of the Governing Board. In addition to the powers and responsibilities set forth in this Article IV of this Agreement, the Governing Board shall have, without limitation, the following powers and responsibilities: (i) enter into contracts deemed appropriate to assist in the management of this Agreement, (ii) delegate the daily responsibilities of making investment decisions pursuant to this Agreement and the Investment Guidelines to the Chief Investment Officer, as provided in Article VIII of this Agreement, and (iii) monitor compliance with the provisions of the Investment Guidelines, monitor compliance with the maturity limitations of Permitted Investments established in the Investment Guidelines and in the Act, and monitor compliance with the reporting and disclosure requirements set forth in this Agreement and in the Act, as to those Persons charged in this Agreement or any Third Party Agreement with such compliance.

ARTICLE V

REPRESENTATIONS AND WARRANTIES

5.1. Municipal Corporation. Each Participant hereby represents and warrants to the other Participants that it is a Municipal Corporation or other eligible entity.

5.2. Approvals. Each Participant hereby represents and warrants to the other Participants that this Agreement has been approved by a majority vote of the voting strength of its respective governing body as evidenced by a certificate of its Chief Fiscal Officer.

5.3. Hearings, Referenda and Consents. Each Participant hereby represents and warrants to the other Participants that it has, to the extent any general or special law would require it to do so before performing by itself any function, power or duty that may be performed under this Agreement, held all necessary public hearings, conducted all necessary referenda and obtained all necessary consents of any governmental agency and satisfied all other legal or administrative requirements thereunder.

5.4. Execution; Enforceability. Each Participant hereby represents and warrants to the other Participants that it has duly executed this Agreement in accordance with its internal procedures and that this Agreement is legal, valid and binding upon and enforceable against such Participant.

5.5. Accuracy of Certificates. Each Participant hereby represents and warrants to the other Participants that each of the documents and certificates delivered heretofore or hereafter by such Participant pursuant to this Agreement, as of the date specified therein, is true and complete and contains no material misstatements of fact or material omissions of fact that would render such statements to be misleading to the Lead Agent or the Governing Board or any other Participant.

are not acts of discretion to be performed only by the Governing Board or the Chief Investment Officer;

(b) without limiting the foregoing, the Lead Agent or the Governing Board may enter into transactions with any Participant, the Investment Consultant, the Administrator, the Marketing Agent, a Custodian or any Affiliate, officer, director, employee or agent of any of the foregoing if (i) each such transaction has, after disclosure of such affiliation, been approved or ratified by the affirmative vote of a majority of the members of the Governing Board, including a majority of the members then in office who are not Affiliates of any Person (other than the Participants as Participants) who is a party to the transaction; and (ii) such transaction is, in the opinion of the Chief Investment Officer, as evidenced by a written declaration stating such opinion, on terms fair and reasonable to the Participants and at least as favorable to them as similar arrangements for comparable transactions with Person(s) unaffiliated with the Participants or with the other Person who is a party to the transaction; provided, however, that in no event shall the Lead Agent or the Governing Board enter into any transaction with any of the officers, directors, employees or agents of any Participant, including, but not limited to, the Chief Investment Officer.

(c) in the absence of fraud, a contract, act or other transaction, made, done or entered into by the Lead Agent, the Governing Board or the Chief Investment Officer pursuant to this Agreement (unless entered into with any of the officers, directors, employees or agents of any Participant, including, but not limited to, the Chief Investment Officer), is valid, and no Participant, member of the Governing Board, officer, employee or agent of any Participant (including, but not limited to, the Lead Agent and Chief Investment Officer) shall have any liability by reason of one or more of such Persons, individually or jointly with others, being a party or parties to, being directly interested in, or being affiliated with, such contract, act or transaction, or any party thereto, provided that such interest or affiliation is disclosed to the Lead Agent, the Governing Board or the Chief Investment Officer and the Lead Agent, the Governing Board or the Chief Investment Officer authorizes such contract, act or other transaction in writing; and

(d) any officer, employee, or agent of any Participant or a member of the Governing Board, Lead Agent or Chief Investment Officer may have, to the extent permitted by applicable Laws, in its personal capacity, or in a capacity as trustee, officer, director, stockholder, partner, member, agent, advisor or employee of any Person, business interests and engage in business activities in addition to those relating to this Agreement, which interests and activities may be similar to those contemplated by this Agreement and may include the acquisition, syndication, holding, management, operation or disposition of securities, investments and funds, for such officer's, employee's or agent's own account or for the account of other Person(s). No Person shall have any obligation to present to the Lead Agent, a member of the Governing Board, or the Chief Investment Officer any investment opportunity which comes to that Person in any capacity other than solely as a Participant, even if such opportunity is of a character which, if presented to the Lead Agent, a member of the Governing Board, or the Chief Investment Officer could be taken by the Lead Agent, a member of the Governing Board, or the Chief Investment Officer.

4.6. No Borrowing. Neither the Lead Agent, the Governing Board nor the Chief Investment Officer shall have the power to borrow money or incur indebtedness for any purpose

Third Party Agreement shall be non-recourse against any interest or assets of any Participant other than the Portfolio Assets of the respective Portfolio to which each Third Party Agreement pertains;

- (iii) if at any time another Participant becomes the Lead Agent under this Agreement, the former Lead Agent shall be deemed to have assigned any Custody Agreement and any Third Party Custodian Agreement to the new Lead Agent, the new Lead Agent shall be deemed to have assumed any Custody Agreement and any Third Party Custodian Agreement and the former Lead Agent shall be released from all further obligations and liabilities as Lead Agent under or in connection with any Custody Agreement and any Third Party Custodian Agreement with respect to the performance thereunder of the Lead Agent.

(b) Notwithstanding the provisions of Section 4.3(a), the omission of any provision required pursuant to Section 4.3(a) shall not operate to impose personal liability on any member of the Governing Board, the Chief Investment Officer, the Lead Agent or any Participant.

(c) Nothing in this Agreement shall be deemed to (i) constrain or prevent the Lead Agent, the Governing Board or any authorized individual of the Fund from entering in any Third Party Agreement with any entity engaged in the business of providing banking services because of banking relationships such entity shall have with any one or more Participants or (ii) prohibit any such banking entity that is a party to a Third party Agreement from, on a prospective basis, marketing its banking services to any participant or providing any of its banking services to any Participant.

4.4. Investment Powers. With respect to each Portfolio, the Governing Board, acting through the Chief Investment Officer, shall be authorized and is permitted to invest cash contributed by Participants in Permitted Investments only in accordance with the terms of this Agreement. Except as otherwise provided in this Agreement, the Governing Board shall have full authority and power to invest cash contributed by Participants in any and all Permitted Investments within the limitations of this Agreement that it, acting through the Chief Investment Officer, upon the recommendation and advice of the Investment Consultant, shall determine to be advisable and appropriate as evidenced by its making an authorized act. The Lead Agent, the Chief Investment Officer and the Governing Board shall not be liable for loss with respect to investments in Permitted Investments made within the terms of this Agreement, even if such investments were of a character, or in an amount, not considered proper for the investment of funds by one or more of the Participants.

4.5. Transactions Involving Affiliates. Any provision of this Agreement to the contrary notwithstanding and except to the extent restricted by any applicable Laws or the Investment Guidelines:

- (a) the Governing Board may approve, enter into and ratify transactions in which the Investment Consultant is acting as principal, including a Master Repurchase Agreement and a Custodial Undertaking Agreement, if applicable, but only to the extent of ministerial acts which

(h) purchase and pay for, ratably out of the Portfolio Assets of each Portfolio, insurance policies insuring the Participants, members of the Governing Board, Lead Agent, Chief Investment Officer and officers, employees and agents of each of the Participants acting in their respective official capacity, against all claims and liabilities of every nature arising out of or in connection with this Agreement, including, but not limited to, Portfolio Liabilities arising out of any action alleged to have been taken or omitted to be taken by any such Person in such capacity, any action taken or omitted to be taken that may be determined under any applicable Laws to constitute negligence, whether or not the Participants would have the power to indemnify such Person directly against such liability; provided that the Participants each have the right to directly provide such insurance;

(i) to the extent permitted by applicable Laws, indemnify or enter into agreements with respect to indemnification with any Person with whom the Lead Agent, Chief Investment Officer or the Governing Board has dealings in connection with the Portfolio Assets of each Portfolio, including, without limitation, the Investment Consultant, the Administrator, the Marketing Agent, and any Custodian: provided, however, that the Governing Board shall not indemnify any Person against any loss, damage, cost, expense, liability or claim arising from such Person's willful misconduct, unlawful conduct, bad faith or gross negligence;

(j) deposit (through a Permitted Investment) any monies or funds included in the Portfolio Assets of each Portfolio, and intended to be used for the payment of expenses hereunder, with one or more banks or trust companies located and authorized to do business in the State, whether or not such deposits will draw interest; such deposits to be subject to withdrawal in such manner as the Governing Board may determine;

(k) pay out of the Portfolio Assets of each Portfolio all taxes or assessments, of whatever kind of nature, validly and lawfully imposed upon or against or in connection with the Portfolio Assets of the respective Portfolio or income thereon or any part thereof; settle and compromise disputed tax liabilities; and for the foregoing purposes make such returns and do all such other acts and things as may be necessary or desirable for each Portfolio; and

(l) take such other actions as the Lead Agent or the Governing Board, or the Chief Investment Officer through delegation by the Governing Board shall deem necessary, proper or desirable to carry out its responsibilities under this Agreement with respect to each Portfolio.

4.3. Constraints on Third Party Agreements.

(a) With respect to each Portfolio, the Lead Agent or the Governing Board shall use its reasonable efforts to assure that each of the Third Party Agreements entered into by the Fund, pursuant to this Agreement (any other provision thereof to the contrary notwithstanding) provides that:

- (i) each Third Party Agreement has been made and entered into by the Fund pursuant to the authority of this Agreement and subject to the terms of this Agreement, as the same may be amended from time to time;
- (ii) the obligations of the Lead Agent or the Governing Board, or the Chief Investment Officer through delegation by the Governing Board under each

RESOLUTION #53 of 2018

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK,
AUTHORIZING THE MAYOR TO EXPEND FUNDS IN THE FIRST INSTANCE FOR THE LEAD SERVICE
LINE REPLACEMENT PROGRAM (LSLRP) GRANT CONTRACT #DOH01-C33212GG-3450000 FROM
THE NEW YORK STATE DEPARTMENT OF HEALTH (NYSDOH) FOR THE REPLACEMENT OF LEAD
WATER SERVICE LINES TO CITY RESIDENCES

Sponsored by: Finance and Audit Committee
Aldermen Chairman Koop, Scott-Childress, Davis, Noble, Carey

WHEREAS, the City of Kingston has been awarded an LSLRP grant (#DOH01-C33212GG-3450000) IN THE AMOUNT OF \$544,745.00 from the NYSDOH for the replacement of lead water service lines to city residences; and

WHEREAS, there are no matching funding requirements; and

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

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

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

SECTION 1. Administration of all funds under these grants will be in accordance with all terms and conditions contained in guidelines provided by NYSDOH

SECTION 2. The Mayor of the City of Kingston is hereby authorized to expend funds in the first instance under the terms of the LSLRP grant contract #DOH01-C33212GG-3450000.

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 April 3, 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 _____
OTHER _____

DEPARTMENT Office of Economic & Community Development

DATE March 26, 2018

Description:

Authorization to expend funds in the first instance for the Lead Service Line Replacement Program grant contract # DOH01-C33212GG-3450000 from the New York State Department of Health.

Estimated Financial Impact: 0

Signature [Signature]

Motion by RS-C

Seconded by WC

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	✓	
<u>[Signature]</u> Anthony Davis, Ward 6	✓	
<u>[Signature]</u> Bill Long, Ward 5 Patrick O'Reilly, Ward 7	✓	
Steven Schabot, Ward 8		

RESOLUTION ____ of 2018

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK,
AUTHORIZING THE MAYOR TO EXPEND FUNDS IN THE FIRST INSTANCE FOR THE LEAD
SERVICE LINE REPLACEMENT PROGRAM (LSLRP) GRANT CONTRACT #DOH01-C33212GG-
3450000 FROM THE NEW YORK STATE DEPARTMENT OF HEALTH (NYSDOH) FOR THE
REPLACEMENT OF LEAD WATER SERVICE LINES TO CITY RESIDENCES.

Sponsored by:

WHEREAS, the City of Kingston has been awarded a LSLRP grant (#DOH01-C33212GG-3450000) in
the amount of \$544,745.00 (five hundred forty-four thousand, seven hundred forty-five dollars and zero
cents) from the NYSDOH for the replacement of lead water service lines to city residences; and

WHEREAS, there are no matching funding requirements; and

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

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

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

SECTION 1. Administration of all funds under these grants will be in accordance with all terms and
conditions contained in guidelines provided by NYSDOH.

SECTION 2. The Mayor of the City of Kingston is hereby authorized to expend funds in the first instance
under the terms of the LSLRP grant contract #DOH01-C33212GG-3450000.

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 _____, 2018

RESOLUTION #54 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 \$115,000 FOR THE
PURCHASE OF A REPLACEMENT SERVER, DATA STORAGE AND BODY WORN CAMERAS FOR
THE KINGSTON POLICE DEPARTMENT

Sponsored By: Finance and Audit Committee:
Aldermen: Koop, Scott-Childress, Davis, Noble, Carey

WHEREAS, the Chief of Police has requested bond funding to support the Kingston Police Department's Body Worn Camera Program; and

WHEREAS, it is estimated that the cost of the necessary equipment will be \$115,000.00

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 \$115,000.00 to be provided through General Municipal bonding to fund the purchase of a replacement server, data storage and body worn cameras

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

SECTION 3. That this resolution shall take effect immediately.

Submitted to the Mayor this _____ day of

Approved by the Mayor this _____ day of

_____, 2018

_____, 2018

Carly Winnie, City Clerk

Steven T. Noble, Mayor

Adopted by Council on April 3, 2018

THE CITY OF KINGSTON COMMON COUNCIL

FINANCE AND AUDIT COMMITTEE REPORT

<u>REQUEST DESCRIPTION</u>			
INTERNAL TRANSFER _____ AUTHORIZATION _____ CLAIMS _____	CONTINGENCY TRANSFER _____ BUDGET MODIFICATION _____ ZONING _____	TRANSFER _____ BONDING REQUEST <u>X</u> OTHER _____	
DEPARTMENT: <u>Police Department</u> Description: Request for transfer for the purchase of a replacement server, data storage, and body cameras to support the Body Worn Camera Program. DATE: <u>March 2, 2018</u> (\$115,000) From: <u>FBD</u> <u>Bond Account</u> <u>\$115,000</u> To: <u>A1.3120.5205</u> <u>Data Processing Equipment</u> <u>\$115,000</u> Pg 84 Estimated Financial Impact: <u>\$115,000</u> Signature: <u>[Signature]</u>			

Motion by RS-C

Seconded by WC

Action Required:

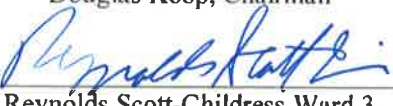
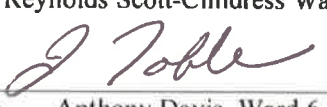
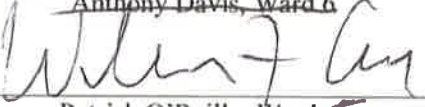
SEQRA Decision:
 Type I Action _____
 Type II Action _____
 Unlisted Action _____

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 5 Bill Carey	✓	
Steven Schabot, Ward 8		

RESOLUTION #55 of 2018

BOND ORDINANCE DATED APRIL 3, 2018.

AN ORDINANCE AUTHORIZING THE PURCHASE OF COMPUTER EQUIPMENT AND BODY CAMERAS FOR THE POLICE DEPARTMENT IN AND FOR THE CITY OF KINGSTON, ULSTER COUNTY, NEW YORK, AT A MAXIMUM ESTIMATED COST OF \$115,000, AND AUTHORIZING THE ISSUANCE OF \$115,000 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. The purchase of computer equipment and body cameras for the Police Department in and for the City of Kingston, Ulster County, New York, is hereby authorized at a maximum estimated cost of \$115,000.

Section 2. The plan for the financing thereof is by the issuance of \$115,000 bonds of said City hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid class of objects or purposes is five years, pursuant to subdivision 32 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 3rd day of April, 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 April, 2018.

City Clerk

(CORPORATE SEAL)

LEGAL NOTICE OF ESTOPPEL

The bond ordinances, a summary of which is published herewith, have each been adopted on April 3, 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 ordinances summarized herewith is each 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

(1) BOND ORDINANCE DATED APRIL 3, 2018.

AN ORDINANCE AUTHORIZING THE CITY HALL TOWER AND ROOF REHABILITATION PROJECT, IN AND FOR THE CITY OF KINGSTON, ULSTER COUNTY, NEW YORK, AT A MAXIMUM ESTIMATED COST OF \$768,000, AND AUTHORIZING THE ISSUANCE OF \$768,000 BONDS OF SAID CITY TO PAY THE COST THEREOF.

