



City of Kingston Kingston Common Council
Meeting Agenda
Wednesday, September 12, 2018

- A CALL TO ORDER**
- B PLEDGE OF ALLEGIANCE TO THE FLAG**
- C MOMENT OF SILENCE**
- D 9/11 TRIBUTE - AMERICA THE BEAUTIFUL AS PERFORMED BY ANDREA SHAUT AND HER FATHER**
- E ROLL CALL**
- F DISPENSE WITH THE READING OF THE MINUTES OF THE PREVIOUS MEETING AND APPROVE SAME AS PREPARED AND FILED BY THE CITY CLERK.**
- G DISPENSE WITH THE READING OF THE GENERAL BILLS**
- H PUBLIC SPEAKING - *A Maximum of 30 Minutes is Allotted for this Purpose***
- I CLAIMS - #18-40 - personal injury**
- J COMMUNICATIONS**
 - J.1. R. Swenson, Engineer Re: Greenkill Avenue Sewer Replacement
[Noble_Authorization_083118.pdf](#)
[Project Location Map.pdf](#)
[Typical Greenkill Cross-Section.pdf](#)
[Budget_Extended Scope.pdf](#)
[Budget_Original Scope.pdf](#)
 - J.2. S. Cahill, Planning Re: Budget Modification Request
[Budget Modification for Consultant.pdf](#)
 - J.3. Chief Tinti, KPD Re: Budget Transfer Requests
[kpd retirement bud transfer 8.9.18 .pdf](#)
[kpd bud transfer 8.7.18.pdf](#)
[kpd budget trans request 8.28.18.pdf](#)
 - J.4. Chief Brown Re: Renewal of Intergovernmental Agreement for Fire Suppression Foam Equipment
[Intergovernmental MOA for Fire Suppression Foam Equipment.pdf](#)
[KFD Request to Renew Agreement - Foam Trailer.pdf](#)
 - J.5. J. Hansen, Water Department Superintendent Re: Request to designate Jansen Avenue as Employee Parking Only
[20180907150939.pdf](#)
 - J.6. A. Farr, Director, Arts & Culture Re: Budget Transfer Request

[20180907151457.pdf](#)

- J.7. J. Tuey, Comptroller Re: Non Aligned Compensation
[Non Aligned.pdf](#)
[2017 NYCOM City Salary Survey without police and fire.pdf](#)
- J.8. J. Tuey, Comptroller Re: CSEA Memorandum of Agreement
[Council Correspondence CSEA.pdf](#)
[MOA 8.23.18.pdf](#)
[CSEA 2012-2016.pdf](#)
- J.9. Alderman Scott-Childress Re: Municipal ID Program in the City of Kingston
[20180910090208.pdf](#)
[Municipal ID Law Draft 2018-09-07 \(002\).docx](#)
- J.10. Alderman Scott-Childress Re: New York Health Act Memorializing Resolution
[2018-09-07 New York Health Act Resolution.docx](#)
[20180910090232.pdf](#)
- J.11. Alderman Worthington Re: Handicap Parking Request 83 Cedar Street
[handicap parking Cedar St.pdf](#)
- J.12. Mayor Noble Re: Peaceful Guardians Project
[20180911090644.pdf](#)
- J.13. Mayor Noble Re: Alternate Side Parking
[20180911090709.pdf](#)
- J.14. Mayor Noble Re: Kingston City Land Bank
[20180911091708.pdf](#)
- J.15. Amy Keller, Jane's Ice Cream Re: Loading Zones on Wall Street
[Wall St Loading Zone Request.pdf](#)
- J.16. Alderman Schabot Re: Naming of Hutton Park Pavilion
[20180907134930.pdf](#)
[hutton park naming.pdf](#)

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

L REPORT OF THE COMMITTEES

- L.1. September 2018 Proposed Legislation
[20180911151944.pdf](#)

M LOCAL LAWS

- M.1. First Reading - Proposed Local Law Amending Chapter 172 - Building Construction, Section 5 - Building Permits, of the Code of the City of Kingston
[20180911152250.pdf](#)
- M.2. First Reading - Proposed Local Law Amending Chapter 353, Section 13 - Stormwater Management and Erosion and Sediment Control, Enforcement; Penalties for Offenses of the Code of the City of Kingston
[20180911152326.pdf](#)

- M.3. First Reading - Proposed Local Law Amending Chapter 211 - Building Construction, Section 1 - Fences or Covers Required, of the Code of the City of Kingston
[20180911152413.pdf](#)
- M.4. Second Reading and Vote on Proposed Local Law 5 of 2018 Amending Chapter 208 – ELECTRICAL REGULATIONS
[20180807151524.pdf](#)

N ADJOURNMENT

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

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



Steven T. Noble, Mayor

August 31, 2018

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

RE: Greenkill Avenue Sanitary Sewer Replacement

Dear President Noble:

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

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

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

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

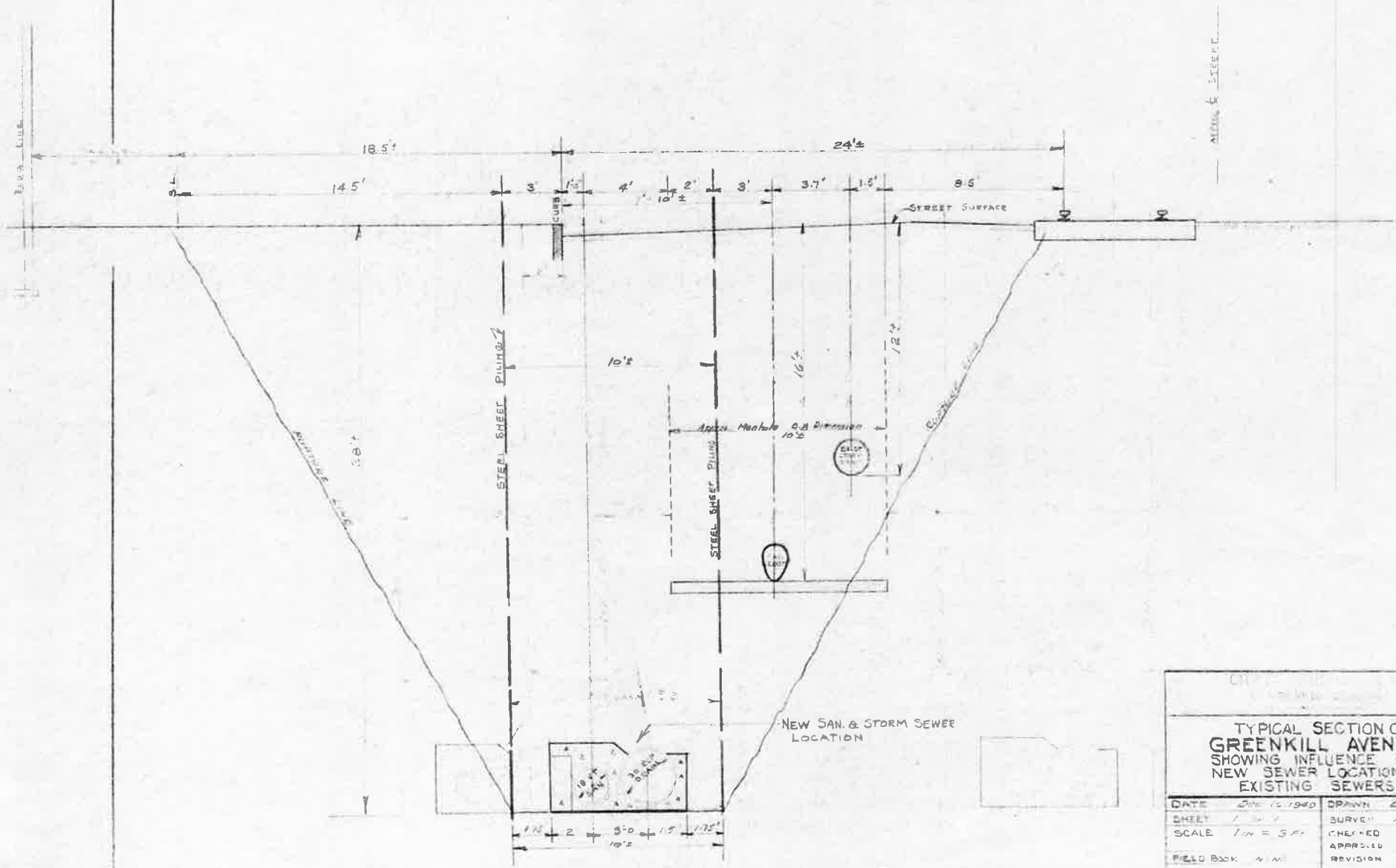
Please forward to the appropriate Common Council Committee for further discussion and recommendation.

Respectfully Submitted,

Ralph Swenson
City Engineer

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





TYPICAL SECTION OF GREENKILL AVENUE SHOWING INFLUENCE OF NEW SEWER LOCATION ON EXISTING SEWERS			
DATE	JUNE 15, 1940	DRAWN	E. F. (12-14-40)
SHEET	1 OF 1	SURVEY	NO. 1
SCALE	1" = 3'	CHECKED	
FIELD BOOK	N. N.	APPROVED	
MAP NO.		REVISION	
FILE NO.			