Specific object or purpose:	City Hall Tower and Roof Rehabilitation Project
Maximum Estimated Cost:	\$768,000
Period of probable usefulness:	25 years
Amount of obligations to be issued:	\$768,000 bonds

(2) BOND ORDINANCE DATED APRIL 3, 2018.

AN ORDINANCE AUTHORIZING THE PURCHASE OF COMPUTER EQUIPMENT AND BODY CAMERAS FOR THE POLICE DEPARTMENT, IN AND FOR THE CITY OF KINGSTON, ULSTER COUNTY, NEW YORK, AT A MAXIMUM ESTIMATED COST OF \$115,000, AND AUTHORIZING THE ISSUANCE OF \$115,000 BONDS OF SAID CITY TO PAY THE COST THEREOF.

Specific object or purpose:	Purchase of computer equipment and body cameras for the Police Department
Maximum Estimated Cost:	\$115,000
Period of probable usefulness:	5 years
Amount of obligations to be issued:	\$115,000 bonds

Each of such ordinances 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, each of such ordinances contains the estoppel clause provided for by Section 80.00 of the Local Finance Law and authorizes such ordinances, 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.

RESOLUTION #56 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 \$768,000 FOR
COMPLETION OF CITY HALL TOWER REPAIRS AND ROOF REPLACEMENT AND AUTHORIZING
THE MAYOR TO EXECUTE RELATED DOCUMENTS

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

WHEREAS, the City Hall roof failed as a result of high winds on Friday, March 2, 2018; and

WHEREAS, phases I and II of the City Hall Tower Renovation, which began in 2011, have yet to be completed; and

WHEREAS, completion of these projects is estimated at a cost of \$768,000.

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 \$768,000.00 to be provided through General Municipal bonding to fund replacement of the roof at City Hall and completion of the City Hall Tower Renovation Project.

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

SECTION 3. That this resolution shall take effect immediately.

Submitted to the Mayor this _____ day of

Approved by the Mayor this _____ day of

_____, 2018

_____, 2018

Carly Winnie, City Clerk

Steven T. Noble, Mayor

Adopted by Council on April 3, 2018

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 3rd day of April, 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:

THE CITY OF KINGSTON COMMON COUNCIL

FINANCE AND AUDIT COMMITTEE REPORT

<u>REQUEST DESCRIPTION</u>		
INTERNAL TRANSFER _____ AUTHORIZATION _____ CLAIMS _____	CONTINGENCY TRANSFER _____ BUDGET MODIFICATION _____ ZONING _____	TRANSFER _____ BONDING REQUEST ☒ OTHER _____
DEPARTMENT <u>Comptroller on Behalf of KID</u> DATE <u>3/20/18</u> Description: <u>Respectfully request bonding authorization in the</u> <u>amount of \$115,000 for Police Department Body Cameras</u> <u>& Computer Equipment</u> Estimated Financial Impact <u>\$115,000</u> Signature		

Motion by WE

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	☒	☒
 Reynolds Scott-Childress Ward 3	☒	☐
 Anthony Davis, Ward 6	☒	☐
 Patrick O'Reilly, Ward 7 <u>Bill Carey 5</u>	☒	☐
Steven Schabot, Ward 8	☐	☐

RESOLUTION #56 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 \$768,000 FOR
COMPLETION OF CITY HALL TOWER REPAIRS AND ROOF REPLACEMENT AND AUTHORIZING
THE MAYOR TO EXECUTE RELATED DOCUMENTS

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

WHEREAS, the City Hall roof failed as a result of high winds on Friday, March 2, 2018; and

WHEREAS, phases I and II of the City Hall Tower Renovation, which began in 2011, have yet to be completed; and

WHEREAS, completion of these projects is estimated at a cost of \$768,000.

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 \$768,000.00 to be provided through General Municipal bonding to fund replacement of the roof at City Hall and completion of the City Hall Tower Renovation Project.

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

SECTION 3. That this resolution shall take effect immediately.

Submitted to the Mayor this _____ day of

Approved by the Mayor this _____ day of

_____, 2018

_____, 2018

Carly Winnie, City Clerk

Steven T. Noble, Mayor

Adopted by Council on April 3, 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 March 8, 2018

Description: In so much as City Hall Roof failed during the high winds experienced Friday March 2, 2018; and previously identified and described Phases I & II of City Hall Tower Repairs (2011) have yet to be completed;

Therefore, funding (bonding) is requested in the amount of \$705,000 to complete the aforementioned Phases I & II, and membrane roof replacement (in-kind), and authorization for the Mayor to execute all associated documents required to fulfill the work.

Estimated Financial Impact \$705,000.00

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>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	✓	

RESOLUTION #57 of 2018

BOND ORDINANCE DATED APRIL 3, 2018.

AN ORDINANCE AUTHORIZING THE CITY HALL TOWER AND ROOF REHABILITATION PROJECT, IN AND FOR THE CITY OF KINGSTON, ULSTER COUNTY, NEW YORK, AT A MAXIMUM ESTIMATED COST OF \$768,000, AND AUTHORIZING THE ISSUANCE OF \$768,000 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. The City Hall Tower and Roof Rehabilitation Project, in and for the City of Kingston, Ulster County, New York, is hereby authorized at a maximum estimated cost of \$768,000.

Section 2. The plan for the financing thereof is by the issuance of \$768,000 bonds of said City hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid specific object or purpose is twenty-five years, pursuant to subdivision 12(a)(1) 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 3rd day of April, 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 April, 2018.

City Clerk

(CORPORATE SEAL)

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 3rd day of April, 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:

THE CITY OF KINGSTON COMMON COUNCIL

FINANCE AND AUDIT COMMITTEE REPORT

<u>REQUEST DESCRIPTION</u>		
INTERNAL TRANSFER _____ AUTHORIZATION _____ CLAIMS _____	CONTINGENCY TRANSFER _____ BUDGET MODIFICATION _____ ZONING _____	TRANSFER _____ BONDING REQUEST ☒ OTHER _____
DEPARTMENT <u>Comptroller on behalf of Engineering</u> DATE <u>3/14/18</u> Description: <u>Request bonding in the amount of \$768,000 for the City Hall Tower & Roof Rehabilitation Project</u> Estimated Financial Impact <u>\$768,000</u> 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
 Douglas Koop, Chairman	☒	☐
 Reynolds Scott-Childress Ward 3	☒	☐
 Anthony Davis, Ward 6	☒	☐
 Patrick O'Reilly, Ward 7	☒	☐
 Steven Schabot, Ward 8	☐	☐

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

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

WHEREAS, the Superintendent of Parks and Recreation has submitted a request for transfers in the 2018 Budget for the NYS DEC Kingston Organic Waste Management Plan grant project; and

WHEREAS, funding in the amount of \$62,960.00 will come from NYS DEC grant funding and the required match funding of \$63,091.00 will come from in-kind donation and staff time.

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

SECTION 1. That the sum of \$62,960.00 be transferred, as follows:

FROM:	A17240.43889	NYS Grant Parks & Recreation	\$62,960.00
TO:	A17240.5472	Contracted Services	\$62,960.00

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 April 3, 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 Parks and Recreation

DATE 3/2/18

Description: 2018 Budgetary Transfer Request in the Parks and Recreation Budget for the NYS DEC Kingston Organic Waste Management Plan grant project in the amount of \$62,960.00. Reimbursement will come from funding provided by a NYS DEC grant for \$62,960.00, and the required match funding of \$63,091.00 will come from in-kind donation and staff time.

Pg 152

FROM Account #A1 7240.3889 NYS Grant Parks and Rec \$62,960.00
TO Account #A1 7240.472 Contracted Services \$62,690.00

Estimated Financial Impact \$0

Signature

Kevin H. H. H.

Motion by SS

Seconded by IN

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>
<i>DA Koop</i> Douglas Koop, Chairman, Ward 2	✓	
<i>Reynolds Scott-Childress</i> Reynolds Scott-Childress, Ward 3	✓	
<i>Steven Schabot</i> Steven Schabot, Ward 8	✓	
<i>Patrick O'Reilly</i> Patrick O'Reilly, Ward 7	✓	
<i>Anthony Davis</i> Anthony Davis, Ward 6	✓	

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK,
RECOMMENDING APPROVAL FOR MODIFICATIONS TO THE 2017 POLICE DEPARTMENT BUDGET

Sponsored by: Finance/Audit Committee
Aldermen Koop, Scott-Childress, Davis, Noble, Carey

WHEREAS, the Chief of Police has requested a transfer in the amount of \$336,300.00 to balance the year-end budgets; 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 \$336,300.00 shall be transferred as attached:

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 3, 2018

Financial Impact - \$0

KPD bud mod

THE CITY OF KINGSTON COMMON COUNCIL

FINANCE AND AUDIT COMMITTEE REPORT

<u>REQUEST DESCRIPTION</u>		
INTERNAL TRANSFER _____ AUTHORIZATION _____ CLAIMS _____	CONTINGENCY TRANSFER _____ BUDGET MODIFICATION ☒ ZONING _____	TRANSFER _____ BONDING REQUEST _____ OTHER _____
DEPARTMENT <u>Comptroller on behalf of KPD</u> DATE <u>3/26/18</u> Description: <u>Recommend 2017 internal budgetary transfers totaling \$336,300 as per attached</u> Estimated Financial Impact <u>\$0</u> Signature <u>[Signature]</u>		

Motion by WC

Seconded by RS-C

Action Required:

SEQRA Decision:

Type I Action _____

Type II Action _____

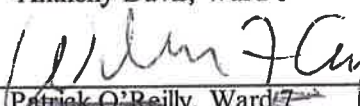
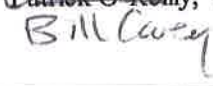
Unlisted Action _____

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 5	☒	☐
 Bill Casey	☐	☐
Steven Schabot, Ward 8	☐	☐

2017 Budget Modification

Account #	Transfer Out of	Transfer Into
A1312011		
.101 General Pay	\$ 191,189.15	
.102 Longevity Pay		\$ 25,000.00
.103 Overtime Pay		\$ 131,000.00
.104 Out of Rank Pay		\$ 3,000.00
.105 Retirement Accumulation		\$ 36,500.00
.108 Compensatory Time Pay		\$ 73,000.00
.125 Retroactive Pay		\$20,000
A1312012		
.205 Data Processing		\$ 100.00
A1312014		
.408 Data Processing		\$ 4,700.00
.444 Vehicle Maintenance		\$ 3,500.00
.450 Physical Exams		\$ 300.00
.462 Dues, Seminars, and Associations		\$ 200.00
.472 Contracted Services		\$ 28,000.00
.473 Equipment Rental		\$ 1,400.00
.479 Minor Equipment		\$ 100.00
.485 General Materials		\$ 700.00
.486 Cleaning and Supplies		\$ 1,600.00
.488 Ammunition		\$ 2,500.00

RESOLUTION #60 of 2018

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK,
RECOMMENDING APPROVAL FOR MODIFICATIONS TO THE 2017 ASSESSOR'S BUDGET

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

WHEREAS, the Assessor has requested a budget transfer in the amount of \$1,805.44 to cover 2017 year end shortages; 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 \$1,805.44 be transferred as follows:

From: A11355.5411	Consultants	\$1,805.44
TO: A11355.5402	Office Supplies	\$145.50
A11355.5101	Regular Pay	\$776.87
A11355.5103	Overtime Pay	\$77.54
A11355.5412	Data Processing Support	<u>\$805.53</u>
		\$1,805.44

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 April 3, 2018

Assessor bud mod

THE CITY OF KINGSTON COMMON COUNCIL

FINANCE AND AUDIT COMMITTEE REPORT

<u>REQUEST DESCRIPTION</u>										
INTERNAL TRANSFER _____ AUTHORIZATION _____ CLAIMS _____	CONTINGENCY TRANSFER _____ BUDGET MODIFICATION _____ ZONING _____	TRANSFER <u>X</u> _____ BONDING REQUEST _____ OTHER _____								
DEPARTMENT <u>ASSESSORS</u> DATE <u>2/23/2018</u> Description: <u>Year End Budget Transfers</u> For Budget Year 2017 Pg 29 Σ = 1,805.44 <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%;">Consultants</td> <td style="width: 60%;">\$145.50 From 1355.411 to 1355.402 Office Supplies</td> </tr> <tr> <td></td> <td>\$776.87 From 1355.411 to 1355.101 Reg Pay</td> </tr> <tr> <td></td> <td>\$77.54 From 1355.411 to 1355.103 OT Pay</td> </tr> <tr> <td></td> <td>\$805.53 From 1355.411 to 1355.412 Data Processing Support</td> </tr> </table> Estimated Financial Impact <u>-0-</u> Signature DBV			Consultants	\$145.50 From 1355.411 to 1355.402 Office Supplies		\$776.87 From 1355.411 to 1355.101 Reg Pay		\$77.54 From 1355.411 to 1355.103 OT Pay		\$805.53 From 1355.411 to 1355.412 Data Processing Support
Consultants	\$145.50 From 1355.411 to 1355.402 Office Supplies									
	\$776.87 From 1355.411 to 1355.101 Reg Pay									
	\$77.54 From 1355.411 to 1355.103 OT Pay									
	\$805.53 From 1355.411 to 1355.412 Data Processing Support									

Motion by AD

Seconded by RS-C

Action Required:

SEQRA Decision:

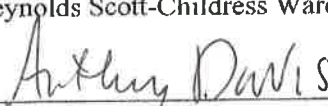
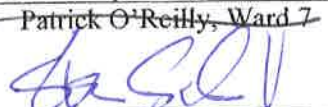
Type I Action _____
 Type II Action _____
 Unlisted Action _____

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	✓	

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK,
RECOMMENDING MODIFICATIONS TO THE 2017 CITY CLERK'S BUDGET

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

WHEREAS, the City Clerk has requested budget modifications totaling \$13,240.82 to cover 2017 year end shortages; 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 \$13,240.82 be transferred as follows:

FROM:	A11910.5435	Workman's Compensation	\$13,240.82
TO:	A11010.5101	Council Reg Pay	\$471.94
	A11410.5101	Clerk Regular Pay	\$524.64
	A11620.5103	Bldg Maintenance Overtime	\$619.00
	A11620.5105	Bldg Maintenance Retirement	\$424.29
	A11620.5811	Bldg Maintenance Social Sec	\$686.20
	A11670.5463	Central Printing Postage	\$41.51
	A11910.5430	Multi-Peril Liability Insurance	\$7,776.20
	A11910.5438	Disability	\$447.76
	A11920.5462	Municipal Dues	\$150.00
	A17551.5487	Special Events Materials & Supplies	\$1,213.82
	A17562.5474	Docks Real Property Rental	\$150.00
	A17562.5487	Docks Construction Mat & Supplies	<u>\$735.46</u>
			\$13,402.82

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 April 3, 2018

THE CITY OF KINGSTON COMMON COUNCIL

FINANCE AND AUDIT COMMITTEE REPORT

REQUEST DESCRIPTION

INTERNAL TRANSFER _____
AUTHORIZATION _____
CLAIMS _____

CONTINGENCY TRANSFER _____
BUDGET MODIFICATION _____
ZONING _____

TRANSFER X _____
BONDING REQUEST _____
OTHER _____

DEPARTMENT City Clerk

DATE 3/22/18

Description: Recommend budget transfer in the amount of \$13,240.82 within the City Clerk's Budget to cover shortfalls in various accounts 2017 Transfer

FROM:	A1910.5435	Workman's Compensation	\$13,240.82
TO:	A11010.5101	Common Council Regular Pay	\$471.94
	A11410.5101	Clerk Regular Pay	\$524.64
	A11620.5103	Bldg Maint Overtime	\$619.00
	A11620.5105	Bldg Maint Retirement	\$424.29
	A11620.5811	Bldg Main Social Security	\$686.20
	A11670.5463	Central Printing Postage	\$41.51
	A11910.5430	Multi-Peril Liability	\$7,776.20
	A11910.5438	Disability	\$447.76
	A11920.5462	Municipal Dues	\$150.00
	A17551.5487	Special Event Materials & Supplies	\$1,213.82
	A17562.5474	Docks Real Property Rental	\$150.00
	A17562.5487	Docks Construction Mats & Supp	\$735.46
			<u>\$13,240.82</u>

Motion by WC

Seconded by RSC

Action Required:

SEQRA Decision:

Type I Action _____

Type II Action _____

Unlisted Action _____

Negative Declaration of Environmental Significance: _____

Conditioned Negative Declaration: _____

Seek Lead Agency Status: _____

Positive Declaration of Environmental Significance: _____

Committee Vote	YES	NO
<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>William Reilly</u> Patrick O'Reilly, Ward 7	☒	☐
<u>Bill Casey</u> Steven Schabot, Ward 8	☐	☐

RESOLUTION #62 of 2018

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK,
RECOMMENDING APPROVAL FOR MODIFICATIONS TO THE 2017 SEWER BUDGET

Sponsored by: Finance/Audit Committee
Aldermen Koop, Scott-Childress, Noble, Carey

WHEREAS, the Wastewater Treatment Facility has requested a transfer in the amount of \$15,577.00 to cover 2017 year-end shortages; 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 \$15,577.00 be transferred as follows:

FROM:	G18120.5103	Overtime	\$15,577.00
TO:	G18120.5105	Retirement	\$10,349.00
	G18120.5444	Vehicle Maintenance	\$4,399.00
	G18120.5474	Fixed Equip Maintenance	<u>\$829.00</u>
			\$15,577.00

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 April 3, 2017

Financial Impact - \$0

WWTF bud mod

FINANCE AND ECONOMIC DEVELOPMENT

COMMITTEE REPORT

Internal Transfer	<u>XX</u>	Contingency Transfer	<u> </u>
Transfer	<u> </u>	Authorization	<u> </u>
Budget Modification	<u> </u>	Bonding Request	<u> </u>
Claims	<u>Zoning</u>	Other	<u> </u>

Department: **Public Works** Date: **March 12, 2018**

2017 YEAR END TRANSFERS - SEWER

G1	Transfer To:		G1	Transfer From:	
8120 11 5105	Sewer Retirement (Turck, J)	10,349.00	8120 11 5103	Sewer Overtime	15,577.00
8120 14 5444	Sewer Vehicle Maintenance	4,399.00			
8120 14 5474	Sewer Fixed Equip Maintenance	829.00			
TOTAL TRANSFER TO SEWER		15,577.00	TOTAL TRANSFER FROM SEWER		15,577.00

Page 1 of 1 Sewer Transfers

Estimated Financial Impact \$0

Motion By RS-C
 Seconded By WC
 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, Ward 2 Chairman	☒	☐
<u>Reynolds Scott Childress</u> Reynolds Scott Childress, Ward 3	☒	☐
<u>Tony Davis</u> Tony Davis, Ward 6	☒	☐
<u>Patrick O'Reilly</u> Patrick O'Reilly, Ward 5	☒	☐
<u>Steven Schabot</u> Steven Schabot, Ward 8	☐	☐

RESOLUTION #63 of 2018

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK,
RECOMMENDING APPROVAL FOR MODIFICATIONS TO THE 2017 WASTEWATER
TREATMENT FACILITY BUDGET

Sponsored by: Finance/Audit Committee
Aldermen Koop, Scott-Childress, Noble, Carey

WHEREAS, the Wastewater Treatment Facility has requested a budget transfer in the amount of \$206,679.06 to cover 2017 year-end shortages; 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 \$206,679.06 be transferred as attached.

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 April 3, 2018

Financial Impact - \$0

THE CITY OF KINGSTON COMMON COUNCIL

FINANCE AND AUDIT COMMITTEE REPORT

<u>REQUEST DESCRIPTION</u>		
INTERNAL TRANSFER _____ AUTHORIZATION _____ CLAIMS _____ <u>61-8130</u>	CONTINGENCY TRANSFER _____ BUDGET MODIFICATION <u>X</u> _____ ZONING _____	TRANSFER _____ BONDING REQUEST _____ OTHER _____
DEPARTMENT <u>Kingston Waste Water Treatment</u> DATE <u>3-15-18</u>		
Description: <u>Balancing out budget for 2017</u>		
Estimated Financial Impact <u>0</u> Signature <u>[Signature]</u>		

Motion by WC

Seconded by RSC

Action Required:

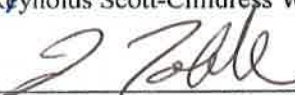
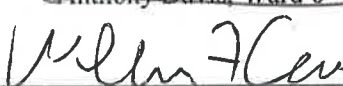
SEQRA Decision:
 Type I Action _____
 Type II Action _____
 Unlisted Action _____

Negative Declaration of Environmental Significance: _____

Conditioned Negative Declaration: _____

Seek Lead Agency Status: _____

Positive Declaration of Environmental Significance: _____

Committee Vote	YES	NO
 Douglas Koop, Chairman	✓	
 Reynolds Scott-Childress Ward 3	✓	
 Anthony Davis, Ward 6	✓	
 Patrick O'Reilly, Ward 5 <u>Bill Casey</u>	✓	
Steven Schabot, Ward 8		

G1-8130 WASTE WATER TREATMENT FACILITY			
FROM:		TO:	
G1-8130-11-5101	\$32,192.61	G1-8130-11-5109	\$3,213.45
G1-8130-11-5102	\$2,100.00	G1-8130-11-5110	\$75.84
G1-8130-11-5103	\$15,150.69	G1-8130-14-5401	\$2,511.18
G1-8130-11-5118	\$212.29	G1-8130-14-5402	\$473.65
G1-8130-12-5211	\$2,828.00	G1-8130-14-5403	\$32.00
G1-8130-14-5411	\$9,917.26	G1-8130-14-5421	\$651.89
G1-8130-14-5423	\$11,334.98	G1-8130-14-5422	\$19,136.94
G1-8130-14-5424	\$4,855.00	G1-8130-14-5426	\$1,409.58
G1-8130-14-5443	\$2,197.65	G1-8130-14-5444	\$820.37
G1-8130-14-5462	\$2,230.00	G1-8130-14-5463	\$57.28
G1-8130-14-5464	\$100.00	G1-8130-14-5474	\$34,373.33
G1-8130-14-5470	\$123,560.58	G1-8130-14-5483	\$9,729.47
		G1-8130-14-5498	\$133,953.74
		G1-8130-18-5834	\$240.34
TOTALS:	\$206,679.06	TOTALS:	\$206,679.06

RESOLUTION #64 of 2018

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK,
RECOMMENDING APPROVAL FOR MODIFICATIONS TO THE 2017 SEWER BUDGET

Sponsored by: Finance/Audit Committee
Aldermen Koop, Scott-Childress, Noble, Carey

WHEREAS, the Wastewater Treatment Facility has requested a transfer in the amount of \$229.89 to cover 2017 year-end shortages; 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 \$229.89 be transferred as follows:

FROM:	G18121.5101	\$229.89
TO:	G18121.5423	\$182.24
	G18121.5834	<u>\$47.65</u>
		\$229.89

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 April 3, 2017

Financial Impact - \$0

WWTF bud mod

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 8121 Pumping Stations DATE 3-15-18

Description: Balancing out budget for 2017

Estimated Financial Impact 0 Signature A. W. Reo

Motion by WC

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>DA Koop</u> Douglas Koop, Chairman	☒	☐
<u>Reynolds Scott-Childress</u> Reynolds Scott-Childress Ward 3	☒	☐
<u>J. Tolle</u> Anthony Davis, Ward 6	☒	☐
<u>Patrick O'Reilly</u> Patrick O'Reilly, Ward 7	☒	☐
<u>B. H. Carey</u> Steven Schabot, Ward 8	☐	☐

G1-8121 PUMPING STATION			
FROM:		TO:	
G1-8121-11-5101	\$229.89	G1-8121-14-5423	\$182.24
		G1-8121-18-5834	\$47.65
TOTALS:	\$229.89	TOTALS:	\$229.89

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK,
RECOMMENDING APPROVAL FOR MODIFICATIONS TO THE 2017 PARKS AND
RECREATION BUDGET

Sponsored by: Finance/Audit Committee
Aldermen Koop, Scott-Childress, Noble, Carey

WHEREAS, the Superintendent of Parks and Recreation has submitted a request for transfers in the amount of \$1,124.00 to cover year end shortages; 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 \$1,124.00 be transferred, as follows:

FROM:	A17140.42005	Playgrounds Special Sponsor	\$572.00
	A17142.5110	Murphy Ctr Shift Differential	\$432.00
	A17240.5415	Forsyth Park Vet Services	<u>\$120.00</u>
			\$1,124.00
TO:	A17140.5409	Playgrounds Special Sponsor	\$1,124.00

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 April 3, 2018

Financial Impact - 0

THE CITY OF KINGSTON COMMON COUNCIL

FINANCE AND ECONOMIC DEVELOPMENT

COMMITTEE REPORT

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

Department: <i>Parks and Rec</i>		Date: <i>March 20, 2018</i>	
2017 YEAR END TRANSFERS			
A1	Transfer To:	A1	Transfer From:
<i>7140 14 5409</i>	<i>Playgrounds Spec Sponsor</i>	<i>1,124.00</i>	
		<i>7140 22 42005</i>	<i>Playgrounds Special Sponsor</i>
		<i>7142 11 5110</i>	<i>Murphy Ctr Shift Diff</i>
		<i>7240 14 5415</i>	<i>Forsyth Zoo Vet Services</i>
			<i>572.00</i>
			<i>432.00</i>
			<i>120.00</i>
Total		1,124.00	1,124.00

Estimated Financial Impact 0 **Signature** _____

Motion By <u>WC</u> Seconded By <u>RS-C</u> 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 _____	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th align="center" colspan="2">Committee Vote</th> <th align="center">Yes</th> <th align="center">No</th> </tr> <tr> <td><i>DA Koop</i></td> <td>Douglas Koop, Ward 2 Chairman</td> <td align="center">✓</td> <td></td> </tr> <tr> <td><i>Reynolds Scott Childress</i></td> <td>Reynolds Scott Childress, Ward 3</td> <td align="center">✓</td> <td></td> </tr> <tr> <td><i>Tony Davis</i></td> <td>Tony Davis, Ward 6</td> <td align="center">✓</td> <td></td> </tr> <tr> <td><i>Patrick O'Reilly</i></td> <td>Patrick O'Reilly, Ward 7</td> <td align="center">✓</td> <td></td> </tr> <tr> <td><i>Steven Schabot</i></td> <td>Steven Schabot, Ward 8</td> <td></td> <td></td> </tr> </table>	Committee Vote		Yes	No	<i>DA Koop</i>	Douglas Koop, Ward 2 Chairman	✓		<i>Reynolds Scott Childress</i>	Reynolds Scott Childress, Ward 3	✓		<i>Tony Davis</i>	Tony Davis, Ward 6	✓		<i>Patrick O'Reilly</i>	Patrick O'Reilly, Ward 7	✓		<i>Steven Schabot</i>	Steven Schabot, Ward 8		
Committee Vote		Yes	No																						
<i>DA Koop</i>	Douglas Koop, Ward 2 Chairman	✓																							
<i>Reynolds Scott Childress</i>	Reynolds Scott Childress, Ward 3	✓																							
<i>Tony Davis</i>	Tony Davis, Ward 6	✓																							
<i>Patrick O'Reilly</i>	Patrick O'Reilly, Ward 7	✓																							
<i>Steven Schabot</i>	Steven Schabot, Ward 8																								

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK,
RECOMMENDING APPROVAL FOR MODIFICATIONS TO THE 2017 CORPORATION COUNSEL
BUDGET

Sponsored by: Finance/Audit Committee
Aldermen Koop, Scott-Childress, Noble, Carey

WHEREAS, Corporation Counsel has submitted a request for transfers totaling \$21,185.47 to cover 2017 year end shortages; 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 \$21,185.47 be transferred, as follows:

FROM:	A11420.5811 Social Security	\$3,139.11
	A11420.5102 Longevity	\$1,100.00
	A11420.5112 Part Time Pay	\$1,728.98
	A11990.5404 Contingency	<u>\$15,217.38</u>
		\$21,185.47

TO:	A11420.5419 Court & Witness Fees	\$705.49
	A11420.5411 Consultants	\$16,220.15
	A11420.5463 Postage	\$10.51
	A11420.5487 Construction Materials	<u>\$4,249.32</u>
		\$21,185.47

SECTION 2. That this resolution shall take effect immediately.

Submitted to the Mayor this _____

Approved by the Mayor this _____

day of _____ 2018.

day of _____ 2018.

CARLY WINNIE, CITY CLERK

STEVEN T. NOBLE, MAYOR

Adopted by Council on April 3, 2018

Financial Impact \$15,217.38

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 Corporation Counsel

(2017)

DATE March 23, 2018

See Attached for Transfer of Funds

Estimated Financial Impact

\$15,217.38

Signature

Motion by WC

Seconded by RS-C

Action Required:

SEQRA Decision:

Type I Action _____

Type II Action _____

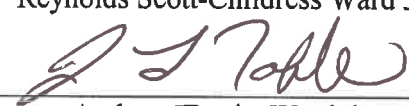
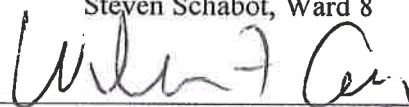
Unlisted Action _____

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	✓	
 Reynolds Scott-Childress Ward 3	✓	
 Anthony Davis, Ward 6	✓	
Steven Schabot, Ward 8		
 Patrick O'Reilly, Ward 5 Bill Grey	✓	

From:

A1-1420-18-5811	Social Security	3,139.11
A1-1420-14-5102	Longevity	1,100.00
A1-1420-14-5112	Part Time	1,728.98
A1-1990-14-5404	Contingency	15,217.38 ✓

Total		21,185.47
-------	--	-----------

To:

A1-1420-14-5419	Court & Witness Fees	705.49
A1-1420-14-5411	Consultants	16,220.15
A1-1420-14-5463	Postage	10.51
A1-1420-14-5487	Construction Materials	4,249.32

Total		21,185.47
-------	--	-----------

RESOLUTION #67 of 2018

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK,
RECOMMENDING APPROVAL FOR MODIFICATIONS TO THE 2017 PUBLIC WORKS BUDGET

Sponsored by: Finance/Audit Committee
Aldermen Koop, Scott-Childress, Noble, Carey

WHEREAS, the Superintendant of Public Works has requested a budget transfer in the amount of \$157,646.00 to cover 2017 year end shortages; 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 \$157,646.00 be transferred as attached:

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 April 3, 2018

Financial Impact – 0

FINANCE AND ECONOMIC DEVELOPMENT

COMMITTEE REPORT

Internal Transfer	XX	Contingency Transfer	
Transfer		Authorization	
Budget Modification		Bonding Request	
Claims	Zoning	Other	
Department:	Public Works	Date:	March 12, 2018
2017 YEAR END TRANSFERS			
A1	Transfer To:	A1	Transfer To:
1490 11 5103	Admin Overtime 891.00	5132 14 5441	Garage Main of Equipment 494.00
1490 11 5109	Admin Status Change 801.00	5132 14 5483	Garage Electronic Material 263.00
1490 11 5117	Admin Vac Payout 11.00	5132 14 5487	Garage Construction Material 12.00
1490 11 5118	Admin Stand By 6,480.00	5142 14 5441	Snow & Ice Main of Equip 201.00
1490 12 5205	Admin Equipment 159.00	5142 14 5444	Snow & Ice Veh Main 3,007.00
1490 14 5422	Admin Electric 58.00	5142 14 5487	Snow and Ice Construction Mat 14,855.00
1490 14 5462	Admin Dues & Seminars 1,111.00	5182 14 5472	Street Lighting Con Serv 18,318.00
1490 14 5463	Admin Postage 15.00	5182 14 5487	Street Lighting Construct Mat 55.00
1490 14 5472	Admin Contracted Services 3,022.00	8160 11 5101	Refuse Reg Pay 10,559.00
1621 14 5444	Carpentry Vehicle Main 107.00	8160 11 5109	Refuse Status Change 134.00
1621 11 5811	Carpentry Soc Sec 4.00	8160 11 5111	Refuse Seasonal Employees 29,302.00
3310 11 5110	Traffic Control Shif Diff 721.00	8160 11 5811	Refuse Soc Sec 1,191.00
3310 14 5487	Traffic Control Construction Mat 813.00	8160 14 5444	Refuse Veh Main 538.00
3311 14 5472	Traffic Electrician Con Serv 4,250.00	8160 14 5485	Refuse Gen Material 151.00
3311 18 5835	Traffic Electrician Meal Allow 39.00	8161 11 5103	Solid Waste OT 3,555.00
3989 11 5101	Safety Reg Pay 71.00	8161 14 5422	Solid Waste Electric 852.00
3989 14 5444	Safety Veh Main 56.00	8161 11 5811	Solid Waste Soc Sec 92.00
3989 14 5479	Safety Minor Equipment 2.00	8163 14 5472	Landfills Contracted Service 16,998.00
5110 11 5102	Street Main Longevity 1,700.00	8170 14 5444	Street Cleaning Veh Main 2,134.00
5110 11 5105	Street Main Retirement (Melito) 31,125.00	8170 14 5472	Street Cleaning Contr Serv 20.00
5110 11 5109	Street Main Status Change 71.00	8989 14 5422	Pike Plan Electric 1,278.00
5110 14 5444	Street Main Veh Main 1,287.00	8989 14 5443	Pike Plan Building Main 63.00
5132 11 5102	Garage Longevity 780.00		
		TOTAL (TRANSFER TO)	157,646.00
Estimated Financial Impact _____		Signature _____	

Motion By R S-C

Seconded By WC

Action Required _____

SEQRA Decision:

Type I Action _____

Type II Action _____

Unlisted Action _____

Negative Declaration of Environmental Significance

Conditioned Negative Declaration

Seek Lead Agency Status

Positive Declaration of Environmental Significance

Committee Vote	Yes	No
 Douglas Koop, Ward 2 Chairman		
 Reynolds Scott-Childress, Ward 3		
 Tony Davis, Ward 6		
 Patrick O'Reilly, Ward 5		
 Steven Schabot, Ward 8		

FINANCE AND ECONOMIC DEVELOPMENT

COMMITTEE REPORT

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

Department: **Public Works** Date: **March 12, 2018**

2017 YEAR END TRANSFERS

A1 Transfer From:

1490 11 5111	Admin Seasonal Employees	14,536.00
5110 11 5103	Street Main OT	14,125.00
5132 11 5103	Garage OT	9,375.00
5132 14 5422	Garage Electric	304.00
5142 11 5103	Snow & Ice OT	20,606.00
5182 14 5422	Street Lighting Electric	66,000.00
5182 14 5483	Street Lighting Elec Mat	5,686.00
8160 11 5103	Refuse OT	5,544.00
8163 14 5471	Landfills Serv Contracts	5,190.00
8163 14 5473	Landfills Serv Equip Rent	4,694.00
8164 11 5103	Recycling OT	5,286.00
8170 11 5101	Street Cleaning Reg Pay	2,010.00
8170 11 5103	Street Cleaning OT	4,290.00

TOTAL (TRANSFER FROM) 157,646.00

Estimated Financial Impact _____

Motion By _____

Seconded By _____

Action Required _____

SEQRA Decision:

Type I Action _____

Type II Action _____

Unlisted Action _____

Negative Declaration of Environmental Significance _____

Conditioned Negative Declaration _____

Seek Lead Agency Status _____

Positive Declaration of Environmental Significance _____

Committee Vote	Yes	No
Douglas Koop, Ward 2 Chairman		
Reynolds Scott-Childress, Ward 3		
Tony Davis, Ward 6		
Patrick O'Reilly, Ward 7		
Steven Schabot, Ward 8		

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

Joseph A. Chenier, Superintendent



Steven T. Noble, Mayor

March 12, 2018

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

Re: 2017 Year End Transfers

Dear President Noble;

Attached please find interdepartmental transfers for the 2017 budget. These transfers cover year end shortfalls in the Department of Public Works budget.