City of Kingston, NY

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



DRAFT

Preliminary Construction Budget Estimate

Remove, Replace, and Separate Sanitary and Storm Sewers

CPL Project No. 13924.02

Date: August 31, 2018

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

City of Kingston, NY

Greenkill Avenue Sewer Separation



DRAFT

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

CPL Project No. 13924.02

Date: August 23, 2018

Item No.	Item Description	Quantity	Unit	Unit Prices (including O&P)				Line Item Total
				Material	Labor	Equipment	Total	
1	Mobilization/Demobilization	1	LS	\$0.00	\$7,500.00	\$7,500.00	\$15,000.00	\$15,000.00
2	Maintenance and Protection of Traffic	1	LS	\$2,000.00	\$22,000.00	\$2,000.00	\$26,000.00	\$26,000.00
3	Sawcutting Pavement	250	LF	\$0.50	\$2.25	\$1.00	\$3.75	\$937.50
4	Demolish and Remove Asphalt Pavement	1100	SY	\$0.00	\$8.00	\$3.50	\$11.50	\$12,650.00
5	Demolish and Remove Concrete Curbs	520	LF	\$0.00	\$5.50	\$1.25	\$6.75	\$3,510.00
6	Hauling and Disposal - Pavement and Curb	350	CY	\$0.00	\$9.00	\$4.00	\$13.00	\$4,550.00
7	Remove Existing Manholes	2	EA	\$0.00	\$1,000.00	\$50.00	\$1,050.00	\$2,100.00
8	Bypass Pumping - 4" Pump - 8 hours per day	30	DAY	\$0.00	\$1,200.00	\$300.00	\$1,500.00	\$45,000.00
9	Sanitary Sewer Trench Excavation	2500	CY	\$0.00	\$4.50	\$3.00	\$7.50	\$18,750.00
10	Sanitary Sewer Manholes - 16' Deep Precast	2	EA	\$8,300.00	\$3,100.00	\$600.00	\$12,000.00	\$24,000.00
11	Sanitary Sewer Main - 15" Diameter SDR-35	300	LF	\$14.00	\$12.00	\$1.00	\$27.00	\$8,100.00
12	Sanitary Sewer Main - Miscellaneous Tie-ins	1	LS	\$5,000.00	\$5,000.00	\$5,000.00	\$15,000.00	\$15,000.00
13	Sanitary Sewer Tees for Laterals	12	EA	\$500.00	\$325.00	\$0.00	\$825.00	\$9,900.00
14	Sanitary Laterals Trench Excavation	500	CY	\$0.00	\$6.00	\$4.00	\$10.00	\$5,000.00
15	Sanitary Laterals - 6" SDR-35	240	LF	\$3.00	\$6.00	\$0.00	\$9.00	\$2,160.00
16	Storm Sewer Manholes - 12' Deep Precast	2	EA	\$6,500.00	\$2,500.00	\$500.00	\$9,500.00	\$19,000.00
17	Storm Sewer Pipe - 24" Diameter HDPE	300	LF	\$18.00	\$11.50	\$1.00	\$30.50	\$9,150.00
18	Storm Sewer - Miscellaneous Tie-ins	1	LS	\$5,000.00	\$5,000.00	\$5,000.00	\$15,000.00	\$15,000.00
19	Pipe Bedding - 3/4" Crushed Stone	450	CY	\$50.00	\$16.00	\$3.50	\$69.50	\$31,275.00
20	Pipe Bedding - Hauling	450	CY	\$0.00	\$4.00	\$4.00	\$8.00	\$3,600.00
21	Pipe Bedding - Compaction	450	CY	\$0.00	\$3.00	\$0.25	\$3.25	\$1,462.50
22	Excess Material - Hauling	450	CY	\$0.00	\$4.00	\$4.00	\$8.00	\$3,600.00
23	Trench Backfill Above Bedding - Excavated Material	2600	CY	\$0.00	\$3.00	\$3.00	\$9.50	\$24,700.00
24	Trench Backfill Above Bedding - Compaction	2600	CY	\$0.00	\$0.75	\$1.25	\$10.50	\$27,300.00
25	Pavement Subbase - 12" Thick	400	CY	\$32.00	\$5.50	\$4.50	\$42.00	\$16,800.00
26	Pavement Subbase - Compaction	400	CY	\$0.00	\$3.00	\$0.25	\$3.25	\$1,300.00
27	Pavement Subbase - Hauling	400	CY	\$0.00	\$4.00	\$4.00	\$8.00	\$3,200.00
28	Concrete Curb - 6" x 18"	520	LF	\$10.00	\$9.50	\$1.00	\$20.50	\$10,660.00
29	Asphalt Pavement - Binder Course - 3.5" Thick	1100	SY	\$15.00	\$2.00	\$1.00	\$18.00	\$19,800.00
30	Asphalt Pavement - Top Course - 1.5" Thick	1100	SY	\$7.00	\$1.50	\$0.50	\$9.00	\$9,900.00
31	Asphalt Pavement - Hauling	160	CY	\$0.00	\$4.00	\$4.00	\$8.00	\$1,280.00
32	Asphalt Pavement - Joint Sealing	250	LF	\$3.00	\$1.50	\$0.50	\$5.00	\$1,250.00
33	Topsoil	250	SY	\$9.00	\$2.50	\$0.50	\$12.00	\$3,000.00
34	Seeding	2.5	MSF	\$50.00	\$150.00	\$0.50	\$200.50	\$501.25
Subtotal								\$395,436.25
20% Design Contingency								\$79,087.25
Total								\$474,523.50

CITY OF KINGSTON
420 BROADWAY
KINGSTON, NEW YORK 12401



August 15, 2018

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

Re: FY 2018 Budget Modification - Planning

Dear Pres. Noble:

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

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

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

Sincerely,

Suzanne Cahill
Planning Director

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

CITY OF KINGSTON

Police Department

police@kingston-ny.gov

Egidio F. Tinti, Chief of Police



Steven T. Noble, Mayor

August 9, 2018

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

Dear Mr. Noble,

I am respectfully requesting that you refer this internal budget transfer from the Regular Pay to the Retirement Accumulation accounts to the appropriate committee for their review. This transfer to cover the retirement accumulation pay-outs for Officer Kyle Jennings, Detective Michael Benjamin, Police Clerk Diane Shufeldt, and Officer Steve Fellows. As you can see, there is no financial impact or obligation to the City of Kingston regarding this request.

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

Sincerely,

Egidio F. Tinti
Chief of Police
City of Kingston Police Department

EFT/mab

Enclosure

cc: Honorable Steven T. Noble
Mayor, City of Kingston

John Tuey
City Comptroller

THE CITY OF KINGSTON COMMON COUNCIL

FINANCE AND AUDIT
COMMITTEE REPORT

REQUEST DESCRIPTION

INTERNAL TRANSFER _____
AUTHORIZATION _____
CLAIMS _____

CONTINGENCY TRANSFER _____
BUDGET MODIFICATION X
ZONING _____

TRANSFER _____
BONDING REQUEST _____
OTHER _____

DEPARTMENT: Police Department

DATE: August 9, 2018

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

Estimated Financial Impact: \$ 0.00

Signature 

Motion by _____

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		

2018 Budget Modification

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

CITY OF KINGSTON

Police Department

police@kingston-ny.gov

Egidio F. Tinti, Chief of Police



Steven T. Noble, Mayor

August 7, 2018

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

Dear Mr. Noble,

I am respectfully requesting that you refer this internal budget transfer for the US Department of Homeland Security - Tactical Team Grant to the appropriate committee for their review. As you can see, there is no financial impact or obligation to the City of Kingston regarding this request.

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

Sincerely,

Egidio F. Tinti
Chief of Police
City of Kingston Police Department

EFT/mab

Enclosure

cc: Honorable Steven. T. Noble
Mayor, City of Kingston

John Tuey
City Comptroller

THE CITY OF KINGSTON COMMON COUNCIL

FINANCE AND AUDIT
COMMITTEE REPORT

REQUEST DESCRIPTION

INTERNAL TRANSFER _____
AUTHORIZATION _____
CLAIMS _____

CONTINGENCY TRANSFER _____
BUDGET MODIFICATION X
ZONING _____

TRANSFER _____
BONDING REQUEST _____
OTHER _____

DEPARTMENT: Police Department

DATE: August 7, 2018

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

Estimated Financial Impact: \$ 0.00

Signature  9/12/18

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		

2018 Budget Modification

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

CITY OF KINGSTON

Police Department

police@kingston-ny.gov

Egidio F. Tinti, Chief of Police



Steven T. Noble, Mayor

August 28, 2018

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

Dear Mr. Noble,

I am respectfully requesting that you refer these internal budget transfers from our Insurance Recovery and Training Revenue Accounts to our Major Equipment and Vehicle Maintenance Accounts to the appropriate committee for their review. As you can see, there is no financial impact or obligation to the City of Kingston regarding this request.

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

Sincerely,

Egidio F. Tinti
Chief of Police
City of Kingston Police Department

EFT/mab
Enclosure

cc: Honorable Steven. T. Noble
Mayor, City of Kingston

John Tuey
City Comptroller

THE CITY OF KINGSTON COMMON COUNCIL

FINANCE AND AUDIT
COMMITTEE REPORT

REQUEST DESCRIPTION

INTERNAL TRANSFER _____
AUTHORIZATION _____
CLAIMS _____

CONTINGENCY TRANSFER _____
BUDGET MODIFICATION X
ZONING _____

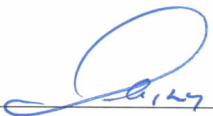
TRANSFER _____
BONDING REQUEST _____
OTHER _____

DEPARTMENT: Police Department

DATE: August 28, 2018

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

Estimated Financial Impact: \$ 0.00

Signature 

Motion by _____

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		

2018 Budget Modification

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



Homeland Security and Emergency Services

Fire Prevention and Control

ANDREW M. CUOMO
Governor

ROGER L. PARRINO, SR.
Commissioner

FRANCIS J. NERNEY, JR.
State Fire Administrator

VIA Hand Delivery

FILE COPY

Dear Foam Task Force Member:

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

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

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

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

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

Thank you.