Your assistance in this matter is greatly appreciated.

Sincerely,

Joseph A. Chenier
Superintendent Public Works

Cc: Comptroller John Tuey

RESOLUTION #68 of 2018

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK,
RECOMMENDING APPROVAL FOR MODIFICATIONS TO THE 2017 INFORMATION
TECHNOLOGY BUDGET

Sponsored by: Finance/Economic Development Committee
Aldermen Koop, Scott-Childress, Noble, Carey

WHEREAS, the IT Department has requested a budget transfer in the amount of \$3,945.75 to cover 2017 year end shortages; and

WHEREAS, the Finance/Economic Development 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 \$4,045.75 be transferred as follows:

<u>FROM:</u>	A11680.5471	Service Contracts	\$2,810.16
	A11680.5103	Overtime	\$1,128.17
	A11680.5205	Data Processing Equipment	<u>\$7.42</u>
			\$3,945.75
 <u>TO:</u>	A11680.5101	Regular Pay	\$268.32
	A11680.5118	Standby Pay	\$3,600.00
	A11680.5811	Social Security	\$70.01
	A11680.5205	Office Supplies	<u>\$7.42</u>
			\$3,945.75

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 April 3, 2018

Financial Impact - \$0

THE CITY OF KINGSTON COMMON COUNCIL

FINANCE AND AUDIT COMMITTEE REPORT

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

DEPARTMENT Information Technology -2017 Transfer DATE 3/19/2018

Description: Transfer \$268.32 from A11680.5471 to A11680.5101 Regular Pay

Transfer \$1,128.17 from A11680.5103 to A11680.5118 Standby pay CSEA employee

Transfer \$2,471.83 from A11680.5471 to A11680.5118 Standby pay CSEA employee

Transfer \$70.01 from A11680.5471 to A11680.5811 Social Security

Transfer \$7.42 from A11680.5205 to A11680.5402 Office Supplies

Estimated Financial Impact 0 Signature [Signature]

Motion by WC

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	☒	☐
<u>[Signature]</u> Anthony Davis, Ward 6	☒	☐
<u>[Signature]</u> Patrick O'Reilly, Ward 7	☐	☐
<u>[Signature]</u> Bill Carey	☐	☐
Steven Schabot, Ward 8	☐	☐

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK, RECOMMENDING
APPROVAL FOR MODIFICATIONS TO THE 2017 FIRE DEPARTMENT BUDGET

Sponsored by: Finance and Audit Committee
Aldermen Koop, Scott-Childress, Noble, Carey

WHEREAS, a budget transfer in the amount of \$130,365.11 has been requested by the Fire Chief to cover 2017 year end shortages; 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 \$130,365.11 be transferred, as attached:

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 3, 2018

Financial Impact – \$0

Fire bud mod

**Kingston Fire Department
2017 Year End Budget Transfers**

<u>To Account</u>	<u>Amount</u>
3410.103 Overtime	110,214.26
3410.109 Temp. Status	28.86
3410.421 Telephone	631.93
3410.463 Postage	336.59
3410.471 Service Contracts	1614.71
3620.102 Longevity	1100.00
3620.203 Motor Vehicles	4753.20
3620.472 Contracted Services	5906.38
3620.463 Postage	863.64
7520.464 Advertising	13.01
8010.103 Overtime	379.70
5132.103 DPW Overtime	4522.83
TOTAL	130,365.11

<u>From Account</u>	<u>Amount</u>
3410.101 Reg. Pay	59,109.08
3410.104 Supp. Time	34,546.03
3410.108 Comp. Time	36,710.00
TOTAL	130,365.11

THE CITY OF KINGSTON COMMON COUNCIL

FINANCE AND AUDIT COMMITTEE REPORT

REQUEST DESCRIPTION

INTERNAL TRANSFER X
AUTHORIZATION _____
CLAIMS _____

CONTINGENCY TRANSFER _____
BUDGET MODIFICATION _____
ZONING _____

TRANSFER _____
BONDING REQUEST _____
OTHER _____

DEPARTMENT Kingston Fire Department DATE 3/16/18

Description: Please consider the attached 2017 Year End Transfer request in order to balance the 2017
Fire, Building Safety, Landmarks and Zoning budgets.

Estimated Financial Impact 0 Signature [Signature] Chief

Motion by RS-C

Seconded by WC

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	✓	
<u>[Signature]</u> Anthony Davis, Ward 6	✓	
<u>[Signature]</u> Patrick O'Reilly, Ward 7	✓	
<u>[Signature]</u> Bill Carey		
Steven Schabot, Ward 8		

RESOLUTION #70 of 2018

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK,
RECOMMENDING APPROVAL FOR MODIFICATIONS TO THE 2017 GENERAL BUDGET

Sponsored by: Finance/Audit Committee
Aldermen Koop, Scott-Childress, Noble, Carey

WHEREAS, the City Comptroller has submitted a request for 2017 General Budget transfers in the amount of \$100,963.00 to cover year end shortages in various accounts; 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 \$100,963.00 be transferred, as attached:

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 3, 2018

Financial Impact - 0

Comptroller Transfers - Including Citibus, Planning, Dietz Stadium, Economic Development, Civil Service, Engineering

ACCOUNT	ACCOUNT DESCRIPTION	TRANSFER TO (FROM)	ACCOUNT	ACCOUNT DESCRIPTION	TRANSFER TO (FROM)
A1 -5-5630-11-5120	- SUBSTITUTE	28,592	A1 -5-5630-11-5101	- REGULAR PA	(18,781)
A1 -5-5630-14-5444	- VEHICLE MA	19,821	A1 -5-5630-14-5426	- VEHICLE FU	(18,288)
A1 -5-5630-11-5103	- OVERTIME P	17,902	A1 -5-5630-11-5112	- PART-TIME	(14,548)
A1 -5-5630-14-5472	- CONTRACTED	7,975	A1 -3-3320-11-5101	- REGULAR PA	(12,558)
A1 -7-7210-11-5111	- SEASONAL E	5,850	A1 -9-9950-19-5907	- BAN INT	(6,642)
A1 -7-7210-11-5103	- OVERTIME P	4,903	A1 -5-5630-11-5108	- COMP TIME	(5,607)
A1 -5-5630-11-5105	- RETIREMENT	4,318	A1 -9-9050-18-5850	- UNEMPLOYME	(2,734)
A1 -6-6989-11-5101	- REGULAR PA	2,122	A1 -5-5630-11-5102	- LONGEVITY	(2,580)
A1 -5-5630-14-5485	- GENERAL MA	1,029	A1 -6-6989-14-5485	- GENERAL MA	(2,228)
A1 -7-7210-11-5811	- SOCIAL SEC	1,006	A1 -5-5630-14-5461	- TRAVEL REI	(2,000)
A1 -1-1440-14-5463	- POSTAGE,FR	867	A1 -5-5630-11-5118	- STANDBY PA	(1,900)
A1 -1-1315-11-5109	- TEMP. STAT	844	A1 -1-1440-11-5112	- PART TIME	(1,834)
A1 -1-1130-14-5402	- OFFICE SUP	843	A1 -5-5630-14-5402	- OFFICE SUP	(1,514)
A1 -8-8020-11-5101	- REGULAR PA	841	A1 -5-5630-12-5211	- OTHER EQUI	(1,263)
A1 -1-1210-11-5101	- REGULAR PA	803	A1 -1-1130-14-5463	- POSTAGE,FR	(1,021)
A1 -1-1440-11-5101	- REGULAR PA	664	A1 -5-5630-12-5205	- DATA PROCE	(1,000)
A1 -5-5630-14-5450	- PHYSICAL E	425	A1 -7-7210-18-5834	- UNIFORM AL	(1,000)
A1 -1-1330-11-5101	- REGULAR PA	358	A1 -1-1130-14-5412	- DATA PROCE	(962)
A1 -1-1440-14-5402	- OFFICE SUP	283	A1 -1-1315-14-5414	- EMPLOYEE T	(934)
A1 -1-1362-14-5463	- POSTAGE,FR	230	A1 -8-8020-11-5111	- SEASONAL E	(841)
A1 -1-1345-11-5101	- REGULAR PA	228	A1 -5-5630-18-5834	- UNIFORM AL	(741)
A1 -7-7210-11-5110	- SHIFT DIFF	222	A1 -5-5630-14-5464	- ADVERTISIN	(500)
A1 -1-1210-11-5811	- SOCIAL SEC	218	A1 -1-1330-14-5402	- OFFICE SUP	(358)
A1 -7-7210-11-5101	- REGULAR PA	177	A1 -5-5630-18-5836	- TOOL ALLOW	(250)
A1 -1-1130-11-5101	- REGULAR PA	119	A1 -1-1362-14-5464	- ADVERTISIN	(230)
A1 -6-6989-14-5463	- POSTAGE,FR	106	A1 -1-1345-11-5103	- OVERTIME	(228)
A1 -1-1430-11-5811	- SOCIAL SEC	103	A1 -5-5630-11-5811	- SOCIAL SEC	(197)
A1 -1-1315-11-5102	- LONGEVITY	90	A1 -5-5630-14-5463	- POSTAGE,FR	(113)
A1 -1-1440-14-5421	- TELEPHONE	20	A1 -1-1364-14-5472	- CONTRACTED	(103)
A1 -7-7210-11-5112	- PART TIME	2	A1 -5-5630-18-5835	- MEAL ALLOW	(8)
A1 -9-9785-19-5906	- BOND ANTIC	1			(100,963)
A1 -9-9785-19-5907	- BAN INT	1			
		<u>100,963</u>			

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

DATE 3/23/18

Description: Respectfully request the approval of 2017 Year End Transfers for multiple dept's including Citibus, Planning, Civil Service, Engineering, Economic Development, Dietz Stadium, and Comptroller. There is no net financial impact from this transfer.

Estimated Financial Impact \$0

Signature John Tuey

Digitally signed by John Tuey
Date: 2018.03.23 10:53:08 -04'00'

Motion by RS-C

Seconded by WC

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 5	☐	☐
<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 2017 PARKS AND
RECREATION BUDGET

Sponsored by: Finance/Audit Committee
Aldermen Koop, Scott-Childress, Noble, Carey

WHEREAS, the Superintendent of Parks and Recreation has submitted a request for transfers in the amount of \$140,254.00 to cover year end shortages; 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 \$140,254.00 be transferred, as attached:

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 3, 2018

Financial Impact - 0

FINANCE AND ECONOMIC DEVELOPMENT

COMMITTEE REPORT

Internal Transfer	XX	Contingency Transfer	
Transfer		Authorization	
Budget Modification		Bonding Request	
Claims	Zoning	Other	
Department:	Parks and Recreation	Date:	March 20, 2018
2017 YEAR END TRANSFERS			
A1	Transfer From:	7142 14 5443	Murphy Ctr Building Main 885.00
6772 14 5472	Aging Contr Service	662.00	7143 11 5111 Hodge Ctr Seasonal 5,794.00
7020 11 5101	Admin Reg Pay	697.00	7143 14 5423 Hodge Ctr Natural Gas 683.00
7020 11 5103	Admin OT	500.00	7143 14 5471 Hodge Ctr Service Contrs 1,227.00
7020 11 5118	Admin Stand By	1,040.00	7143 14 5486 Hodge Ctr Cleaning Supplies 593.00
7020 14 5441	Admin Equipment Main	200.00	7180 11 5111 Beach/Pool Seasonal 5,986.00
7110 11 5103	Parks OT	663.00	7180 12 5211 Beach/Pool Equipment 1,053.00
7110 11 5109	Parks Status Change	750.00	7180 13 5301 Beach/Pool Capital Contr Serv 2,100.00
7110 11 5111	Parks Seasonal	2,442.00	7180 13 5302 Beach/Pool Capital Gen Material 2,500.00
7110 13 5301	Parks Capital Contr Service	856.00	7180 14 5422 Beach/Pool Electric 498.00
7110 13 5302	Parks Capital Gen Material	4,678.00	7180 14 5443 Beach/Pool Building Main 507.00
7110 13 5306	Parks Capital Block Park	418.00	7180 14 5479 Beach/Pool Minor Equip 405.00
7110 13 5307	Parks Capital Loughran Park	404.00	7180 14 5485 Beach/Pool Gen Material 521.00
7110 14 5471	Parks Service Contracts	569.00	7310 14 5472 Youth Contracted Service 3,873.00
7110 14 5487	Parks Construction Material	2,020.00	7240 11 5101 Forsyth Zoo Reg Pay 1,197.00
7140 11 5111	Playgrounds Seasonal	11,882.00	7240 11 5102 Forsyth Zoo Longevity 1,750.00
7140 14 5485	Playgrounds Gen Material	666.00	7240 11 5103 Forsyth Zoo OT 6,754.00
7141 11 5110	Rondout Ctr Shif Diff	1,115.00	7240 13 5301 Forsyth Zoo Capital Contr Serv 2,059.00
7141 14 5422	Rondout Ctr Electric	2,253.00	7240 14 5416 Forsyth Zoo Educ Material 1,563.00
7142 11 5101	Murphy Ctr Reg Pay	44,290.00	7240 14 5472 Forsyth Zoo Contr Service 6,757.00
7142 11 5102	Murphy Ctr Longevity	1,350.00	7240 14 5485 Forsyth Zoo Gen Material 1,508.00
7142 13 5301	Murphy Ctr Capital Contr Serv	571.00	7620 11 5111 Adult Seasonal 2,770.00
7142 13 5302	Murphy Ctr Capital Gen Mat	2,500.00	7620 13 5301 Adult Capital Contr Service 4,439.00
7142 14 5422	Murphy Ctr Electric	2,495.00	7620 14 5422 Adult Electric 1,811.00
Estimated Financial Impact		TOTAL (TRANSFER FROM)	140,254.00

Motion By RS-CSeconded By WC

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
<i>DA Koop</i> Douglas Koop, Ward 2 Chairman	✓	
<i>Reynolds Scott-Childress</i> Reynolds Scott-Childress, Ward 3	✓	
<i>Tony Davis</i> Tony Davis, Ward 6	✓	
<i>Patrick O'Reilly</i> Patrick O'Reilly, Ward 7	✓	
<i>Steven Schabot</i> Steven Schabot, Ward 8		

FINANCE AND ECONOMIC DEVELOPMENT

COMMITTEE REPORT

Internal Transfer	<u>XX</u>	Contingency Transfer	
Transfer		Authorization	
Budget Modification		Bonding Request	
Claims	Zoning	Other	

Department: Parks and Rec		Date: March 20, 2018	
----------------------------------	--	-----------------------------	--

2017 YEAR END TRANSFERS			
A1	Transfer To:	A1	Transfer To:
6772 11 5103	Aging OT	57.00	7141 14 5485 Rondout Ctr Gen Material 201.00
6772 11 5811	Aging Soc Sec	4.00	7141 14 5486 Rondout Ctr Cleaning Supply 220.00
7020 14 5462	Admin Dues, Seminars	10.00	7142 11 5105 Murphy Ctr Retirement 30,038.00
7020 14 5464	Admin Advertising	38.00	7142 14 5421 Murphy Ctr Telephone 1,142.00
7020 14 5472	Admin Contr Service	6,849.00	7142 14 5423 Murphy Ctr Natural Gas 3,399.00
7020 14 5479	Admin Minor Eqp	843.00	7143 11 5101 Hodge Ctr Reg Pay 957.00
7110 11 5112	Parks Part Time	27,554.00	7143 11 5103 Hodge Ctr OT 360.00
7110 11 5811	Parks Soc Sec	1,394.00	7143 11 5112 Hodge Ctr Part Time Empl 7,283.00
7110 14 5422	Parks Electric	1,074.00	7143 11 5811 Hodge Ctr Soc Security 206.00
7110 14 5423	Parks Natural Gas	71.00	7143 14 5416 Hodge Ctr Educ Material 62.00
7110 14 5426	Parks Veh Fuel	1,223.00	7142 14 5422 Hodge Ctr Electric 671.00
7110 14 5441	Parks Equipment Main	343.00	7143 14 5443 Hodge Ctr Building Main 1,347.00
7110 14 5444	Parks Vehicle Main	12,083.00	7180 14 5484 Beach/Pool Chemical Material 622.00
7110 14 5472	Parks Contr Service	3,137.00	7240 11 5111 Forsyth Zoo Seasonal 4,004.00
7110 14 5485	Parks Gen Material	143.00	7240 12 5211 Forsyth Zoo Equipment 41.00
7110 14 5486	Parks Cleaning Supply	408.00	7310 11 5103 Youth OT 885.00
7140 14 5453	Playgrounds Gen Tax	4,179.00	7310 11 5811 Youth Soc Security 57.00
7141 11 5101	Rondout Ctr Reg Pay	97.00	7620 11 5103 Adult OT 579.00
7141 11 5111	Rondout Ctr Seasonal Empl	14,932.00	7620 14 5485 Adult General Material 39.00
7141 11 5112	Rondout Ctr Part Time Empl	966.00	
7141 11 5811	Rondout Ctr Soc Security	940.00	
7141 14 5407	Rondout Ctr Arts & Crafts	59.00	
7141 14 5443	Rondout Ctr Building Main	5,435.00	
7141 14 5472	Rondout Ctr Contr Service	6,302.00	
		TOTAL (TRANSFER TO)	140,254.00
Estimated Financial Impact _____		Signature _____	

Motion By _____

Seconded By _____

Action Required _____

SEQRA Decision:

Type I Action _____

Type II Action _____

Unlisted Action _____

Negative Declaration of Environmental Significance _____

Conditioned Negative Declaration _____

Seek Lead Agency Status _____

Positive Declaration of Environmental Significance _____

Committee Vote	Yes	No
Douglas Koop, Ward 2 Chairman		
Reynolds Scott-Childress, Ward 3		
Tony Davis, Ward 6		
Patrick O'Reilly, Ward 7		
Steven Schabot, Ward 8		

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK,
RECOMMENDING APPROVAL FOR MODIFICATIONS TO THE 2017 GENERAL FUND BUDGET

Sponsored by: Finance/Audit Committee
Aldermen Koop, Scott-Childress, Noble, Carey

WHEREAS, the City Comptroller has requested 2017 year end transfers in the General Fund Medical Insurance accounts; and

WHEREAS, these transfers will result in an increase of \$250,000.00 in contingency; 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 2017 General Budget be modified, as attached

SECTION 2. That this resolution shall take effect immediately.

Submitted to the Mayor this ____
day of _____ 2018.

Approved by the Mayor this ____
day _____ 2018.

CARLY WINNIE, CITY CLERK

STEVEN T. NOBLE, MAYOR

Adopted by Council on April 3, 2018

Financial Impact +\$250,000

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

DATE 3/2/18

Description: See attached for 2017 General Fund Medical Insurance Transfers (Hospital/Medical Dental, Optical). \$250,000 will be added back to 2017 contingency.

Estimated Financial Impact +\$250,000

Signature John Tuey

Digitally signed by John Tuey
Date: 2018.03.02 12:02:12 -05'00'

Motion by AD

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>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	☐	☐

ACCOUNT	ACCOUNT DESCRIPTION	TRANSFER TO (FROM)
A1 -1-1990-14-5404 -	CONTINGENCY	250,000
A1 -1-1130-18-5822 -	DENTAL INS	(570)
A1 -1-1210-18-5822 -	DENTAL INS	(1,335)
A1 -1-1315-18-5822 -	DENTAL INS	772
A1 -1-1330-18-5822 -	DENTAL INS	(570)
A1 -1-1345-18-5822 -	DENTAL INS	(414)
A1 -1-1355-18-5822 -	DENTAL INS	(1,108)
A1 -1-1410-18-5822 -	DENTAL INS	(748)
A1 -1-1420-18-5822 -	DENTAL INS	(1,245)
A1 -1-1430-18-5822 -	DENTAL INS	(815)
A1 -1-1440-18-5822 -	DENTAL INS	528
A1 -1-1490-18-5822 -	DENTAL INS	(2,100)
A1 -1-1620-18-5822 -	DENTAL INS	140
A1 -1-1621-18-5822 -	DENTAL INS	(713)
A1 -1-1650-18-5822 -	DENTAL INS	(679)
A1 -1-1680-18-5822 -	DENTAL INS	432
A1 -3-3120-18-5822 -	DENTAL INS	(3,778)
A1 -3-3310-18-5822 -	DENTAL INS	(1,709)
A1 -3-3311-18-5822 -	DENTAL INS	(770)
A1 -3-3320-18-5822 -	DENTAL INS	(1,574)
A1 -3-3410-18-5822 -	DENTAL INS	(16,549)
A1 -3-3620-18-5822 -	DENTAL INS	278
A1 -3-3989-18-5822 -	DENTAL INS	315
A1 -4-4020-18-5822 -	DENTAL INS	(679)
A1 -5-5110-18-5822 -	DENTAL INS	(852)
A1 -5-5132-18-5822 -	DENTAL INS	(1,752)
A1 -5-5630-18-5822 -	DENTAL INS	(4,899)
A1 -6-6989-18-5822 -	DENTAL INS	(271)
A1 -7-7020-18-5822 -	DENTAL INS	(760)
A1 -7-7110-18-5822 -	DENTAL INS	(2,395)
A1 -7-7141-18-5822 -	DENTAL INS	(107)
A1 -7-7142-18-5822 -	DENTAL INS	(2,171)
A1 -7-7210-18-5822 -	DENTAL INS	(987)
A1 -7-7240-18-5822 -	DENTAL INS	(1,500)
A1 -8-8020-18-5822 -	DENTAL INS	(1,156)
A1 -8-8160-18-5822 -	DENTAL INS	(6,019)
A1 -8-8161-18-5822 -	DENTAL INS	(693)
A1 -8-8164-18-5822 -	DENTAL INS	(2,655)
A1 -8-8170-18-5822 -	DENTAL INS	(1,873)
A1 -9-9089-18-5822 -	DENTAL INS	(8,696)
A1 -9-9189-18-5822 -	DENTAL INS	(1,767)
A1 -1-1130-18-5821 -	HOSPITAL &	1
A1 -1-1210-18-5821 -	HOSPITAL &	(726)
A1 -1-1315-18-5821 -	HOSPITAL &	562
A1 -1-1330-18-5821 -	HOSPITAL &	1
A1 -1-1345-18-5821 -	HOSPITAL &	736

ACCOUNT	ACCOUNT DESCRIPTION	TRANSFER TO (FROM)
A1 -1-1355-18-5821 -	HOSPITAL &	556
A1 -1-1410-18-5821 -	HOSPITAL &	(472)
A1 -1-1420-18-5821 -	HOSPITAL &	16,724
A1 -1-1430-18-5821 -	HOSPITAL &	(749)
A1 -1-1440-18-5821 -	HOSPITAL &	(655)
A1 -1-1490-18-5821 -	HOSPITAL &	21,178
A1 -1-1620-18-5821 -	HOSPITAL &	(1,882)
A1 -1-1621-18-5821 -	HOSPITAL &	(14,764)
A1 -1-1650-18-5821 -	HOSPITAL &	278
A1 -1-1680-18-5821 -	HOSPITAL &	279
A1 -3-3120-18-5821 -	HOSPITAL &	(57,561)
A1 -3-3310-18-5821 -	HOSPITAL &	580
A1 -3-3311-18-5821 -	HOSPITAL &	(4,278)
A1 -3-3320-18-5821 -	HOSPITAL &	(7,179)
A1 -3-3410-18-5821 -	HOSPITAL &	44,310
A1 -3-3620-18-5821 -	HOSPITAL &	(12,708)
A1 -3-3989-18-5821 -	HOSPITAL &	278
A1 -4-4020-18-5821 -	HOSPITAL &	278
A1 -5-5110-18-5821 -	HOSPITAL &	(5,240)
A1 -5-5132-18-5821 -	HOSPITAL &	(15,849)
A1 -5-5630-18-5821 -	HOSPITAL &	9,348
A1 -6-6989-18-5821 -	HOSPITAL &	(410)
A1 -7-7020-18-5821 -	HOSPITAL &	9,901
A1 -7-7110-18-5821 -	HOSPITAL &	(26,304)
A1 -7-7141-18-5821 -	HOSPITAL &	278
A1 -7-7142-18-5821 -	HOSPITAL &	(24,156)
A1 -7-7210-18-5821 -	HOSPITAL &	278
A1 -7-7240-18-5821 -	HOSPITAL &	(26,304)
A1 -8-8020-18-5821 -	HOSPITAL &	1,490
A1 -8-8160-18-5821 -	HOSPITAL &	(3,965)
A1 -8-8161-18-5821 -	HOSPITAL &	3,845
A1 -8-8164-18-5821 -	HOSPITAL &	(16,746)
A1 -8-8170-18-5821 -	HOSPITAL &	5,155
A1 -9-9060-18-5821 -	HOSPITAL &	(81,587)
A1 -9-9089-18-5821 -	HOSPITAL &	(25,000)
A1 -9-9060-18-5823 -	MEDICARE R	13,220
A1 -1-1130-18-5826 -	OPTICAL	168
A1 -1-1210-18-5826 -	OPTICAL	110
A1 -1-1315-18-5826 -	OPTICAL	545
A1 -1-1345-18-5826 -	OPTICAL	1
A1 -1-1355-18-5826 -	OPTICAL	422
A1 -1-1410-18-5826 -	OPTICAL	115
A1 -1-1420-18-5826 -	OPTICAL	(82)
A1 -1-1440-18-5826 -	OPTICAL	99
A1 -1-1490-18-5826 -	OPTICAL	544
A1 -1-1620-18-5826 -	OPTICAL	116

ACCOUNT	ACCOUNT DESCRIPTION	TRANSFER TO (FROM)
A1 -1-1621-18-5826 -	OPTICAL	53
A1 -1-1680-18-5826 -	OPTICAL	706
A1 -3-3120-18-5826 -	OPTICAL	42
A1 -3-3310-18-5826 -	OPTICAL	109
A1 -3-3311-18-5826 -	OPTICAL	(34)
A1 -3-3320-18-5826 -	OPTICAL	79
A1 -3-3410-18-5826 -	OPTICAL	8,347
A1 -3-3620-18-5826 -	OPTICAL	(44)
A1 -3-3989-18-5826 -	OPTICAL	323
A1 -5-5110-18-5826 -	OPTICAL	(181)
A1 -5-5132-18-5826 -	OPTICAL	(150)
A1 -5-5630-18-5826 -	OPTICAL	461
A1 -6-6989-18-5826 -	OPTICAL	303
A1 -7-7020-18-5826 -	OPTICAL	361
A1 -7-7110-18-5826 -	OPTICAL	84
A1 -7-7141-18-5826 -	OPTICAL	134
A1 -7-7142-18-5826 -	OPTICAL	(224)
A1 -7-7210-18-5826 -	OPTICAL	56
A1 -7-7240-18-5826 -	OPTICAL	8
A1 -8-8020-18-5826 -	OPTICAL	428
A1 -8-8160-18-5826 -	OPTICAL	1,782
A1 -8-8161-18-5826 -	OPTICAL	36
A1 -8-8164-18-5826 -	OPTICAL	1,075
A1 -8-8170-18-5826 -	OPTICAL	236
A1 -9-9089-18-5826 -	OPTICAL	821
A1 -9-9189-18-5826 -	OPTICAL	1,854

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK,
RECOMMENDING APPROVAL FOR MODIFICATIONS TO THE 2017 GENERAL FUND BUDGET

Sponsored by: Finance/Audit Committee
Aldermen Koop, Scott-Childress, Noble, Carey

WHEREAS, the City Comptroller has submitted a request for transfers to cover NYS Retirement Costs; 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 \$150,000.00 be transferred, as attached:

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 3, 2018

Financial Impact + \$138,014

General Fund - 2017 Year End NYS Retirement Transfers

ACCOUNT	ACCOUNT DESCRIPTION	TRANSFER TO (FROM)	ACCOUNT	ACCOUNT DESCRIPTION	TRANSFER TO (FROM)
A1 -1-1990-14-5404 -	CONTINGENCY	138,014	A1 -3-3311-18-5812 -	NYS RETIREMENT	(1,823)
A1 -8-8170-18-5812 -	NYS RETIREMENT	2,599	A1 -5-5630-18-5812 -	NYS RETIREMENT	(3,053)
A1 -3-3510-18-5812 -	NYS RETIREMENT	2,237	A1 -8-8010-18-5812 -	NYS RETIREMENT	(3,172)
A1 -3-3410-18-5812 -	NYS RETIREMENT	2,170	A1 -1-1440-18-5812 -	NYS RETIREMENT	(3,414)
A1 -7-7180-18-5812 -	NYS RETIREMENT	1,161	A1 -4-4020-18-5812 -	NYS RETIREMENT	(3,520)
A1 -1-1410-18-5812 -	NYS RETIREMENT	1,084	A1 -1-1650-18-5812 -	NYS RETIREMENT	(3,719)
A1 -3-3310-18-5812 -	NYS RETIREMENT	887	A1 -7-7110-18-5812 -	NYS RETIREMENT	(3,892)
A1 -7-7210-18-5812 -	NYS RETIREMENT	594	A1 -5-5110-18-5812 -	NYS RETIREMENT	(4,902)
A1 -7-7141-18-5812 -	NYS RETIREMENT	375	A1 -1-1430-18-5812 -	NYS RETIREMENT	(5,265)
A1 -3-3989-18-5812 -	NYS RETIREMENT	367	A1 -1-1680-18-5812 -	NYS RETIREMENT	(5,642)
A1 -7-7143-18-5812 -	NYS RETIREMENT	365	A1 -8-8164-18-5812 -	NYS RETIREMENT	(6,332)
A1 -7-7989-18-5812 -	NYS RETIREMENT	104	A1 -3-3620-18-5812 -	NYS RETIREMENT	(6,398)
A1 -1-1315-18-5812 -	NYS RETIREMENT	43	A1 -5-5132-18-5812 -	NYS RETIREMENT	(6,905)
		<u>150,000</u>	A1 -6-6989-18-5812 -	NYS RETIREMENT	(6,977)
			A1 -1-1625-18-5812 -	NYS RETIREMENT	(7,154)
			A1 -7-7240-18-5812 -	NYS RETIREMENT	(7,874)
			A1 -3-3320-18-5812 -	NYS RETIREMENT	(9,387)
			A1 -1-1010-18-5812 -	NYS RETIREMENT	(13,652)
			A1 -8-8160-18-5812 -	NYS RETIREMENT	(14,232)
			A1 -1-1420-18-5812 -	NYS RETIREMENT	(15,587)
			A1 -5-5142-18-5812 -	NYS RETIREMENT	<u>(17,100)</u>
					(150,000)

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

DATE 3/23/18

Description: Respectfully request the approval of 2017 Year End General Fund NYS Retirement System transfers totaling \$150,000. This transfer adds \$138,014 back to 2017 General Fund Contingency.

Estimated Financial Impact + \$150,000

Signature John Tuey

Digitally signed by John Tuey
Date: 2018.03.23 10:53:08 -04'00'

Motion by JN

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>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 #74 of 2018

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK,
RECOMMENDING APPROVAL FOR MODIFICATIONS TO THE 2017 SEWER BUDGET

Sponsored by: Finance/Audit Committee
Aldermen Koop, Scott-Childress, Noble, Carey

WHEREAS, the City Comptroller has submitted a request for transfers in the amount of 80,850.00 to cover various 2017 Sewer Fund year end shortages; and

WHEREAS, these transfers will result in an increase of \$50,000.00 in Sewer Contingency

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 \$80,850.00 be transferred, as attached:

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 3, 2018

Financial Impact + 50,000

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

DATE 3/23/18

Description: Respectfully request the approval of 2017 Year End Sewer Fund transfers
totaling \$80,850. This transfer adds \$50,000 back to Sewer Fund contingency.