Benjamin A. Wheeler



Agreement No. DHS01-X200051-1160200

**INTERGOVERNMENTAL
MEMORANDUM OF AGREEMENT**

By and Between

NYS DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES

Office of Fire Prevention and Control

and

CITY OF KINGSTON FIRE DEPARTMENT

for

TEMPORARY LOAN OF FIRE SUPPRESSION FOAM EQUIPMENT

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

WITNESSETH:

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

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

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

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

WHEREAS, the Participating Agency acknowledges receipt of said Equipment;

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



1. PURPOSE

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

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

2. APPENDIX A

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

3. DESCRIPTION OF EQUIPMENT

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

4. TERM AND TERMINATION OF AGREEMENT

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



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

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

5. TERMS OF USE

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

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



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



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



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

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

6. LOAN OF RESOURCES

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



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

7. COMPENSATION

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

8. PARTICIPATING AGENCY POINT OF CONTACT

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

9. DHSES POINT OF CONTACT

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

10. CONDITION AND MAINTENANCE OF EQUIPMENT

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



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

11. EQUIPMENT SECURITY

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

12. NO THIRD-PARTY TRANSFERS

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

13. RETURN OF EQUIPMENT

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

14. LIABILITY AND INSURANCE

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

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

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

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



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

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

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

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

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

15. **INTERPRETATION**

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

16. **NOTICES**

Any and all notifications, consents and other communications to DHSES regarding the implementation, production, or operational production or operational processes or procedures of this Contract shall be in writing. All notices permitted or required hereunder shall be in writing and shall be transmitted either:

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

17. **AMENDMENTS**

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

18. **SEVERABILITY**

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



19. **ENTIRE AGREEMENT**

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

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

State Agency Certification

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

ON BEHALF OF PARTICIPATING AGENCY:

Signed, _____

Name: _____

Title: _____

ON BEHALF OF DHSES:

Signed, _____

Name: _____

Title: _____

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

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

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

(Signature and office of the person taking acknowledgement)

APPROVED:

For the Attorney General

For the State Comptroller

By: _____

By: _____

Date: _____

Date: _____



APPENDIX A

Standard Clauses for All New York State Contracts

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

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

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

3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. **WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, Equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform



the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

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

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

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

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and



(iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

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

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

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, Equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

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

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

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



Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

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

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

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

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

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

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

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

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



20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

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

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

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

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

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

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

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

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

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

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

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



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

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

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

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

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

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

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

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

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APPENDIX B

Equipment Inventory and Participating Agency Point of Contact

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

Participating Agency Point of Contact

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

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

Mark Brown, Fire Chief



Steven T. Noble, Mayor

September 4, 2018

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

Dear Alderman at Large Noble:

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

Sincerely,


Mark Brown
Fire Chief

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

AS.

Commissioners

Dennis Croswell
President
Robert Nieldski
Secretary
Joanne Seche
Margaret Gruner
Harold Bonavita-Goldman



Steve Noble
Mayor

Judith A. Hansen
Superintendent

Kingston Water Department

PO Box 1537
Kingston, N.Y. 12402

September 7, 2018

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

Re: Request to designate Jansen Ave. from East O'Reilly St. to City Hall as employee parking only

Dear President. Noble;

For many years, the employees of the Fire Department and the Water Department have used Jansen Avenue, from the intersection of East O'Reilly St. to just before City Hall for parking during work hours. However, in recent months, our employees have been competing for those spaces with a small group of hospital employees who seem to prefer to park along that stretch of Jansen rather than utilize the off-site parking that is provided for them. This forces the employees of both the KFD and KWD to seek alternate parking, often forcing them onto side streets where they compete with residents or into visitor slots for City Hall or the Water Department. I have spoken to both Chief Brown and Mayor Noble about this matter and we are all in agreement that the most efficient solution would be to ask that the Council designate that portion of Jansen Avenue as parking for City of Kingston Employees. Therefore, I respectfully request your consideration of this proposal. I am available to meet with you or members of the Council to answer questions or provide additional documentation.

Sincerely,

Judith A. Hansen
Superintendent

Cc: Hon. Steve Noble, Mayor
Chief Mark Brown, KFD

CITY OF KINGSTON
Department of Art & Cultural Affairs

Steven T. Noble, Mayor



Adrielle Farr, Director

September 4th, 2018

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

Re: Art & Cultural Affairs Budget Transfer

Dear President Noble,

The Department of Art & Cultural Affairs respectfully requests an internal budget transfer to accommodate the travel expenses for attendance at the Springboard for the Arts Community Development Training. The Springboard Community Development Training provided attendees with strategies and techniques for active community engagement through the arts. The Director's ability to attend was made possible by a full scholarship from Springboard for the Arts, and a generous travel grant from the Community Foundation. After speaking with Mayor Noble, I am seeking permission to transfer \$700 from the A1-7010-22-42705 Grants line, to A1-7010-14-5462, the Dues and Seminars line. Additionally, \$300 from the A1-7010-14-5463 Postage and Freight line would be transferred to the A1-7010-14-5461 Travel Reimbursement Line.

The Grants line in the Art & Cultural Affairs budget holds the financial contributions from grants to the Department and its employees. Once the services or purchases stipulated in a grant have been rendered, it is helpful to have the funds transferred to the appropriate budget line, in this case, Dues and Seminars. The Postage and Freight line of the Art & Cultural Affairs budget was established to aid the Department with costs related to shipping. The Department has not encountered, and does not foresee many costs related to Postage and Freight, and would therefore like to utilize these funds to reimburse the additional travel expenses not covered by the Community Foundation travel grant.

Please direct my communication to the appropriate Common Council Committee for further discussion.

Respectfully Submitted,

Adrielle Farr
Director of Art & Cultural Affairs

2018 Budgetary Transfer

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

City of Kingston

New York 12402

Office of The Comptroller



CPO Box 1627
City Hall, 420 Broadway

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

September 6, 2018

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

Dear Alderman at Large Noble,

As you are aware, there are non-uniformed City employees (generally management) who are not included in a collective bargaining unit (non-aligned). Historically, when successor agreements with the CSEA (Civil Service Employees Association, Inc.) union have been reached, the Common Council has also passed resolutions to provide for wage increases to these non-aligned employees.

In light of the City reaching an agreement with the CSEA union that covers the time period of January 1, 2017 through December 31, 2020, I ask that the Common Council consider taking the following actions, which I've had the opportunity to review/discuss with the Mayor, at their next regularly scheduled Finance Committee meeting.

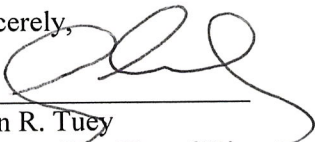
1. Approve wage increases, including retroactive payments, to the following non-aligned (not a member of a collective bargaining unit) employees on the City payroll as of 9/3/18 as follows: 1/1/17 2.25%, 1/1/18 2.25%, 1/1/19 2.25%, 1/1/20 2.25%.

Secretary to Mayor
City Assessor
City Clerk
Corporation Counsel
Assistant Corporation Counsel
Confidential Secretary to Corporation Counsel
Executive Secretary (Civil Service Commission)
City Engineer
Planner
Human Relations Director
Recreation Director
Superintendent of Public Works
Deputy Superintendent of Public Works
Director of IT

Dietz Manager
Dietz Secretary
Dir. Of Communication and Community Engagement
Exec. Dir. KLDC
Executive Director, Economic Development
Director of Building Safety and Zoning
Director of Cultural Affairs
Director of Health and Wellness

2. Approve wage increases to non-elected, non-aligned (not a member of a collective bargaining unit) employees with a City employment start date between 9/4/18 and 12/31/18 as follows: 1/1/19 2.25%, 1/1/20 2.25%. Police and Fire department employees are excluded.
3. Approve wage increases to non-elected, non-aligned (not a member of a collective bargaining unit) employees with a City employment start date between 1/1/19 and 12/31/19 as follows: 1/1/20 2.25%. Police and Fire department employees are excluded.
4. As competitive salaries help recruit and retain talent in all positions, elected official compensation should be reviewed periodically. As the salaries of the City's elected officials (Mayor and Common Council) have not been adjusted in over a decade, it may be prudent to perform such a review. I've attached a copy of a 2017 NYCOM survey that lists salaries for multiple positions, including elected officials, to assist you in this process.

Sincerely,



John R. Tuey
Comptroller, City of Kingston

cc: Mayor Steven T. Noble



2017 City Salary Survey

			Mayor			Chief of Staff			Council President				Councilors			
Municipality	County	Pop.	Annual Salary	T	Yrs	Annual Salary	Yrs	PT	Annual Salary	T	Yrs	PT	#	Annual Salary	Yrs	PT
Albany	Albany	97856	\$135,403	4	4	\$83,000	1		\$30,938	4	8		13	\$20,314	4	
Amsterdam	Montgomery	18620	\$55,000	4	2								5	\$5,000	2	PT
Auburn	Cayuga	27687	\$10,889	4	2								4	\$9,073	4	PT
Batavia	Genesee	15465							\$4,900	4	2	PT	8	\$3,500	4	PT
Beacon	Dutchess	15541	\$25,000	4	5								6	\$9,000	2	
Binghamton	Broome	47376	\$68,357	4	4				\$9,000	6	1	PT	6	\$9,000	2	
Canandaigua	Ontario	10545	\$7,630	2					\$5,023	2		PT	7	\$5,023	2	PT
Cohoes	Albany	16168	\$78,310	4	2	\$71,400	2		\$16,455	4	2	PT	5	\$13,713	4	PT
Corning	Steuben	11183	\$8,500	2	8								8	\$4,500	4	PT
Elmira	Chemung	29200	\$10,609	4	2								6	\$7,431	4	PT
Fulton	Oswego	11886	\$28,250	4	6			PT	\$7,745	2	2	PT	5	\$7,745	2	PT
Geneva	Ontario	13261	\$7,500	4	9								8	\$4,000	4	PT
Gloversville	Fulton	15665	\$42,266	4	8				\$4,375	4	12	PT	6	\$3,500	4	PT
Hornell	Steuben	8563	\$100,088	4	32								10	\$2,300	2	PT
Ithaca	Tompkins	30014														
Jamestown	Chautauqua	31146	\$72,000	4	18	\$44,138	17		\$6,000	2	10	PT	8	\$5,000	2	PT
Johnstown	Fulton	8743	\$18,241	4	1				\$4,413	4	1		4	\$4,413	4	PT
Kingston	Ulster	23893	\$75,000	4	2				\$10,000	2	15	PT	9	\$8,000	2	PT
Mechanicville	Saratoga	5196	\$12,000	4	4											
Middletown	Orange	28086	\$75,000	4	7				\$15,000	4	7	PT	8	\$10,000	2	PT
New Rochelle	Westchester	77062	\$102,810	4	21								6	\$39,251	4	
Newburgh	Orange	28866	\$9,000	4	2								6	\$9,000	4	
North Tonawanda	Niagara	31568	\$50,000	4	3				\$8,500	2	8	PT	4	\$8,000	2	PT
Ogdensburg	St. Lawrence	11128	\$7,000	4	3								6	\$3,500	4	PT
Olean	Cattaraugus	14452	\$50,000	4	4				\$4,000	2	2	PT	7	\$3,500	2	PT
Oneonta	Otsego	13901	\$12,000	4	2								8	\$7,000	4	PT
Oswego	Oswego	18142	\$40,000	4	2				\$14,679	2	2	PT	6	\$9,679	2	PT
Peekskill	Westchester	23583	\$13,015	2	3								5	\$8,686	4	PT
Plattsburgh	Clinton	19989	\$75,689	4	1				\$10,500	4	0.75	PT	5	\$10,000	4	PT
Poughkeepsie	Dutchess	32736	\$25,000	4	2											
Rensselaer	Rensselaer	9392	\$23,332	4	12				\$8,851	4	4	PT	6	\$7,783	4	PT
Rochester	Monroe	210565	\$145,837	4	4	\$112,500	1		\$44,994	4	4		8	\$34,994	4	
Schenectady	Schenectady	66135	\$96,700	4	7	\$59,900	1		\$14,100	4	1	PT	6	\$14,100	4	PT
Sherrill	Oneida	3147	\$1,500	2	5								4	\$1,000	4	PT
Syracuse	Onondaga	145170	\$115,000	4	7	\$99,640	7		\$24,408	4	7	PT	9	\$21,224	2	PT
Troy	Rensselaer	50129														
Utica	Oneida	62235	\$77,015	4	6	\$63,240	4		\$15,520	4	2	PT	9	\$15,520	2	PT
Watertown	Jefferson	27023	\$17,753	4	2								4	\$13,314	4	PT
White Plains	Westchester	56853	\$153,265	4	7	\$208,000	8		\$38,971	4	4	PT	5	\$36,471	4	PT
Yonkers	Westchester	195976	\$156,100	4	5	\$140,000	3		\$79,000	4	3	PT	6	\$53,000	4	PT