Estimated Financial Impact + \$50,000

Signature John Tuey

Digitally signed by John Tuey
Date: 2018.03.23 10:53:08 -04'00'

Motion by WC

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. Koop</u> Douglas Koop, Chairman	☒	☐
<u>Reynolds Scott-Childress</u> Reynolds Scott-Childress Ward 3	☒	☐
<u>Anthony Davis</u> Anthony Davis, Ward 6	☒	☐
<u>William F. Carey</u> Patrick O'Reilly, Ward 5 Bill Carey	☐	☐
Steven Schabot, Ward 8	☐	☐

Sewer Fund -2017 Year End Transfers

ACCOUNT	ACCOUNT DESCRIPTION	TRANSFER TO (FROM)	ACCOUNT	ACCOUNT DESCRIPTION	TRANSFER TO (FROM)
G1 -1-1990-14-5404 -	CONTINGENCY	50,000	G1 -8-8122-14-5462 -	DUES, SEMI	(100)
G1 -9-9950-19-5907 -	BAN INT	20,400	G1 -8-8122-14-5464 -	ADVERTISIN	(100)
G1 -8-8110-11-5101 -	REGULAR PA	10,000	G1 -8-8122-14-5403 -	BOOKS, LIT	(250)
G1 -8-8110-11-5811 -	SOCIAL SEC	450	G1 -8-8120-14-5486 -	CLEANING &	(400)
		<u>80,850</u>	G1 -8-8110-11-5102 -	LONGEVITY	(500)
			G1 -8-8120-18-5835 -	MEAL ALLOW	(600)
			G1 -8-8120-14-5441 -	MAINTENANC	(800)
			G1 -8-8120-11-5102 -	LONGEVITY	(900)
			G1 -8-8120-11-5103 -	OVERTIME P	(1,000)
			G1 -8-8120-11-5109 -	TEMPORARY	(1,000)
			G1 -8-8122-14-5472 -	CONTRACTED	(1,000)
			G1 -9-9950-19-5906 -	BOND ANTIC	(1,300)
			G1 -8-8120-14-5480 -	SAFETY GEA	(1,600)
			G1 -8-8120-11-5118 -	WEEKEND ST	(2,250)
			G1 -8-8120-11-5811 -	SOCIAL SEC	(2,250)
			G1 -8-8110-13-5310 -	PROERTY AQ	(3,000)
			G1 -8-8110-18-5812 -	NYS RETIRE	(3,600)
			G1 -8-8120-14-5472 -	OTHER CONT	(4,000)
			G1 -8-8120-14-5422 -	ELECTRICIT	(4,500)
			G1 -8-8120-14-5487 -	CONST. MAT	(5,000)
			G1 -8-8120-14-5426 -	VEHICLE FU	(7,500)
			G1 -8-8120-14-5498 -	SLUDGE DIS	(8,000)
			G1 -8-8120-11-5101 -	REGULAR PA	(8,200)
			G1 -8-8120-14-5484 -	CHEMICAL S	(9,000)
			G1 -8-8120-18-5812 -	NYS RETIRE	(14,000)
					<u>(80,850)</u>

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK,
RECOMMENDING APPROVAL FOR MODIFICATIONS TO THE 2017 SEWER FUND BUDGET

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

WHEREAS, the City Comptroller has submitted a request for transfers in the 217 Sewer Fund Medical Insurance accounts; and

WHEREAS, these transfers will result in an increase in Sewer Contingency in the amount of \$19,733.00

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 2017 Sewer Fund Budget be modified, as attached:

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 3, 2018

Financial Impact + \$19,733

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

DATE 3/2/18

Description: See attached for 2017 Sewer Fund Medical Insurance Transfers (Hospital/Medical, Dental, Optical). \$19,733 will be added back to 2017 Sewer contingency.

Estimated Financial Impact +\$19,733

Signature John Tuey

Digitally signed by John Tuey
Date: 2018.03.02 12:02:12 -05'00'

Motion by AD

Seconded by IN

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>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	☐	☐

ORG	OBJ	ACCOUNT DESCRIPTION	TRANSFER TO (FROM)
G1199014	5404	CONTINGENCY	19,733
G1812018	5821	HOSPITAL & MEDICAL	(39,546)
G1812118	5821	HOSPITAL & MEDICAL	(3,420)
G1813018	5821	HOSPITAL & MEDICAL	(1,693)
G1906018	5821	HOSPITAL & MEDICAL	30,816
G1812018	5822	DENTAL INS	(747)
G1812118	5822	DENTAL INS	(1,365)
G1813018	5822	DENTAL INS	(4,573)
G1812018	5826	OPTICAL	880
G1812118	5826	OPTICAL	(86)
G1813018	5826	OPTICAL	1

RESOLUTION #76 of 2018

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK,
RECOMMENDING APPROVAL FOR MODIFICATIONS TO THE 2017 WASTEWATER
TREATMENT FACILITY BUDGET

Sponsored by: Finance/Audit Committee
Aldermen Koop, Scott-Childress, Noble, Carey

WHEREAS, the Wastewater Treatment Facility has requested a budget transfer in the amount of \$59,322.57 to cover 2017 year-end shortages; 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 \$59,322.57 be transferred as follows:

FROM:	G11990.5404	Sewer Contingency	\$59,322.57
TO:	G18130.5411	Consultants	\$59,322.57

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 April 3, 2018

Financial Impact - \$59,322.57

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 Plant (2017) DATE March 20, 2018

From: G1-1990-14-5404 Contingency \$59,322.57

To: G1-8130-14-5411 Consultants \$59,322.57

Estimated Financial Impact \$59,322.57 Signature 

Motion by RS-C

Seconded by WC

Action Required:

SEQRA Decision:

Type I Action _____

Type II Action _____

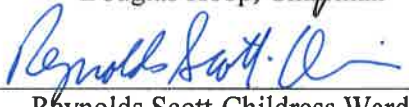
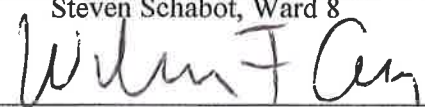
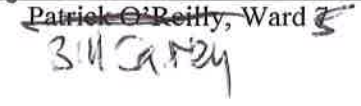
Unlisted Action _____

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	☒	☐
 Steven Schabot, Ward 8	☒	☐
 Patrick O'Reilly, Ward 5 Bill Carey	☐	☐

Waste Water Treatment Plant Transfers

From:

G1-1990-14-5404	Contingency	\$59,322.57
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To:

G1-8-8130-14-5411	Consultants	\$59,322.57
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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, Davis, Schabot, Noble

WHEREAS, Federal requirements and changes in the city sewer system over the past 20 years have made it necessary to update the Sewer Use Ordinance and Industrial Pretreatment Program (IPP); and

WHEREAS, the Engineering Department has submitted a request for transfers in the 2018 Sewer Budget to cover the costs of hiring a consulting firm that specializes in this field; and

WHEREAS, the total cost for this project is estimated at \$25,000.00, of which \$3,000.00 is already allocated to the Industrial Pretreatment Contracted Services account.

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

SECTION 1. That the sum of \$22,000.00 be transferred, as follows:

FROM:	G11990.5404	Sewer Contingency	\$22,000.00
TO:	G18122.5472	Industrial Pretreatment Contracted Svc	\$22,000.00

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 April 3, 2018

Financial Impact - 0

**THE CITY OF KINGSTON COMMON COUNCIL
FINANCE AND AUDIT
COMMITTEE REPORT**

REQUEST DESCRIPTION

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

DEPARTMENT ENGINEERING DATE _____

Description: **UPDATE OF SEWER USE ORDINANCE - INDUSTRIAL PRETREATMENT PROGRAM (IPP):** THE IPP HAS BEEN IN PLACE SINCE 1999. DUE TO FEDERAL REQUIREMENTS AND CHANGED CONDITIONS IN THE CITY SEWER SYSTEM OVER THE LAST 20 YEARS, IT IS NECESSARY TO REVISE AND UPDATE THE IPP. BECAUSE OF THE HIGHLY TECHNICAL AND COMPLEX NATURE OF THE NUMERIC AND SCIENTIFIC CALCULATIONS ASSOCIATED WITH THE PROPOSED WORK, IT IS NECESSARY TO SEEK THE ASSISTANCE OF A CONSULTING ENGINEERING FIRM THAT SPECIALIZES IN THIS FIELD. THE COST FOR THE PROJECT IS ESTIMATED TO BE \$25,000.00. THE INDUSTRIAL PRETREATMENT ACCOUNT G18122.472 - CONTRACTED SERVICES - CURRENTLY HAS A BALANCE OF \$3,000.000. IT IS REQUESTED THAT \$22,000.000 BE TRANSFERRED FROM CONTINGENCY ACCT. #A11990.404 TO ACCT. #G18122.472. IN THE 2018 BUDGET

Estimated Financial Impact \$22,000.00 Signature Alan J. Adinolfi

Motion by SS

Seconded by JN

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>James Noble Alderman et al</u> Steven Schabot, Ward 8	✓	

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

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

WHEREAS, the Superintendent of Parks and Recreation has submitted a request for transfers in the 2018 Budget for the National Leadership in Community Resilience grant project in the amount of \$10,000.

WHEREAS, advance funding in the amount of \$10,000.00 will come from NYS DEC grant funding and there is no required match

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

SECTION 1. That the sum of \$10,000.00 be transferred, as follows:

FROM:	A17240.42705	Private Grants	\$10,000.00
TO:	A17240.5472	Contracted Services	\$5,000.00
	A17240.5211	Other Equipment	<u>\$5,000.00</u>
			\$10,000.00

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 April 3, 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 Parks and Recreation DATE 3/2/18

Description: 2018 Budgetary Transfer Request in the Parks and Recreation Budget for the National League of Cities Leadership in Community Resilience grant project in the amount of \$10,000. Advance payment will come from funding provided by a NYS DEC grant for \$10,000 and there is no required match.

FROM Account #A1 7240.2705 ^{2nd Nature Ctr ?} Private Grants \$10,000.00
TO Account #A1 7240.472 Contracted Services \$5,000.00
Account #A1 7240.211 Other Equipment \$5,000.00

Estimated Financial Impact \$0

Signature [Signature]

Motion by SS

Seconded by JN

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, Ward 2	✓	
<u>[Signature]</u> Reynolds Scott-Childress, Ward 3	✓	
<u>[Signature]</u> Steven Schabot, Ward 8	✓	
<u>[Signature]</u> Patrick O'Reilly, Ward 7	✓	
<u>[Signature]</u> Anthony Davis, Ward 6	✓	

RESOLUTION #79 OF 2018

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK,
RECOMMENDING APPROVAL FOR REVERSAL OF BUILDING/SAFETY DIVISION CHARGES
TO THE TAX BILL OF 185 FAIRVIEW AVENUE

Sponsored by: Finance/Economic Development Committee
Aldermen Koop, Scott-Childress, Schabot, Davis, Noble

WHEREAS, the Common Council authorized unpaid Building/Safety Division charges for various properties within the City of Kingston to be added to the 2017 General Taxes, per the Code of the City of Kingston; and

WHEREAS, the Office of Corporation Counsel has recommended the reversal of charges, including late fees and interest, to the property tax bills of 185 Fairview Avenue, in the amount of \$1,293.45:

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

SECTION 1. That Building Safety Division charges totaling \$1,293.45 be reversed from the City of Kingston 2017 tax bill of Lillian Polk, owner of 185 Fairview Avenue.

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 3, 2018

Financial Impact - \$1,293.45

Building Dept Levy

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 Corporation Counsel DATE 3/14/18

Description: Authorizing the reversal of a levy on
the tax bill of Lillian Polk, the owner of record
of 185 Fairview Ave in the amount of \$1,293.45
including late fees and interest charged by the
Comptroller's office

Estimated Financial Impact _____ Signature Ken R. Burt

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>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	☐	☐

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK,
RECOMMENDING APPROVAL FOR MODIFICATIONS TO THE 2018 OFFICE OF ECONOMIC
AND COMMUNITY DEVELOPMENT BUDGET

Sponsored by: Finance/Audit Committee
Aldermen Koop, Scott-Childress, Noble, Carey

WHEREAS, the City of Kingston has been awarded an LSLRP grant (#DOH01-C33212GG-3450000) in the amount of \$544,745.00 from the NYSDOH for the replacement of lead water service lines to city residences; and

WHEREAS, this grant funding is available on a reimbursement basis; and

WHEREAS, there are expense lines required for the project work that are not currently part of the Economic Development budget; and

WHEREAS, funds must be made available to pay costs for project work that will then be reimbursed to the City from NYSDOH LSLRP grant funds.

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

SECTION 1. That the sum of \$252,454.40 shall be transferred, as follows:

FROM:	A16989.43389	NYS Grant	\$252,454.40
TO:	A16989.5472	Contracted Services	\$245,273.20
	A16989.5461	Travel	\$196.20
	A16989.5205	Data Processing Equipment	\$1,605.00
	A16989.5485	Materials & Supplies	\$2,625.00
	A16989.5463	Postage	\$165.00
	A16989.5464	Advertising	\$650.00
	A16989.5211	Other Equipment	<u>\$1,720.00</u>
			\$252,454.40

SECTION 2. That this resolution shall take effect immediately.

Submitted to the Mayor this _____

Approved by the Mayor this _____

day of _____ 2018.

day of _____ 2018.

CARLY WINNIE, CITY CLERK

STEVEN T. NOBLE, MAYOR

Financial Impact: \$0

Adopted by Council on April 3, 2018

THE CITY OF KINGSTON COMMON COUNCIL

FINANCE AND AUDIT COMMITTEE REPORT

REQUEST DESCRIPTION

INTERNAL TRANSFER _____
AUTHORIZATION _____
CLAIMS _____

CONTINGENCY TRANSFER _____
BUDGET MODIFICATION X _____
ZONING _____

TRANSFER X _____
BONDING REQUEST _____
OTHER _____

DEPARTMENT Office of Economic & Community Development

DATE March 26, 2018

Description: Budget Transfer/Mod as follows: (2018 Transfer)

From:	NYS Grant	A1698923 43389	\$252,454.40
To:	Contracted Services	A1698914 5472	\$245,273.20
	Travel	A1698914 5461	\$196.20
	Data Proc. Equipment	A1698914 5205	\$1,605.00
	Materials & Supplies	A1698914 5485	\$2,625.00
	Postage	A1698914 5463	\$165.00
	Advertising	A1698914 5464	\$220.00
	Furniture & Fixtures	A1698912 5202	\$650.00
	Other Equipment	A1698912 5211	\$1,720.00

Estimated Financial Impact: 0

Signature [Signature]

Motion by WC

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	✓	
<u>[Signature]</u> Anthony Davis, Ward 6	✓	
<u>[Signature]</u> Patrick O'Reilly, Ward 5	✓	
Steven Schabot, Ward 8		

RESOLUTION ____ of 2018

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK,
RECOMMENDING APPROVAL FOR TRANSFERS AND MODIFICATIONS TO THE 2018
ECONOMIC DEVELOPMENT BUDGET.

Sponsored by:

WHEREAS, the City of Kingston has been awarded a Lead Service Line Replacement Program grant (#DOH01-C33212GG-3450000) in the amount of \$544,745.00 (five hundred forty-four thousand, seven hundred forty-five dollars and zero cents) from the New York State Department of Health for the replacement of lead water service lines to city residences; and

WHEREAS, this grant funding is available on a reimbursement basis; and

WHEREAS, there are expense lines required for the project work that are not currently part of the Economic Development budget; and

WHEREAS, funds must be made available to pay costs for project work that will then be reimbursed to the City from NYSDOH from the LSLRP grant funds.

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

SECTION 1. That the sum of \$252,454.40 be transferred, as attached.

SECTION 2. 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 _____, 2018



Department of Health

ANDREW M. CUOMO
Governor

HOWARD A. ZUCKER, M.D., J.D.
Commissioner

SALLY DRESLIN, M.S., R.N.
Executive Deputy Commissioner

December 11, 2017

The Honorable Steve Noble
Mayor, City of Kingston
420 Broadway
Kingston, NY 12401

Re: Lead Service Line Replacement Program
Grant Award Notification
(C) Kingston, Ulster Co.

Dear Mayor Noble:

On behalf of the New York State (NYS) Department of Health, I am pleased to inform you that your municipality has been awarded a NYS Lead Service Line Replacement Program (LSLRP) Grant. The LSLRP was created by the NYS Clean Water Infrastructure Act of 2017 to provide municipalities with grant funds to assist in the replacement of lead service lines.

Your LSLRP grant has been awarded in an amount not to exceed \$544,745. The final amount of your grant will be determined in accordance with program requirements and is contingent upon the review and approval of the Office of the State Comptroller.