2017 City Salary Survey

	Manager/Admin			Deputy Mayor			City Clerk			Deputy Clerk			Clerk-Treasurer		
Municipality	Annual Salary	Yrs	PT	Annual Salary	Yrs	PT	Annual Salary	Yrs	PT	Annual Salary	Yrs	PT	Annual Salary	Yrs	PT
Albany	\$119,340	1					\$77,136	1		\$49,901	1				
Amsterdam							\$41,736	1							
Auburn	\$116,449	1					\$65,833	6		\$50,984					
Batavia	\$93,782	11											\$74,278	12	
Beacon	\$130,689	2													
Binghamton				\$50,774	3		\$50,441	2		\$41,486	2				
Canandaigua	\$107,100												\$83,232	13	
Cohoes							\$48,527	13							
Corning	\$131,513	20				PT	\$62,250	1							
Elmira	\$119,000	1		\$7,654	2	PT	\$50,702	17		\$39,752	18				
Fulton										\$30,000	30	PT	\$79,572	3	
Geneva	\$100,000	9		\$4,000	23	PT	\$59,601	5		\$52,316	10				
Gloversville							\$38,500	1		\$32,000	1				
Hornell													\$56,895	8	
Ithaca															
Jamestown													\$61,424	1	
Johnstown			PT				\$43,891	18		\$15,704	12	PT			
Kingston							\$53,196	6		\$48,880	6				
Mechanicville										\$45,500	20				
Middletown							\$75,328	7							
New Rochelle	\$212,048	28					\$100,835	7							
Newburgh	\$145,000	2					\$64,232	28		\$57,485	23				
North Tonawanda										\$49,218	5		\$54,000	3	
Ogdensburg	\$112,500	2					\$61,507	29		\$34,523	6				
Olean							\$52,145	11							
Oneonta	\$110,000	1								\$50,000	2				
Oswego							\$8,843	1	PT	\$63,748	5 months				
Peekskill	\$175,000	2		\$8,686	3	PT	\$109,564	26							
Plattsburgh							\$59,952	4							
Poughkeepsie															
Rensselaer	\$26,132	10	PT				\$55,281	4		\$40,179					
Rochester				\$140,730	1		\$101,793	8		\$80,984	3				
Schenectady							\$63,937	5		\$45,725	1				
Sherrill													\$88,963	26	
Syracuse	\$99,640	6					\$91,132	9		\$60,500	3				
Troy															
Utica							\$53,288	4		\$45,574	4				
Watertown	\$125,000	5					\$64,480	6		\$40,855	12				
White Plains							\$112,100	11							
Yonkers				\$183,000	3		\$129,465	3		\$97,159	3				



2017 City Salary Survey

	Deputy C/T			Treasurer			Deputy Treasurer			Budget Director			Director of Finance		
Municipality	Annual Salary	Yrs	PT	Annual Salary	Yrs	PT	Annual Salary	Yrs	PT	Annual Salary	Yrs	PT	Annual Salary	Yrs	PT
Albany				\$98,483	4		\$88,112	8		\$85,000	1				
Amsterdam															
Auburn				\$88,910											
Batavia	\$47,714	29													
Beacon													\$96,191	4	
Binghamton				\$46,644	7										
Canandaigua	\$46,600	1.5													
Cohoes				\$47,940	2		\$40,000	1							
Corning													\$86,284	2	
Elmira													\$93,385	1	
Fulton															
Geneva							\$57,660	4							
Gloversville				\$67,000	1		\$51,500	1							
Hornell													\$72,672	6	
Ithaca															
Jamestown															
Johnstown				\$84,460	21		\$38,594	18							
Kingston															
Mechanicville	\$37,425	3											\$12,000	4	PT
Middletown				\$133,425	7		\$78,458	7							
New Rochelle													\$189,082	1	
Newburgh															
North Tonawanda							\$53,792	7							
Ogdensburg															
Olean															
Oneonta													\$80,771	8	
Oswego				\$76,938	10										
Peekskill															
Plattsburgh				\$99,525	11		\$70,666	16							
Poughkeepsie															
Rensselaer				\$55,281	4		\$40,179	2							
Rochester				\$110,330	4		\$97,800	4		\$133,358	5		\$133,358	4	
Schenectady							\$63,000	1					\$94,395	2	
Sherrill	\$46,280	20													
Syracuse										\$91,300	7		\$91,300	10	
Troy															
Utica										\$42,000	1				
Watertown															
White Plains							\$143,700	6					\$166,500		
Yonkers										\$161,132	2				



2017 City Salary Survey

	Comptroller			Chief Info Officer (CIO)			Dir. Super of DPW		W/S Plant Super		Electric Super	
Municipality	Annual Salary	Yrs	PT	Chief Info Officer	Yrs	PT	Annual Salary	Yrs	Annual Salary	Yrs	Annual Salary	Yrs
Albany				\$115,000	4		\$101,707	4	\$49,900		\$112,200	4
Amsterdam	\$55,000	4					\$64,897	3	\$61,188	3		
Auburn	\$100,597						\$97,157		\$90,714	1		
Batavia							\$93,650	2	\$72,205	6		
Beacon							\$84,864	1	\$81,981	4		
Binghamton	\$85,863	3		\$74,948	12		\$76,120	vacant	\$74,636	12		
Canandaigua							\$100,356	6	\$79,094	6		
Cohoes	\$82,310	18					\$78,300	17	\$57,360	8		
Corning							\$90,221	4				
Elmira												
Fulton							\$76,000	3	\$70,970	30		
Geneva	\$67,626	7					\$99,278	3			\$60,370	11
Gloversville							\$62,500	2				
Hornell							\$88,569	5	\$81,689	35		
Ithaca												
Jamestown	\$88,937	27		\$75,292	4		\$89,185	23				
Johnstown							\$66,625	4				
Kingston	\$115,000	10		\$75,000	8		\$85,475	1				
Mechanicville							\$50,000	8	\$58,800	6 mos		
Middletown							\$220,843	12	\$82,839	13		
New Rochelle				\$136,049	19		\$177,650	1				
Newburgh	\$107,443	7					\$94,186	22	\$92,739	19		
North Tonawanda							\$103,850	5	\$85,193	2		
Ogdensburg	\$87,890	1					\$79,362	4				
Olean	\$62,200	7		\$68,850	19		\$89,000	1	\$63,600	16	\$68,825	13
Oneonta							\$65,063	11				
Oswego							\$73,561	2				
Peekskill	\$130,000						\$135,000	4	\$115,000	1		
Plattsburgh				\$85,355	8		\$98,525	8.5	\$58,651	35	\$103,323	9
Poughkeepsie												
Rensselaer	\$82,140	2					\$66,271	4				
Rochester				\$133,358	6		\$133,358	4	\$119,620			
Schenectady							\$121,002	2	\$70,000	5		
Sherrill							\$65,026	1.5	\$66,066	29	\$78,425	30
Syracuse							\$89,509	8	\$89,509	7		
Troy												
Utica	\$63,806	4					\$68,244	8				
Watertown	\$91,161	15		\$75,490	3		\$89,831	31	\$89,760	1		
White Plains				\$144,300	6		\$180,300	2	\$145,181	2		
Yonkers	\$180,000	5		\$175,000	4		\$175,000	5	\$139,611	36		



2017 City Salary Survey

	Dir. of Parks & Rec		Engineer			Public Safety Comm			Police Chief		Fire Chief		
Municipality	Annual Salary	Yrs	Annual Salary	Yrs	PT	Annual Salary	Yrs	PT	Annual Salary	Yrs	Annual Salary	Yrs	PT
Albany	\$60,907	4	\$93,407	5					\$122,145	1	\$113,043	4	
Amsterdam	\$54,668	12	\$88,352	9					\$98,455	6	\$99,682	3	
Auburn			\$100,792						\$95,983	1	\$91,519	1	
Batavia									\$85,482	5	\$86,873	1	
Beacon									\$120,414	5	\$91,089	4	
Binghamton	\$61,176	4	\$88,831	2					\$111,981	12	\$111,981	1	
Canandaigua									\$94,860	1	\$85,000	0.08	PT
Cohoes	\$17,500	2	\$49,537	10					\$55,000	2	\$92,495	12	
Corning	\$79,023	6							\$93,515	1	\$97,794	3	
Elmira									\$116,873	2	\$104,746	1	
Fulton	\$64,264	20							\$89,886	10	\$89,886	1	
Geneva	\$64,107	9	\$79,591	34					\$101,922	6	\$86,118	6	
Gloversville									\$98,307	2	\$92,829	3	
Hornell									\$91,372		\$91,371		
Ithaca													
Jamestown			\$88,357	21					\$111,622	10	\$107,395	8	
Johnstown									\$80,759	8	\$81,951	15	
Kingston	\$62,211	21	\$102,771	9					\$107,152	6	\$99,662	4	
Mechanicville						\$12,000	8	PT	\$81,400	16	\$3,758	2	PT
Middletown	\$76,468	3							\$185,000				
New Rochelle	\$185,713	13	\$149,672	4	PT				\$189,082	24	\$188,111	6	
Newburgh	\$66,391	3	\$92,739	4					\$116,076	0	\$116,076	0	
North Tonawanda	\$95,185	10	\$117,900	20					\$117,900	2	\$99,961	2	
Ogdensburg	\$53,766	6							\$89,667	2	\$82,021	4	
Olean	\$55,600	32	\$71,340	18					\$83,200	3	\$80,700	33	
Oneonta			\$81,700	2					\$93,175	1	\$84,803	7	
Oswego									\$105,310	6	\$120,310	6 months	
Peekskill	\$105,629	6							\$157,590	4		2	PT
Plattsburgh									\$100,217	1	\$98,676	2.5	
Poughkeepsie													
Rensselaer									\$93,241	18	\$15,952	4	PT
Rochester	\$133,358	4	\$119,620	11					\$137,005	5	\$137,005	3.8	
Schenectady	\$75,000	2	\$100,085	5		\$131,094	10		\$143,492	2	\$140,535	5	
Sherrill	\$61,655	6							\$77,524	6	\$0	2	PT
Syracuse	\$72,000	3	\$94,952	14					\$114,266	8	\$132,928	4	PT
Troy													
Utica			\$70,000	0					\$136,270	8	\$122,177	14	
Watertown	\$77,078	5	\$85,519	2					\$98,346	3	\$92,679	7	
White Plains	\$152,500	6	\$153,000	2		\$196,000	8		\$178,600	2	\$178,600	14	
Yonkers	\$161,132	1	\$161,132	5					\$210,000	5	\$200,000	1	



2017 City Salary Survey

	Building Dpt Super			Building Inspector			Code Officer			HR/Personnel Dir			Comm Dvlp Dir		
Municipality	Annual Salary	Yrs	PT	Annual Salary	Yrs	PT	Annual Salary	Yrs	PT	Annual Salary	Yrs	PT	Annual Salary	Yrs	PT
Albany	\$83,768	2		\$44,183			\$34,502			\$83,965	0		\$91,800	0	
Amsterdam				\$63,164	28		\$57,387	5		\$31,335	2	PT			
Auburn				\$70,434	18		\$51,532						\$98,497	20	
Batavia							\$77,704			\$67,825	17				
Beacon				\$71,089	17		\$104,300	23							
Binghamton	\$66,876	10		\$39,953	8		\$38,378	8		\$74,504	10		\$57,767	2	
Canandaigua							\$51,320	12							
Cohoes	\$80,161	10					\$52,060	5		\$11,000	2	PT	\$127,500	2	
Corning							\$57,544	22							
Elmira							\$40,000	2	PT				\$78,249	5	
Fulton				\$49,879	1		\$58,368	2		\$30,000	30		\$77,000	15	
Geneva	\$86,278	3		\$52,316	9					\$63,878	18		\$53,859	5	
Gloversville				\$50,544	3		\$42,500	1							
Hornell							\$63,654								
Ithaca															
Jamestown	\$56,220	2		\$52,481	18		\$52,481	12					\$72,308	4	
Johnstown															
Kingston										\$53,890	7		\$61,500	4	
Mechanicville							\$55,000	9							
Middletown				\$70,579	15		\$67,773	11		\$53,767	4		\$84,442	7	
New Rochelle	\$149,336	9		\$61,288	7		\$94,100	1		\$128,901	14		\$83,908	4	
Newburgh	\$71,789	12					\$49,096	6		\$32,292	0	PT	\$92,739	3	
North Tonawanda				\$85,216	10		\$48,941	5					\$78,402	5	
Ogdensburg							\$61,583	10							
Olean							\$69,000	28		\$52,600	33		\$59,750	1	
Oneonta							\$50,000	1		\$60,600	1		\$68,857	1	
Oswego			PT				\$41,808	2		\$71,896	1		\$73,561	2	
Peekskill							\$81,804	17		\$86,986	4				
Plattsburgh				\$61,388	7		\$47,575	17					\$65,801	2	
Poughkeepsie															
Rensselaer				\$46,390	1		\$35,000	4		\$41,209	2				
Rochester	\$119,620	3		\$64,191	5		\$64,191	5		\$133,358	7		\$133,358	3	
Schenectady				\$79,015	1		\$49,450	5		\$61,814	3				
Sherrill										\$7,310	14	PT			
Syracuse	\$70,000	4		\$45,529	1		\$37,678	1		\$99,500	5		\$89,509	8	
Troy															
Utica	\$34,923	1		\$39,324	13		\$28,052	11					\$79,559	8	
Watertown	\$67,677	28					\$57,605	12		\$70,380	1		\$71,202	1	
White Plains	\$157,000	11								\$165,300	20		\$151,000	2	
Yonkers	\$161,132	5.75		\$68,118			\$62,381			\$169,189	3				

2017 City Salary Survey

Municipality	Assessor		
	Annual Salary	Yrs	PT
Albany	\$89,585	1	
Amsterdam	\$65,687	9	
Auburn	\$90,110		
Batavia			
Beacon			
Binghamton	\$70,013	10	
Canandaigua			
Cohoes	\$69,682	8	
Corning	\$84,123	21	
Elmira	\$76,290	11	
Fulton	\$53,550	10	
Geneva	\$66,300	2	
Gloversville	\$49,248	8	
Hornell	\$30,000	4	PT
Ithaca			
Jamestown	\$36,492	2	PT
Johnstown	\$31,000	2	PT
Kingston	\$79,794	6	
Mechanicville	\$164,358	4	
Middletown	\$89,882	16	
New Rochelle	\$137,222	6	
Newburgh	\$76,108	6	
North Tonawanda	\$82,239	10	
Ogdensburg	\$53,000	1	
Olean	\$59,550	14	
Oneonta			
Oswego	\$71,896	13	
Peekskill	\$95,000	4	
Plattsburgh	\$58,584	6	
Poughkeepsie			
Rensselaer	\$32,480	2	PT
Rochester	\$103,508	2	
Schenectady	\$76,726	2	
Sherrill	\$8,268	9	PT
Syracuse	\$86,920	7	
Troy			
Utica	\$56,917	15	
Watertown	\$67,665	13	
White Plains	\$141,000	11	
Yonkers	\$135,000	3	

2017 City Salary Survey

	Are there any additional comments you would like to add?
Municipality	
Canandaigua	We have numerous police officers at various lengths of service and salaries. We have numerous fire fighters at various lengths of service and salaries. We have separate water plant and sewer plant supervisors. Water Plant Supervisor reflected in survey. Sewer Plant Supervisor \$78,693/32 years. We have two Code Enforcement officers. One with \$64,420/4 years.
Geneva	#6 Deputy Mayor is also included in the count for Councilors. #12 is Deputy Comptroller. #19 is an Electrician. #20 is a Recreation Director. #21 is a Junior Engineer. #27 is a Building & Parks Supervisor. #31 is a Neighborhood Initiative Director.
Mechanicville	Mechanicville has a Commission form of government. The elected Commissioners administer their departments as well as sit on the City Council. In addition to the Mayor, Public Works Commissioner and Finance Commissioner whose salaries are reported in the form you provided. We have the Commissioner of Accounts (City Clerk) who is a full-time employee at a salary of \$38,000 and Public Safety Commissioner who is part-time at a salary of \$12,000.
New Rochelle	Starting salary was provided for Police and Firefighters.
Oneonta	therefore, 1 years was indicated. Sewer Plant - Chief Wastewater Treatment Plant Operator salary = \$60,487 # of years in the position = 9, Water Plant - Chief Water Plant Operator salary = \$66,365 # of years in the position = 27.
Sherrill	Codes we do not have an employee, but rather contract with the Town of Vernon and they provide the Codes service to us via contract with them.
Utica	Mayor serves as Public Safety Commissioner unless one is appointed.
Watertown	Police officer salary goes from \$51,165 - \$67,403, firefighter salary goes from \$44,799 - \$55,635, there are 2 deputy City Clerks - the highest paid was entered in the survey - the other one receives \$37,415 & has 3 years.
White Plains	Corporation Counsel also serves as Chief of Staff. Police officer salary range \$50,000 - \$97,937. Firefighter salary range \$50,000 - \$97,721. Building Inspector range \$70,030 - \$107,650. Code Enforcement Officer range \$61,412 - \$84,625.
Yonkers	Answer 4) Councilors - Minimum of \$53,000 was provided. Two receive \$63,000 due to additional responsibilities. Answer 6) Deputy Mayors - The city has two. Maximum of \$183,000 was provided. The second receives \$175,000. Answer 15) Comptroller - The true title is Commissioner of Finance & Management Services. Answer 16) CIO - The true title is Commissioner of Information Technology. Answer 17) Director of DPW - The true title is Commissioner of Public Works. Answer 18) Water Supervisor - The true title is Water Superintendent. Answer 20) Director of Parks - The true title is Commissioner of Parks & Recreation. Answer 23) Police Chief - The true title is Police Commissioner. Answer 24) Police Officer - New hire amount of \$69,455 was provided. Average among all 485 patrol police officers is \$100,091. Answer 25) Fire Chief - The true title is Fire Commissioner. Answer 26) Firefighter - New hire amount of \$68,851 was provided. Average among all 322 firefighters is \$97,334. Answer 27) Building Dept. Superintendent - The true title is Commissioner of Housing & Buildings. Answer 28) Building Inspector - New hire amount of \$68,118 was provided. Average among all 5 inspectors is \$77,728. Answer 29) Code Enforcement Officer - New hire amount of \$62,381 was provided. Average among all 15 officers is \$79,249. Answer 30) Personnel Director - The true title is Commissioner of Personnel.