In order to begin the contract negotiation process, please send your finance contact person's name, phone number and e-mail address to LSLRP@health.ny.gov. Also, if you wish to designate a municipal contact to receive LSLRP related information, please provide that contact information as well.

Additional details about the LSLRP can be found on the program web site: <https://health.ny.gov/environmental/water/drinking/lslrp/index.htm>. You may also contact Mr. Stephen Marshall (stephen.marshall@health.ny.gov) or Mr. Dan MacElrath (richard.macelrath@health.ny.gov) at (518) 402-7650 with any questions you may have regarding the LSLRP.

We look forward to working with you on your water quality improvement project.

Sincerely,

Lloyd R. Wilson, Ph.D.
Director
Bureau of Water Supply Protection
NYS Department of Health

cc.: NYSDOH - Metropolitan Region, Attn: Ms. Westerman, Ms. Pan
Ulster County Health Department, Attn: Ms. Smith

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
PERSONAL SERVICES DETAIL

SALARY					
POSITION TITLE	ANNUALIZED SALARY PER POSITION	STANDARD WORK WEEK (HOURS)	PERCENT OF EFFORT FUNDED	NUMBER OF MONTHS FUNDED	TOTAL
1. Director	\$ 61,500.00	35.00	10.00%	12	\$ 6,150.00
2. Financials Manager	\$61215.00	35.00	10.00%	12	\$6121.50
3. Administrative Assistant	\$43336.00	35.00	10.00%	12	\$4333.60
4. Housing Rehabilitation Specialist	\$48035.00	35.00	40.00%	12	\$19214.00
5.			0.00%		\$0.00
6.			0.00%		\$0.00
7.			0.00%		\$0.00
8.			0.00%		\$0.00
9.			0.00%		\$0.00
10.			0.00%		\$0.00
11.			0.00%		\$0.00
12.			0.00%		\$0.00
13.			0.00%		\$0.00
14.			0.00%		\$0.00
15.			0.00%		\$0.00
Subtotal					\$ 35819.10
FRINGE - TYPE/DESCRIPTION					
Social Security @ 0.0765 of annual salary + Retirement @ 0.18 of annual salary					\$9187.00
PERSONAL SERVICES TOTAL					\$ 45,006.10

Contract Number: # _____
Page 2 of 5, Attachment B-1 - Expenditure Based Budget

DMA FOR E.C. A1698945205

EQUIPMENT - TYPE/DESCRIPTION	TOTAL
1. 1, laptop computer with case and portable printer.	\$1605.00
2. This equipment will allow the project manager to complete contractual documents, change orders and	
3. other documents on site reducing time spent going back and forth from office to work sites.	
4.	
5.	
6.	
7.	
8.	
TOTAL	\$1605.00

SPACE/PROPERTY EXPENSES: RENT - TYPE/DESCRIPTION	TOTAL
1.	\$0.00
2.	
3.	
SPACE/PROPERTY EXPENSES: OWN - TYPE/DESCRIPTION	TOTAL
1.	\$0.00
2.	
3.	
TYPE/DESCRIPTION OF UTILITY EXPENSES	TOTAL
1.	\$0.00
2.	
3.	
TOTAL	\$0.00

Contract Number: #
Page 4 of 5, Attachment B-1 - Expenditure Based Budget

A MEMORIALIZING RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK, CALLING ON STATE AND FEDERAL ELECTED OFFICIALS TO ACT NOW TO ERADICATE THE USE OF FIREARMS IN MASS SHOOTINGS AND UNLAWFUL ACTS OF VIOLENCE

WHEREAS, too many children in U.S. schools, too many adults in places of worship and entertainment, and too many victims of crime have died from mass shootings and the unlawful use of firearms;

WHEREAS, the safety of the children in Kingston City schools and schools across the country is of great concern to us all;

WHEREAS, our friends, neighbors, and citizens across the nation should not have to worry for their safety while attending houses of worship;

WHEREAS, no American should fear death or injury by firearms while attending public entertainments;

WHEREAS, the number of mass shootings in schools has continued unabated and has tragically risen over the past decade;ⁱ

WHEREAS, mass shootings are but one aspect of the terrible toll of firearm violence in the United States;

WHEREAS, Americans use guns to commit on average 12,000 murders per year;ⁱⁱ

WHEREAS, 20,000 Americans on average annually commit suicide with a firearm;ⁱⁱⁱ

WHEREAS, states with higher rates of gun possession also experience higher rates of overall homicide;^{iv}

WHEREAS, the possession of a gun by the man in a domestic violence situation increases the risk of his killing the woman by 500 percent;^v

WHEREAS, the number of firearm-related deaths in the United States is vastly higher than in other countries (for example, 700 percent higher than in Canada and over 9000 percent higher than in Great Britain);^{vi}

WHEREAS, guns do not kill people, but people with guns kill people;

WHEREAS, determining in advance who might commit violence, particularly mass shootings, is extremely difficult if not impossible;^{vii}

WHEREAS, violence perpetrated with firearms has for too long been at epidemic proportions;^{viii}

WHEREAS, much firearm violence is the result of the availability of firearms rather than due to premeditated actions;^{ix}

WHEREAS, much firearm violence is the result of spontaneous responses to anger and fear (and not to mental illness);^x

WHEREAS, Firearm Ownership-Advocacy Groups (FOGs) have irresponsibly pushed to make the use of firearms an accepted response to anger and fear;^{xi}

WHEREAS, FOGs have recklessly advocated the use of firearms as a simplistic answer to an array of social problems;^{xii}

WHEREAS, the recent *Heller* decision by the Supreme Court gives Constitutional protection only to the ownership of certain types of firearms;^{xiii}

WHEREAS, the Supreme Court has recognized the authority and the duty of government to protect the lives of all Americans through the regulation of the ownership and use of firearms;^{xiv}

WHEREAS, other nations have instituted rigorous, fair, and effective regulations and procedures to significantly curtail the violent use of firearms;

WHEREAS, the sensible firearm protection laws of New York State have resulted in our state having one of the lowest rates of gun violence in the nation;^{xv}

WHEREAS, New York State's rate will always be too high so long as any firearm violence is committed;

WHEREAS, some New York State senators have voted against common-sense measures such as banning bump stocks, improving background checks, and funding research into the epidemiology of firearm violence;

WHEREAS, our representative in the US Congress has voted to water down New York State's highly effective concealed carry regulations;

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

SECTION-1: That we hereby call on our State and Federal elected officials, including Assemblyman Kevin Cahill, State Senator George Amedore, Governor Andrew Cuomo, U.S. Representative John Faso, and U.S. Senators Kirstin Gillibrand and Charles Schumer, as follows:

- expand current state and federal procedures for the safe registration, licensing, and possession of firearms;^{xvi}
- establish insurance protections that ensure that the owners of firearms used in both intentional and accidental firearm death and injury are financially responsible for such events;
- refuse campaign contributions from all FOGs and return any such contributions they have received in the past;
- develop legal procedures by duly appointed legal officials for the removal of firearms from individuals deemed to pose a threat to themselves, their domestic partners, or others;
- increase funding available for school and other programs that increase empathy and community involvement, such as that of Rachel's Challenge whose mission is to make "schools safer, more connected places where bullying and violence are replaced with kindness and respect";
- prevent our public schools from becoming armed camps rather than places of nurture, learning, and community building;
- ban the production, sale, and possession of all classes of weapons and related equipment that do not serve the specific uses of personal protection and sport shooting;
- repeal the Dickey amendment which prohibits the federal Centers for Disease Control and Prevention from studying the epidemic of firearm violence;

SECTION-2: That the Office of the City Clerk shall distribute this signed resolution to the State and Federal officials listed above.

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 April 3, 2018

ⁱ An easily accessible database of information about firearm violence in the United States is the Gun Violence Archives: <http://www.gunviolencearchive.org/>. On the rates of firearm violence in schools, see “After Sandy Hook We Said Never Again. And Then We Let 1,625 Mass Shootings Happen,” *Vox* 21 March 2018 at <https://www.vox.com/a/mass-shootings-sandy-hook>.

ⁱⁱ *CDC National Vital Statistics Reports*, Vol. 66, No. 6, November 27, 2017, Table 6, page 34. For CDC data, one can also consult the online source: <https://www.cdc.gov/nchs/fastats/suicide.htm>.

ⁱⁱⁱ *CDC National Vital Statistics Reports*, Vol. 66, No. 6, November 27, 2017, Table 6, page 33.

^{iv} Michael Siegel, Craig S. Ross, and Charles King, “The Relationship Between Gun Ownership and Firearm Homicide Rates in the United States, 1981–2010,” *American Journal of Public Health* 103.11 (2013): 2098–2105. Available online at <https://www.ncbi.nlm.nih.gov/pmc/articles/PMC3828709/>.

^v J.C. Campbell and others, “Risk Factors for Femicide in Abusive Relationships: Results from a Multisite Case Control Study,” *American Journal of Public Health* 93 (7) (2003): 1089–97.

^{vi} The specific numbers, from 2013 (the last year when comparable data are available), are 35.5 gun homicides per million people in the US, compared to only 4.9 per million in Canada, and 0.93 per million in the UK. Further comparisons can be made at the website of the Global Burden of Disease Study, Institute for Health Metrics and Evaluation, University of Washington, <https://vizhub.healthdata.org/gbd-compare/#>.

^{vii} Jonathan Metzl is one of the nation’s leading experts on the relations between firearms and mental illness. See his website <http://www.jonathanmetzl.com/tag/firearms/>.

^{viii} See *CDC National Vital Statistics Reports* [Vol. 66, No. 6, November 27, 2017, Table 5, page 31] which shows that rate of death due to firearm violence rivals the rates for deaths due to alcohol abuse and drug abuse and has done so for two decades.

^{ix} Wolfgang Stroebe, “Firearm Availability and Violent Death: The Need for a Culture Change in Attitudes toward Guns,” *Analyses of Social Issues and Public Policy* 16 (2016): 7–35; M. Miller, D. Azrael, and D. Hemenway, “Firearms and Violence Death in the United States,” in D.W. Webster and J.S. Vernick, editors, *Reducing Gun Violence in America* (Baltimore: Johns Hopkins University Press, 2013). This correlation between higher rates of firearm possession and higher rates of firearm violence also held true for violence against law enforcement officials, see D.I. Swedler, M.M. Simmons, F. Dominici, and D. Hemenway, “Firearm Prevalence and Homicides of Law Enforcement Officers in the United States,” *American Journal of Public Health* 105 (2015): 2042–48.

^x Vinnie Rotondaro, “Research Ties Gun Violence to America’s Anger Problem, Easy Access to Guns,” *National Catholic Reporter*, 19 October 2015, available online at <https://www.ncronline.org/news/politics/research-ties-gun-violence-americas-anger-problem-easy-access-guns>.

^{xi} D.K. Humphreys, A. Gasparri, D.J. Wiebe, “Evaluating the Impact of Florida’s ‘Stand Your Ground’ Self-defense Law on Homicide and Suicide by Firearm: An Interrupted Time Series Study,” *Journal of the American Medical Association, Intern Medicine* 177.1 (2017):44–50, available online at <https://jamanetwork.com/journals/jamainternalmedicine/fullarticle/2582988>.

^{xii} Numerous studies and articles demonstrate the flawed reasoning being such claims as “a good guy with a gun stops a bad guy with a gun.” For example, see Milenko Martinovich, “States with Right-To-Carry Concealed Handgun Laws Experience Increases in Violent Crime, According to Stanford Scholar,” *Stanford News*, 21 June 2017, available online at <https://news.stanford.edu/2017/06/21/violent-crime-increases-right-carry-states/>. And see the full report, John J. Donohue, Abhay Aneja, and Kyle D. Weber, “Right-to-Carry Laws and Violent Crime: A Comprehensive Assessment Using Panel Data, the LASSO, and a State-Level Synthetic Controls Analysis,” *National Bureau of Economic Research Working Paper* No. 23510 (June 2017; revised January 2018), available online at <http://www.nber.org/papers/w23510>.

^{xiii} *District of Columbia v. Heller*, 554 U.S. 570 (2008).

^{xiv} *District of Columbia v. Heller*, 554 U.S. 570 (2008).

^{xv} E.J. Kaufman, C.N. Morrison, C.C. Branas, and D.J. Wiebe, “State Firearm Laws and Interstate Firearm Deaths from Homicide and Suicide in the United States: A Cross-sectional Analysis of Data by County,” *Journal of the American Medical Association, Intern Medicine*, (5 March 2018) published online at <https://jamanetwork.com/journals/jamainternalmedicine/article-abstract/2673375?redirect=true>

^{xvi} For a recent, nonpartisan overview of the effects of gun policy in the United States, see “Gun Policy in the United States,” published by the RAND Corporation (2018) at <https://www.rand.org/research/gun-policy.html>.

THE CITY OF KINGSTON COMMON COUNCIL

LAWS & RULES COMMITTEE REPORT

DEPARTMENT _____	DATE _____
Description _____	
Resolution to adopt the memorializing resolution calling on State and Federal Elected Officials to Act Now to eradicate the use of Firearms in Mass Shooting and Unlawful Act of Violence. Documented citing statistical data will be included. Per attached	
Signature _____	

Motion by RSC

Seconded by OK

Action Required: _____

SEQRA Decision:

Type I Action _____

Type II Action _____

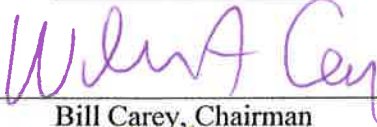
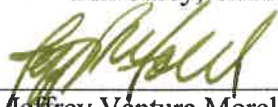
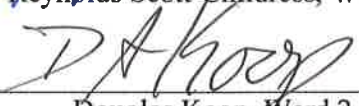
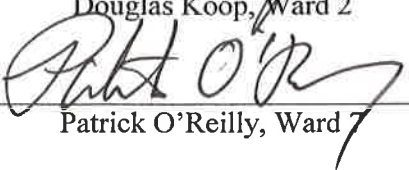
Unlisted Action _____

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		✓	

RESOLUTION #82 of 2018

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK, ADOPTING
THE ULSTER COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN

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

WHEREAS, the City of Kingston with the assistance of URS Corp, AECOM, has gathered information and prepared the Ulster County Multi-Jurisdictional Hazard Mitigation Plan; and

WHEREAS, the Ulster County Multi-Jurisdictional Hazard Mitigation Plan has been prepared in accordance with the Disaster Mitigation Act of 2000; and

WHEREAS, the City of Kingston is a local unit of government that has afforded the citizens an opportunity to comment and provide input in the Plan and the actions in the Plan; and

WHEREAS, the City of Kingston has reviewed the Plan and affirms that the Plan will be updated no less than every five years;

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 hereby adopts Ulster County Multi-Jurisdictional Hazard Mitigation Plan as this jurisdiction's Natural Hazard Mitigation Plan, and

SECTION 2: That the City of Kingston resolves to execute the actions as outlined in the Ulster County Multi-Jurisdictional Hazard Mitigation Plan.

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 April 3, 2018

THE CITY OF KINGSTON COMMON COUNCIL

LAWS & RULES COMMITTEE REPORT

DEPARTMENT _____	DATE _____
Description _____	
Resolution to adopt the Ulster County Multi-Jurisdictional Hazard Mitigation plan as per attached.	
Signature _____	

Motion by DK

Seconded by JM

Action Required: _____

SEQRA Decision:

Type I Action _____

Type II Action _____

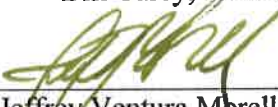
Unlisted Action _____

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 Mbrell, Ward 1	☒	☐
 Reynolds Scott-Childress, Ward 3	☒	☐
 Douglas Koop, Ward 2	☒	☐
 Patrick O'Reilly, Ward 7	☒	☐

AN ORDINANCE AMENDING AN ORDINANCE IN RELATION TO TRAFFIC ON THE PUBLIC STREETS
OF THE CITY OF KINGSTON, NEW YORK ADDING HANDICAP PARKING ON SOUTH CLINTON
AVENUE

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

WHEREAS, in the interest of safety and the needs of the residents, parking 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 7, SECTION 390-57, "HANDICAPPED PARKING" is hereby
Amended by ADDING the following:

Handicap Parking in front of 30 South Clinton Avenue

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 _____, 2018

Approved by the Mayor this ____

day of _____, 2018

CARLY WINNIE, CITY CLERK

STEVEN T. NOBLE, MAYOR

Adopted by Council on April 3, 2018

Handicap

PUBLIC SAFETY/GENERAL GOVERNMENT COMMITTEE REPORT

208

Winnie, Carly

From: STEVEN SCHABOT <SSCHABOT@hvc.rr.com>
Sent: Wednesday, March 21, 2018 12:36 PM
To: Worthington, Rita
Cc: Noble, James; 'James Noble'; Winnie, Carly
Subject: RE: Paperwork for Handicapped Parking sign

Hi Rita

I will need:

Name

Handicapped permit #

Expiration date of permit

Steve

Carly

Please place this on PS agenda, contingent upon President Noble's authorization

From: Worthington, Rita <ward4@kingston-ny.gov>
Sent: Wednesday, March 21, 2018 12:25 PM
To: Steve Schabot [sschabot@hvc.rr.com] <sschabot@hvc.rr.com>
Subject: Paperwork for Handicapped Parking sign

Hi Steve:

One of my disabled constituents called requesting a handicapped parking sign be placed in front of her residence at 30 S. Clinton Street. Please let me know the necessary paperwork needed in order to have this go before the Public Safety/General Government committee:

Thanks,

**RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK,
APPROVING THE FISCAL YEAR 2018 COMMUNITY DEVELOPMENT BLOCK GRANT
ANNUAL ACTION PLAN**

Sponsored by Community Development Committee: Aldermen Davis, Carey, Worthington, Shaut and Morell

WHEREAS, the United States Department of Housing and Urban Development Act of 1974, as amended, authorizes the availability of federal funds to eligible units of local government for the purposes of implementing Community Development Block Grant (CDBG) Entitlement Program activities, so as to give maximum feasible priority to activities that will provide benefits to low and moderate income persons or aid in the prevention and elimination of slums and blight; and

WHEREAS, the City of Kingston, as an Entitlement Community, is eligible to submit a Consolidated Housing and Community Development Plan to the United States Department of Housing and Urban Development (HUD) for final review and approval of the Fiscal Year (FY) 2018 Annual Action Plan in the estimated amount of six hundred seventy thousand dollars and zero cents (\$670,000.00); and

WHEREAS, the Common Council of the City of Kingston deems it necessary and in the public interest to request funds under HUD's CDBG Entitlement Program to continue ongoing community development activities.