2017 City Salary Survey

	<i>How is your municipality's chief attorney(s) paid?</i>	How many full and/or part-time attorneys does your municipality employ on the municipal payroll:		Highest paid individual attorney on the municipal payroll
<i>Municipality</i>		<i>F attorneys</i>	<i>PT attorneys</i>	
Albany	Municipal payroll	8	0	\$104,257
Amsterdam	Municipal payroll	1		\$45,000
Auburn	Municipal payroll	2	1	\$95,024
Batavia				
Beacon	Retainer/contract			
Binghamton	Municipal payroll	4	0	\$83,860
Canandaigua	Retainer/contract			
Cohoes	Municipal payroll	1		\$80,000
Corning	Retainer/contract			
Elmira	Municipal payroll	1	1	\$89,757
Fulton	Retainer/contract			\$0
Geneva	Retainer/contract			
Gloversville	Municipal payroll		1	\$75,000
Hornell	Municipal payroll		1	\$30,000
Ithaca				
Jamestown	Municipal payroll	1	0	\$90,419
Johnstown	Municipal payroll		1	\$36,000
Kingston	Municipal payroll	1	2	\$89,000
Mechanicville	Municipal payroll		1	\$46,543
Middletown	Municipal payroll	1	1	\$163,200
New Rochelle	Municipal payroll	3	0	\$192,771
Newburgh				
	Municipal payroll	2	0	\$116,076
North Tonawanda	Municipal payroll		2	\$59,123
Ogdensburg	Retainer/contract			
Olean	Municipal payroll		1	\$62,500
Oneonta	Municipal payroll	0	1	\$42,763
Oswego	Municipal payroll	1	1	\$55,164
Peekskill	Municipal payroll	2	0	\$116,150
Plattsburgh	Municipal payroll	1	2	\$58,500
Poughkeepsie				
Rensselaer				
Rochester	Municipal payroll	14	1	\$133,358
Schenectady	Municipal payroll	6		\$96,425
Sherrill				
Syracuse	Municipal payroll	15	3	\$99,500
Troy				
Utica	Municipal payroll	4	5	\$71,000
Watertown	Retainer/contract			
White Plains	Municipal payroll	6	1	\$208,000
Yonkers	Municipal payroll	15	1	\$180,000

2017 City Salary Survey

Municipality	How many full and/or part-time attorneys are being paid by your municipality via a retainer agreement or contract for services:		The highest paid individual attorney compensated via a retainer agreement or contract for services receives:	
	F attorneys	PT attorneys	Retainer: (year)	Hourly, billed at:
Albany	4	0	\$173,500	
Amsterdam				
Auburn		2		
Batavia				
Beacon	8			\$225
Binghamton				
Canandaigua				
Cohoes				
Corning	1			\$150
Elmira				
Fulton		2	\$0	\$150
Geneva	1		\$100,000	
Gloversville		1	\$33,000	
Hornell				
Ithaca				
Jamestown				
Johnstown		4	\$33,000	
Kingston			\$18,000	
Mechanicville		1	\$15,000	
Middletown				
New Rochelle			\$183,741	\$255
Newburgh	0	8	\$0	\$300
North Tonawanda				
Ogdensburg		1		\$150
Olean				
Oneonta				
Oswego				
Peekskill				
Plattsburgh		2	\$40,000	\$210
Poughkeepsie				
Rensselaer				
Rochester				
Schenectady				
Sherrill				
Syracuse		8		
Troy				
Utica	0			
Watertown	2	1		\$150
White Plains		6		
Yonkers			\$2,065,000	



2017 City Salary Survey

	If necessary, explain the compensation structure for your municipal attorney(s):
<i>Municipality</i>	
Albany	There are 4 law firms paid through retainer. 3 of the 4 law firms provide multiple attorneys based upon the need of the city. The highest paid firm is included in 3a.
Amsterdam	
Auburn	
Batavia	
Beacon	
Binghamton	
Canandaigua	
Cohoes	
Corning	
Elmira	Corporation Counsel - part-time 50% - \$89K. Asst. Corporation Counsel - full-time \$78K.
Fulton	
Geneva	Minimum billed hours per month.
Gloversville	Labor Attorney on a yearly retainer plus extra for interest arbitration, mediation, court appearances.
Hornell	
Ithaca	
Jamestown	The municipal attorney also serves as the Human Resources Director.
Johnstown	
Kingston	Retainer is for labor relations counsel.
Mechanicville	The contract Attorney deals with labor issues.
Middletown	
New Rochelle	
Newburgh	The City employs two full-time, salaried employees as Corporation Counsel and Assistant Corporation Counsel. Outside counsel is retained as needed on a part-time basis pursuant to retainer agreement with services billed at the attorney's lowest municipal hourly rate.
North Tonawanda	
Ogdensburg	
Olean	
Oneonta	Any litigation work performed by the city attorney is billed separate from payroll.
Oswego	
Peekskill	
Plattsburgh	
Poughkeepsie	
Rensselaer	
Rochester	
Schenectady	
Sherrill	City attorney is hourly contract not an employee.
Syracuse	
Troy	
Utica	
Watertown	
White Plains	
Yonkers	Answer to 3a above is the city's total appropriation for outside counsel (municipal & school district).

City of Kingston

New York 12402

Office of The Comptroller



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City Hall, 420 Broadway

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September 6, 2018

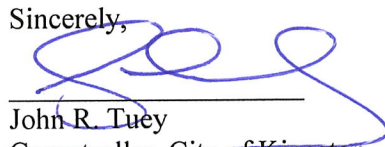
Alderman at Large James Noble
City of Kingston Common Council
Kingston, NY 12401

Dear Alderman at Large Noble,

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

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

Sincerely,



John R. Tuey
Comptroller, City of Kingston

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

MEMORANDUM OF AGREEMENT

By and Between

The City of Kingston

and

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

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

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

2. Wages.

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

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

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

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

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

Seasonal Agreement and Pay Schedule – see attached.

3. Snow and Ice Incentive.

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

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

Employees shall be paid based upon the following response:

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

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

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

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

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

5. Emergency Closure Policy.

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

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

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

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

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

Modify to provide as follows:

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

Article VI, Section 6, Leave Usage.

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

8. **Article VII, Pensions and Health Insurance.**

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

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

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

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

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

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

Eliminate Emblem Health Plan altogether.

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

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

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

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

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

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

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

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

13. Article XV, Alcohol and Drug Testing Procedure.

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

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

14. Article IV, Section 1, Holidays.

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

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

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

17. Compensatory Time.

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

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

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

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

Modify provision to read as follows:

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

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

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

Modify provision to read as follows:

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

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

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

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

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

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

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

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

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

23. Article V, Section 2 C.

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

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

Modify provision to read as follows:

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

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

Modify provision to read as follows:

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

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

26. Article VII, Section 3, Dental Plan.

Modify provision to read as follows:

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

27. Compensatory Time Memorandum – Add as follows:

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

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

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

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

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

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

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

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

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

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

Add Subsection 5 as follows:

5. Building Safety and Parking

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

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

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

Modify provision to read as follows:

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

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

Job Abandonment.

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

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

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

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

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

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

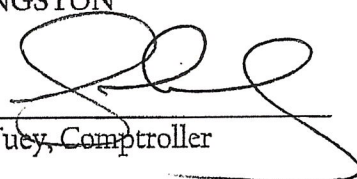
Modify provision to read as follows:

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

CITY OF KINGSTON

Dated: August 23, 2018

By:


John Tucey, Comptroller

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

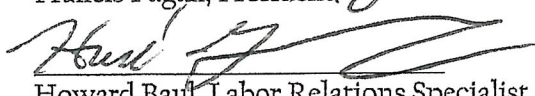
Dated: August 23, 2018

By:


Francis Fagan, President

Dated: August 23, 2018

By:


Howard Baul, Labor Relations Specialist

8/22/18

SIDE AGREEMENT

PARKS AND RECREATION/DPW SEASONAL; EMPLOYEES

Revised October 1, 2014

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

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

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

SIDE AGREEMENT

PARKS AND RECREATION/DPW SEASONAL; EMPLOYEES

Revised October 1, 2014

Effective 10/1/2014

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

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

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

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

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

SIDE AGREEMENT

PARKS AND RECREATION/DPW SEASONAL EMPLOYEES

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

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

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

Salary Schedule CSEA Seasonal Employees per CSEA MOA

		2016	2017	2018	2019	2020
			2%	2%	2%	2%
Park Counselor	Year 1	\$9.18	\$9.36	\$10.40	\$11.10	\$11.80
	Year 2	\$10.00	\$10.20	\$11.20	\$11.42	\$12.00
	Year 3	\$10.82	\$11.04	\$11.90	\$12.14	\$12.38
	Year 4	\$11.64	\$11.87	\$12.60	\$12.85	\$13.11
	Year 5	\$12.46	\$12.71	\$13.30	\$13.57	\$13.84
	Year 6	\$13.27	\$13.54	\$14.30	\$14.59	\$14.88
Life Guards WSI Instructor	Year 1	\$9.23	\$9.41	\$12.00	\$12.24	\$12.48
	Year 2	\$10.55	\$10.76	\$12.70	\$12.95	\$13.21
	Year 3	\$11.86	\$12.10	\$13.40	\$13.67	\$13.97
	Year 4	\$13.18	\$13.44	\$14.10	\$14.38	\$14.69
	Year 5	\$14.50	\$14.79	\$14.80	\$15.10	\$15.40
	Year 6	\$15.83	\$16.15	\$15.80	\$16.12	\$16.44
Beach/Pool Managers	Year 1	\$9.91	\$10.11	\$13.00	\$16.00	\$17.00
	Year 2	\$11.04	\$11.26	\$13.80	\$16.73	\$17.06
	Year 3	\$12.42	\$12.67	\$14.60	\$17.44	\$17.79
	Year 4	\$13.32	\$13.59	\$15.40	\$18.16	\$18.52
	Year 5	\$14.46	\$14.75	\$16.20	\$18.87	\$19.25
	Year 6	\$15.65	\$15.96	\$17.00	\$19.89	\$20.29
Special Events Coordinator Tennis Director Park Directors	Year 1	\$11.87	\$12.11	\$15.70	\$16.70	\$17.50
	Year 2	\$12.93	\$13.19	\$15.90	\$16.22	\$16.54
	Year 3	\$13.99	\$14.27	\$16.60	\$16.93	\$17.27
	Year 4	\$15.04	\$15.34	\$17.30	\$17.65	\$18.00
	Year 5	\$16.10	\$16.42	\$18.00	\$18.36	\$18.73
	Year 6	\$17.15	\$17.49	\$18.70	\$19.07	\$19.45
Tennis Assistant	Year 1	\$9.18	\$9.36	\$10.50	\$11.10	\$11.80
	Year 2	\$9.72	\$9.91	\$11.20	\$11.42	\$12.00
	Year 3	\$10.26	\$10.47	\$11.90	\$12.14	\$12.38
	Year 4	\$10.80	\$11.02	\$12.60	\$12.85	\$13.11
	Year 5	\$11.33	\$11.56	\$13.30	\$13.57	\$13.84
	Year 6	\$11.87	\$12.11	\$14.30	\$14.59	\$14.88
Recreation Aide	Year 1	\$9.18	\$9.36	\$10.40	\$11.10	\$11.80
	Year 2	\$9.46	\$9.91	\$11.20	\$11.42	\$12.00
	Year 3	\$9.72	\$10.47	\$11.90	\$12.14	\$12.38
	Year 4	\$9.99	\$11.02	\$12.60	\$12.40	\$13.11
	Year 5	\$10.26	\$11.56	\$13.30	\$13.57	\$13.84
	Year 6	\$10.55	\$12.11	\$14.30	\$14.59	\$14.88

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

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All past memorandums shall be compiled by the parties and become part of the contract and added as addendums to the contract.

THIS CONTRACT, made and entered into as of this 29th day of December 2015

by and between

THE CITY OF KINGSTON, NEW YORK, with its principal offices at Kingston,
New York, hereafter referred to as the "EMPLOYER,"

and

THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000,
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES,
AFL-CIO RECOGNIZED AS THE UNION, hereafter referred to as the "UNION"
representing the Kingston City Unit 8951 of Ulster County Local #856.

ARTICLE I

RECOGNITION AND DUES DEDUCTIONS

A. Collective Negotiation Unit

By virtue of satisfactory evidence submitted by the Union, that the Union does present the majority of the employees of the Employer in the Department of Public Works, Recreation Department and City Hall/Bus Drivers, excluding managerial and confidential employees. The Employer hereby recognizes the Union as the sole and exclusive representative for all employees, of all titles within the classes and grades as indicated in Schedule "A", for the purpose of collective negotiations and the settlement of grievances. The period of unchallenged and exclusive representative status for the Union shall be the maximum period of time permitted under the Taylor Law.

B. Employee Definitions

Part-time Employee - Are those who work 50% or less of the normal work day/work week of a full-time employee in the same title or position. Part-time employees receive all leave accruals on pro-rated basis, and hired at the entry salary rate for their title or position and advances on the increment system accordingly. Part-time employee shall pay either union dues or agency fees.

Seasonal Employee

The parties agree that seasonal employees shall not be hired to replace laid off employees. Seasonal employees shall be permitted to work forty (40) hours per week, Sunday through Saturday, and shall not work overtime, unless the overtime rosters have been exhausted. Seasonal employees shall not be employed for more than six (6) months during the calendar year, nor may a task be assigned to seasonal employees for more than six (6) months in a calendar year. Seasonal employees shall receive no benefits and shall pay either union dues or agency fee. The parties agree to setting forth the salary ranges and the length of employment for certain seasonals. (See attached).

Temporary Employees

Can work up to forty (40) hours per week, no overtime, unless the overtime roster has been exhausted and can only work total of four (4) months in any one (1) year. The hiring date and ending date shall be posted with job vacancy notice. Hired at the entry level salary rate, receives no benefits and pays either union dues or agency fee. Temporary employee may be employed for more than four (4) months when said employee is filling in for a permanent employee who is out on disability or Worker's Compensation, approved unpaid leave of absence, or as otherwise agreed by City and Union.

C. New Titles

As to any new titles or positions hereafter created in the Department of Public Works, City Hall, including Passenger Bus Operators and Recreation Department and during the term of this Agreement, the Union shall be entitled to submit the names of qualified personnel for inclusion hereto but subject to the rules and regulations of the Civil Service Law and Municipal Civil Service Commission. In the creation of said new position and titles, the responsibility for setting standards of compensation and other working conditions shall revolve upon the Employer and the Union shall have the right persuasive consultation and recommendations in the matter of setting thereof.

D. Exclusive Representative

The Union shall have the sole and exclusive right with respect to other employee organizations to represent all employees in heretofore defined negotiations unit in any and all proceedings under the Public Employees Fair Employment Act, under any other applicable law, rule, regulation, or statute, under the terms of this agreement; to designate its own representatives and to appear before any appropriate official of the district to effect such representation; to direct, manage, and govern its own affairs; to determine those matters which the membership wishes to negotiate and to pursue all such objectives free from any interference, restraint, coercion or discrimination by the Employer or any of its agents.

E. Orientation Rights

The Employer shall grant exclusivity to Union officers, delegates, members and/or their designated representatives time off without loss of pay or accumulated leave credits to carry on in regards to matters relating to salary terms and conditions of employment, indoctrination of new members and regarding the Union role as exclusive representative.

SECTION 2 - DUES AND AGENCY FEE DEDUCTIONS

A. Exclusivity

The Union shall have the exclusive right to payroll dues and agency shop fee deductions.

B. Dues Deductions

Upon proper written authorization of the Union member employee, the Employer shall deduct uniformly and consistently from the wage of employees regular membership dues and other membership authorized deductions in the amounts so designated.

C. Agency Shop Fees

Commencing the first (1) pay period following the beginning of their employment, all employees covered by this contract who are not members of the Union shall be required to pay to the Union an Agency Fee equivalent to the regular membership dues.

The Employer shall deduct uniformly and consistently from the wages of employees said Agency Fee in the amount so designated.

D. Remittance of Deductions

The Union will indemnify and hold the City of Kingston harmless against any and all claims, demands, suites or other forms of liability that may arise out of or by reason of action taken or not taken by the City of Kingston in reliance upon dues deduction authorization cards furnished by the employee and/or Union, and agency fee deductions.

The Employer will remit the deductions referred to in B and C above to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, NY 12210.

The Employer agrees to remit such monies exclusively for the Union as the recognized exclusive negotiating agent for the employees in the unit.

E. Deduction Changes

If at any time during the life of this contract, the specific amounts of any deduction shall be changed, the Union shall notify the Employer in writing of said change.

F. Employee List

The Employer shall, within thirty (30) days after ratification of this contract, furnish the Union with a complete list of names, home addresses, work locations and titles of all employees in the negotiating unit covered by this Contract and will, within thirty (30) days after the end of each pay period, furnish the Union with a list of names, home addresses, work locations and position titles as newly hired, reinstated or transferred employees, as well as a list of employees who terminated employment in this unit during the preceding period.

ARTICLE II

WORK YEAR - WORK WEEK - WORK SHIFT

SECTION 1 - WORK YEAR

There shall be two hundred sixty (260) work days per year with the exception of Leap Year when the number of work days shall be two hundred and sixty-one (261).

The Employer agrees that no job positions or overtime shall be lost during the term of the contract if the Employer contracts out any work that is appropriate for bargaining unit members.

SECTION 2 - WORKWEEK - PAY PERIOD

A. Workweek

The regular workweek shall be five (5) consecutive days per week, eight (8) hours per day, Monday through Friday, for a total of forty (40) hours except as provided under Section 3 of the Article.

B. Pay Period

The work pay period shall begin at 7:00 a.m. Monday and the pay period shall end at 3:00 p.m. Friday following.

SECTION 3 - WORK PERIOD

A. Department of Public Works

For hourly and bi-weekly employees of the Department of Public Works, the work day shall begin at 7:00 a.m. and end at 3:00 p.m., and shall include one-half (1/2) hour lunch break each day, Monday through Friday, to be taken at approximately 11:30 a.m., and one (1) fifteen (15) minute break, supervised by the foreman, at approximately 9:00 a.m. and one (1) fifteen (15) minute wash up time break at 2:45 p.m., unless otherwise provided for herein.

1. Refuse Collection Variance

Employees assigned to a "Refuse packer" and "cardboard truck, recycling truck and paper truck" for the collection of refuse on any day refuse collection occurs, shall be employed on a "stint" workday. The workday for these employees shall

begin at 6 AM in conjunction with daylight savings time and will end whenever the refuse collection routes scheduled for a particular day have been completed and will constitute a complete workday. Refuse collection shall begin at 6 AM on Tuesdays all year. Not on stint work crew are the brush truck, board truck, yard waste trucks, white goods and tire collection.

The stint crew work assignments shall be posted by the Superintendent of Public Works and/or designee on November 1st through November 30th annually.

The Superintendent of Public Works and/or designee shall assign each stint work crew assignments during the month of December for the following twelve (12) months.