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

Section 1. The Common Council adopts the Annual Action Plan for FY 2018 to address community needs through the use of CDBG Entitlement funds to be distributed according to the attached schedule. The City will receive CDBG funds more or less in the amount of six hundred seventy thousand dollars and zero cents (\$670,000.00), which said sums will be used to fund the programs and projects outlined in the Annual Action Plan.

Section 2. In the event that any substantial proposed re-programming of funds is required, Council's approval will be required as per the Consolidated Plan, substantial being defined for the Annual Action Plan as: a requested increase or decrease in the budgeted amount for an individual activity exceeding twenty-five percent (25%) of the original budgeted amount; when the City determines not to carry out a project or activity described in the approved Annual Action Plan; or when the City determines to carry out a project not previously described in the approved Annual Action Plan.

Section 3. In the event the City of Kingston receives more or less than the estimated six hundred seventy thousand dollars and zero cents (\$670,000.00) of CDBG Entitlement funding, as the managing department for these funds, the Office of Economic & Community Development shall increase or decrease allocations proportional to the percent difference of the Entitlement grant award.

Section 4. That the Mayor, as Chief Executive Officer, is hereby authorized and directed to act as the authorized representative of the City of Kingston in connection with the Annual Action Plan and funding request for FY 2018 and to provide such additional information as may be required.

Section 5. That HUD be and is hereby assured of full compliance by the City of Kingston with the certifications made part of the plan.

Section 6. That, upon approval of the plan, the Mayor be and hereby is authorized and empowered to execute any and all contracts and/or documents which will be required by HUD in order to access the City's Entitlement funds.

Section 7. 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

Adopted by Council on _____, 2018

THE CITY OF KINGSTON COMMON COUNCIL

COMMUNITY DEVELOPMENT COMMITTEE REPORT

DEPARTMENT Office of Economic & Community Development

DATE March 27, 2018

DESCRIPTION Approval of the Mayor's recommendations for the FY 2018 Community Development Block Grant (CDBG) Annual Action Plan, as attached.

Financial Impact 0

Signature Brenda Rolin

Motion by BILL CAREY

Seconded by JEFFREY MORELL

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>Tony Davis</u> Tony Davis, Chair	✓	
<u>Jeffrey Ventura Morell</u> Jeffrey Ventura Morell, Ward 1	✓	
<u>Rita Worthington</u> Rita Worthington, Ward 4	✓	
<u>Bill Carey</u> Bill Carey, Ward 5	✓	
<u>Andrea Shaut</u> Andrea Shaut, Ward 9	✓	

FY2018 CDBG Applications

<u>Applicant</u>	<u>Project</u>	<u>Type</u>	<u>Applicants' Requests</u>	<u>CD Advisory Board Recommendations</u>	<u>Mayor's Recommendations</u>	<u>CD Committee Recommendations</u>
Community Development	Program Administration	Administration	\$134,000	\$134,000	\$134,000	\$134,000
		ADMIN SUBTOTAL:	\$134,000	\$134,000	\$134,000	\$134,000
Community Development	Program Delivery	Dependent on activity	\$28,600	\$28,600	\$28,600	\$28,600
		DELIVERY SUBTOTAL:	\$28,600	\$28,600	\$28,600	\$28,600
Boys' and Girls' Club	Music Makers	Public Services	\$2,500	\$0	\$0	\$0
Boys' and Girls' Club	Teen Supreme	Public Services	\$7,500	\$7,500	\$6,000	\$7,500
Center for Creative Education	After School & Summer Arts & Technology Program	Public Services	\$15,000	\$8,700	\$7,000	\$7,000
City of Kingston	CPTED	Public Services	\$16,000	\$0	\$0	\$0
City of Kingston	Creating Opportunities for Youth	Public Services	\$50,000	\$30,000	\$25,000	\$23,500
Family of Woodstock/Kingston Cares	Youth Programming & Operations @ Hodge, Rondout; Summer Camps	Public Services	\$25,435	\$23,435	\$23,000	\$23,000
Family Services	One Circle: Boys and Girls Community Center Outreach Program	Public Services	\$6,770	\$0	\$0	\$0
Legal Services of the Hudson Valley	Eviction Prevention Program	Public Services	\$10,000	\$0	\$9,000	\$9,000
Legal Services of the Hudson Valley	Bag Holiday Hunger	Public Services	\$10,000	\$0	\$0	\$0
People's Place	Read and Write Program	Public Services	\$4,510	\$4,510	\$4,510	\$4,510
Read & Write	Black Stories Matter	Public Services	\$15,000	\$10,365	\$10,000	\$10,000
Starling Productions	English for Parents Program	Public Services	\$10,000	\$0	\$0	\$0
Ulster Literacy		Public Services	\$5,940	\$5,940	\$5,940	\$5,940
		PUB SERVICES SUBTOTAL:	\$178,655	\$90,450	\$90,450	\$90,450
Community Development	up to 8 rehabs, up to 2 FTHB, at least \$25,000 for emergency repairs	Housing Rehab, FTHB, Emergency Repairs	\$250,000	\$250,000	\$250,000	\$250,000
		HOUSING REHAB TOTAL:	\$250,000	\$250,000	\$250,000	\$250,000
Boys' and Girls' Club	Sprinkler System	Public Facilities	\$6,900	\$6,900	\$6,900	\$6,900
Childrens' Home of Kingston	Whitehurst room divider	Public Facilities	\$14,041	\$14,041	\$14,041	\$14,041
City of Kingston - Parks and Rec	Barmann Park	Public Facilities	\$50,000	\$30,000	\$30,000	\$30,000
City of Kingston - Parks and Rec	Rondout Center Improvements	Public Facilities	\$90,000	\$30,000	\$30,000	\$30,000
Hudson River Maritime Museum	Roof Replacement	Public Facilities	\$22,275	\$19,189	\$19,189	\$19,189
People's Place	Community Hub	Public Facilities	\$17,390	\$7,630	\$7,630	\$7,630
People's Place	Floor Replacement	Public Facilities	\$8,790	\$8,790	\$8,790	\$8,790
TransArt	Windows	Public Facilities	\$35,400	\$35,400	\$35,400	\$35,400
YMCA	Bikeport	Public Facilities	\$21,060	\$15,000	\$15,000	\$15,000
		PUB FACILITIES SUBTOTAL:	\$265,856	\$166,950	\$166,950	\$166,950
		TOTAL REQUESTED:	\$857,111	\$670,000	\$670,000	\$670,000

LOCAL LAW 3 OF 2018 OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK,
REPEALING CHAPTER 160, BICYCLES, OF THE CODE OF THE CITY

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

WHEREAS, Chapter 160 - Bicycles, focuses on bicycle ownership and mandates bicycle registration; and

WHEREAS, the City of Kingston wishes to repeal Chapter 160, as it is currently not followed or enforced

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

Section 1: That Chapter 160, Bicycles, shall be repealed in its entirety.

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 Mayor

DATE March 21, 2018

Description Local Law Repealing Chapter 160 – Bicycles – of the Code of the City of Kingston in its entirety

Signature _____

Motion by RSC

Seconded by OK

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>Under 7 City</u> Bill Carey, Chairman	✓	
<u>Reynolds Scott-Childress</u> Reynolds Scott-Childress, Ward 3	✓	
<u>Jeffrey Morell</u> Jeffrey Morell, Ward 1	✓	
<u>D. Koop</u> Douglas Koop, Ward 2	✓	
<u>Patrick O'Reilly</u> Patrick O'Reilly, Ward 7	✓	

CITY OF KINGSTON

Office of the Mayor

mayor@kingston-ny.gov

Steven T. Noble
Mayor



March 2, 2018

Honorable James Noble, President
City of Kingston Common Council
420 Broadway
Kingston, N.Y. 12401

Dear President Noble,

After speaking with numerous community organizations and bike enthusiasts it has come to my attention that we have an outdated piece of code, titled Chapter 160: Bicycles. This code focuses on bicycle ownership and mandates bicycle registration. This code is not followed nor enforced here in the City and I believe it is time to remove this chapter of the code. It was introduced as Local Law Number 3 of 1984. I would ask that this matter please be forwarded to the appropriate committee for discussion.

Thank you for your consideration.

Respectfully Submitted,

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

Steve Noble
Mayor

LOCAL LAW 2 OF 2018 OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK,
REPEALING CHAPTER 390, VEHICLES AND TRAFFIC, OF THE CODE OF THE CITY

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

WHEREAS, Chapter 390, Vehicles and Traffic has previously been adopted and amended by Local Law; and

WHEREAS, the City of Kingston wishes to amend Chapter 390 to allow it to be amended by Ordinance

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

Section 1: That Chapter 390, entitled Vehicles and Traffic, shall be repealed in its entirety.

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 March 6, 2018

Chapter 390. Vehicles and Traffic

Part 2. Traffic Regulations

Article XI. Immobilization, Removal and Storage of Vehicles

[Amended 8-1-2006 by L.L. No. 4-2006, approved 8-18-2006]

§ 390-79. Authority to impound vehicles.

When any vehicle is parked or abandoned on any street, highway or parking area within this City during a snowstorm, flood, fire or other public emergency which affects that portion of the public street, highway or parking area upon which said vehicle is parked or abandoned, or when any vehicle is found unattended on any street, highway or parking lot within the City where said vehicle constitutes an obstruction to traffic or when any vehicle is parked or abandoned on any street, highway or parking lot within this City where stopping, standing or parking is prohibited, said vehicle may be removed by or under the direction of the Police Department of the City of Kingston.

§ 390-79.1. Legislative findings; purpose.

- A. The Common Council of the City of Kingston finds that significant numbers of vehicle owners fail to respond to parking summonses issued for violations of parking orders, rules, regulations, ordinances and local laws; that a significant number of such owners are persistent violators; and that by reason of out-of-state registration of such vehicles, transfer of ownership and reregistration of such vehicles and other devices, violators frequently are able to evade existing enforcement measures.
- B. By reason of the foregoing, the Common Council of the City of Kingston finds that the health, welfare and safety will be served by adoption of a local law providing additional means of enforcing parking orders, rules, regulations, ordinances, and local laws in the case of vehicle owners who fail to timely respond to summonses issued for parking violations.
- C. The Common Council of the City of Kingston does hereby ordain and enact this article to accomplish the aforesaid purposes.

§ 390-80. Immobilization and impounding of vehicles authorized.

- A. The Chief of Police, Comptroller or designee hereby is authorized to provide for the immobilization of vehicles against which three or more parking summonses have been issued if

(with no gap in time where the defendant is left on the line like you will sometimes experience with telemarketers).

Once we have defendants on the phone, we give them what we call a “mini-Miranda”, where we let them know that we are collection agents working on behalf of the client, in an attempt to collect a debt. Our first approach is to attempt to collect the debt in full, encouraging them to use whatever means available to resolve the debt, while maintaining a customer-service style attitude. **We are never rude or aggressive, and treat defendants with dignity.** When paying in full is not an option, we offer to set up a payment plan with them, and let them know that they have a variety of options to ultimately resolve their debt.

Our first priority is to collect balances in full when possible. However, we can also set up payment plans with the debtor to help accommodate their financial needs. We encourage the debtors to pay as much as they can on a monthly basis in order to resolve the debt quickly (which will often mean the reinstatement of their driver’s license or release of a registration block with our given client base). We send out payment reminder letters 17 days before a payment is due to encourage debtors not to break their promises to pay.

Follow-up on Accounts

Once CRS has exhausted its initial collection efforts, we have a few more measures to make sure we are recovering the most out of each account. One such measure is our Tax Season Campaign:

Any accounts that are not paid within the time frame of the initial letter cycle will be eligible for a Tax Season Campaign letter for five years (meaning up to five additional collection notices each year). Between late December and late February we will re-skip trace these accounts and send them a letter encouraging them to “use any government refund they may receive to pay off their government obligations”. This campaign is very effective and has improved the recovery rate of all of our clients.

On top of the tax season campaign, we continue our efforts to collect the accounts using our automated dialer technology. Our two automated dialers allow us to make thousands of calls every day at a fraction of the cost of a normal phone call, meaning we can continue our attempts to contact debtors for years. With our services, there is no limit to the number of phone calls we make on an account, and we frequently re-skip trace accounts for better phone numbers if we have no luck with a given phone number over a long period.

two or more of such summonses have not been answered within 45 days of the appearance date or dates shown on such summonses.

- B. Such vehicles may be immobilized and left where found, secured by the use of a steel lock or such other immobilization device as may be designated by the Chief of Police, Comptroller or designee.
- C. Such immobilization shall be at the expense of the owner of the vehicle.
- D. Any vehicle that has been immobilized and not lawfully released or lawfully removed by the owner of the vehicle for 72 hours from the time of such initial immobilization may be impounded by the Chief of Police, which removal, boot release fee and storage shall be at the expense of the owner of the vehicle.
- E. Storage and charges for storage and removal of vehicles for other than parking summonses shall be as provided in § 390-64.

§ 390-81. Notice and warning to owner.

- A. When an immobilization device is used, the Police Department, or its agents, or Parking Violations Bureau employees shall attach to the vehicle, in such form as may be directed by the Chief of Police, Comptroller or designee, a notice containing the following information:
 - (1) The location and identifying characteristics of the vehicle.
 - (2) The date and time of placement of the device and the signature of the installer.
 - (3) Notice that further parking restrictions will be waived during the immobilization period for a period of five days from the date of immobilization.
 - (4) Notice that any person tampering with the device or the vehicle will be subject to criminal prosecution and liable for any loss to the City.
 - (5) The steps which the owner must take to obtain the release of the vehicle.
 - (6) Such other information, statements, notices and warnings as the Chief of Police, Comptroller or designee may from time to time determine to be appropriate.
- B. Notice of removal of a vehicle and recovery of the vehicle by the owner for other than parking summonses shall be as provided in § 390-64.

§ 390-81.1. Tampering or attempted removal; penalties for offenses.

- A. No person shall attempt to or tamper with, deface, remove or destroy an immobilization device or move a vehicle immobilized as herein provided.
- B. A violation of this section shall be punishable by a fine not exceeding \$250 or by imprisonment for up to 10 days, or both.

§ 390-81.2. Vehicle release to owner.

- A. Any vehicle immobilized as herein provided shall be promptly released to its owner upon:

- (1) Payment of the expenses of immobilization which hereby are found to be \$40; and either
 - (2) An order of the City Court authorizing such release; or
 - (3) The owner furnishing security for appearance in City Court to answer parking summonses outstanding against such vehicle and the expense of immobilization.
- B. The amount of such security shall not exceed the total of the maximum fines permitted upon conviction of the offenses charged in outstanding summonses against the vehicle or the vehicle owner's failure to timely answer, plus the expense of immobilization.
- C. Any police officer on desk duty at the Kingston Police Station or Parking Enforcement Officer, or Parking Violation Bureau Employee(s) of the Comptroller's Office of the City of Kingston shall be authorized to establish a date for the vehicle owner's appearance in Kingston City Court to answer outstanding parking summonses, to determine the amount of security required and to accept same together with the expense of immobilization. In determining the amount of such security, consideration shall be given to the likelihood of the vehicle owner appearing in Kingston City Court to answer outstanding summonses and the number of outstanding summonses involved. Security payments shall be promptly transmitted to the Kingston City Court.
- D. While a vehicle is immobilized as herein provided, any parking restrictions of which such vehicle may be in violation, except as provided herein, shall be suspended as they apply to such vehicle for a period of three days from the initial date of immobilization.