All eligible motor equipment operators and/or laborers are encouraged to sign up for more than one (1) stint work crew assignment. The senior most motor equipment operator(s) and/or laborers shall be given preference for stint work crew assignments to be filled by the Superintendent of Public Works and/or designee. For purposes of work crew assignments, an employee's seniority shall commence as of date of employee's full time hire date.

When an employee assigned to stint work is absent for any reason, the Superintendent of Public Works and/or designee shall assign in inverse order of seniority the least senior motor equipment operator(s) and laborer(s) during that period of the assigned employee's absence.

Motor Equipment operators and laborers assigned to "Refuse Packers" and employed in the collection of refuse shall be paid a straight daily wage. No premium overtime pay will be allowed. If these employees finish their refuse collections in less than eight (8) hours, it shall be considered a full day's work, and if it is necessary for these employees to work over eight (8) hours to finish their regular refuse collections, this additional time will be considered as part of their regular work day.

Employees assigned to sewer maintenance, employees classified as maintenance assistant(s), and extra heavy motor equipment operators, shall not be assigned to stint work crew assignments unless the Superintendent of Public Works and/or designee has exhausted the list of motor equipment operator(s) and laborer(s) with less seniority.

Temporary and seasonal employees shall not be assigned to stint work crew assignments.

The employer shall provide no less than four (4) garbage trucks and three (3) recycling trucks on a stint crew workday.

There shall be no stint crew work on Friday. However, all employees assigned to stint work crew assignment Monday through Thursday shall report to work on Friday in accordance with the provisions of the contract and Civil Service Law and regulations.

Drivers will be notified, where reasonably possible, of special pickup on their route prior to leaving the garage in the morning. Upon completion of an assigned route, employees shall be required to clean their assigned truck.

Employees shall not be permitted to leave work until the assigned route is inspected and the employees are released by their supervisors.

The start time for stint work assignments shall be 6:00 a.m. in conjunction with Daylight Savings Time.

From June 1 through August 31 the workday for all Department of Public Works employees, excluding clerical employees and employees assigned to the sewage treatment plant, shall be from 6 AM to 2 PM. No shift differential shall be given for this.

Any equipment breakdown that forces an employee on stint work to work after 3:00 p.m. will require overtime payment for time worked after 3:00 p.m.

Upon the signing of this Agreement, stint work in the Department of Public Works shall be eliminated. The City, at its option, may reinstate stint work.

2. Variable Work Hours

In the Department of Public Works there will be variable work hours in the following operations as stated below.

a. Street cleaning and paint crew - During the months street cleaning is in operation, 8 consecutively scheduled hours between 4:00 a.m. and 1 p.m. will be in effect for street cleaners and paint crew. Operators of sweepers and paint crew will receive twelve (12%) percent shift differential for the hours of 4:00 a.m. to 7:00 a.m. Effective May 1, 1994, the shift differential for the hours of 4:00 a.m. to 7:00 a.m. shall be \$1.20 per hour. If the operators of the paint crew are required to work after 1 p.m., he will receive overtime pay for the time worked. Their breaks are as follows:

One fifteen (15) minute break in A.M.
Half hour lunch break - 8:30 to 9:00 A.M.
Wash up at 11:45 A.M.

b. Sewer Crews - Variable work hours will be in effect for prolonged jobs only. A week's notification must be given to the employee requested to work such a variable shift. Personnel problems shall be consideration when assigning personnel to a variable work week. A shift differential of eight (8%) percent between the hours of 4:00 P.M. and 12:00 A.M. (Midnight) and twelve (12%) percent between the hours of 12:00 A.M. and 7:00 A.M. shall be in effect for employees required to work those hours. Effective May 1, 1994, a shift differential of .90 cents per hour between the hours of 4:00 P.M. and 12:00 A.M. (Midnight) and \$1.20 per hour between the hours of 12:00 A.M. and 7:00 A.M. shall be in effect for employees required to work those hours.

c. Processing Plant - Variable work hours are in effect at this time and have been put in effect through a mutual meet and confer of effected employees, union representative and the employer. The employer and employees agree to continue the current process and where necessary agree to further changes

that may become necessary for processing consistent with Department of Environmental Conservation or mandates.

d. Blacktop Crew - During blacktop season, The Superintendent of public works and/or designee shall provide thirty (30) days notice of when blacktopping shall begin. During this period, one (1) street cleaning crew shall work on a flex work schedule, with scheduling of the assignment contingent on seniority.

e. Summer Hours - Clerical - During July 1st to August 31st, the workday for all clerical employees in the Department of Public Works shall be six (6) hours per day, on a rotational basis between the hours of 7 AM and 4 PM.

f. The transfer station shall be open Saturdays at the discretion of the City and shall be staffed on a rotational overtime basis with qualified and certified personnel.

B. Recreation Department

For hourly and bi-weekly employees of the Recreation Department, the work day shall begin at 7:00 A.M. and end at 3:00 P.M., and shall include one-half (1/2) hour lunch break to be taken at the job site at approximately 11:30 A.M., and one (1) fifteen (15) minute break, supervised by the Foreman, at approximately 9:00 A.M. and one (1) fifteen (15) minute wash up break at 2:45 P.M.

In the Recreation Department, the Superintendent of Recreation shall have the authority to vary the workday hours only to conform with the activity schedules during the period Monday-Friday. Shift differential shall be paid where appropriate.

The Superintendent of Recreation shall have the authority to vary the work day hours and the workweek of part time employees during the period June through September and such part time employees may work up to forty (40) - hours per week only.

The Superintendent of Recreation may vary the workweek of the Recreation Leaders to cover the twelve (12) week Biddy Youth Basketball Program. In order to vary the work schedule as provided, the Superintendent shall seek volunteers. If employees do not volunteer to cover the program, the Superintendent may assign employees or use part-time or seasonal employees. If the Superintendent cannot get volunteers, part- time nor seasonal employees, to cover the program, then those employees assigned shall receive time and a half rate of pay. The work schedule shall provide for five (5) consecutive workdays. Weekend work, which is included as part of the normal work for the Recreation Leaders during the twelve (12) week Biddy Youth Basketball program, shall be paid at straight time.

1. Summer Hours

During July 1st to August 31st, the workday for all clerical employees in the Recreation Department shall be, 9 AM to 4PM.

C. City Hall

1. Regular Hours

For hourly and bi-weekly employees of City Hall, including the Engineering Department and Department of Public Works Administrative Office, the work day shall begin t 8:30 A.M. and end at 4:30 P.M., and shall include a one (1) hour lunch break which shall be taken between the hours of 11:00 A.M. and 2:00 P.M. assigned at the discretion of the Department Head.

2. Summer Hours

During July 1st to August 31st, the workday shall be six (6) hours per day, 9 a.m. to 4 p.m., thirty (30) hours per week, exclusive of a lunch break as heretofore practiced.

3. Variance to City Hall Hours

The work day and work week for employees assigned to duties of Maintenance, Janitorial, Dog Warden and Meter Personnel shall be assigned, as heretofore practiced and established at the discretion of the Department Head.

4. Dock Master Work Period

Dock Master shall be covered by the hour section of the contract but will have flex hours which shall be scheduled by the City Clerk and/or designee, which shall be subject to review by the Union President.

D. Bus Drivers

1a. Hours for Bus Drivers will be as follows:

The a.m. shift shall be seven (7) consecutive hours between 6:00 a.m. and 4:30 p.m.

The p.m. shift shall be seven (7) consecutive hours between 12:45 p.m. and 7:45 p.m.

Employees will bid shift assignments, by seniority in November to be effective the following January each year. The City may assign drivers within each shift.

The paratransit operation will be between 6:00 a.m. and 7:45 p.m.

The Saturday paratransit schedule will be based upon the needs of operation.

Part-time bus drivers shall be drivers who regularly work forty (40) hours per month in order to be eligible for benefits.

1b. Break for Bus Driver - There shall be a break for bus drivers on Saturday of one hour consistent with scheduled changes agreed to by management and the drivers.

2. For bus drivers there will be a three (3) hour minimum time for employees called out for emergency work paid at applicable overtime rates.

3. During snow emergency bus service will be determined at the discretion of the Department Head.

4. All other terms and conditions not covered in this section of the contract shall remain in full force and effect in accordance with the contract.

5. Procedures for emergency communication shall be agreed by the City and Union and be posted in all City buses and bus garage.

E. Urban Cultural Park Coordinator

The Urban Cultural Park Coordinator may work a flexible work schedule to require weekend work and flexible daily work hours. The work hours may be flexed so that the Urban Cultural Park Coordinator will not work in excess of 35 hours per week.

F. Summer Hours Building Safety

The workday for all clerical employees in the Building Safety Department shall be from 9 AM to 4 PM.

G. Summer Hours Police

The workday for all clerical employees in the Police Department shall be from 9 AM to 4 PM.

SECTION 4 - WORK SHIFT VARIANCE

The regular daily work shift and hours of employment shall not be altered except to meet emergency conditions. The normal work shifts shall be reinstated immediately upon the termination of the emergency.

SECTION 5 - TIMEKEEPING SYSTEMS

All employees will use a time clock (manual or electric) to record their time worked. The City has the right to implement an electronic timekeeping system to be used by all employees. The timekeeping system would require biometric and/or badge swipes to record attendance.

ARTICLE III
COMPENSATION

SECTION 1 - TITLES AND SALARIES

A. There is attached hereto and made part hereof as Schedule "A" the schedule of annual and per diem salaries which shall be paid for the type, class and grade of employment of the various categories of the employees.

SECTION 2 - COMPENSATION

A. The salaries for bargaining unit employees covered by this agreement shall be modified as follows:

Effective October 1, 2014 One and one quarter percent (1.25%) Wage increase
Effective January 1, 2015 One and one half percent (1.50%) Wage Increase
Effective July 1, 2015 One percent (1%) Wage Increase
Effective January 1, 2016 Two and one half percent (2.50%) Wage Increase

SECTION 3 - SHIFT DIFFERENTIALS

Shift differential shall be \$.90 per hour. Bus drivers shall not be entitled to shift differential. Effective January 1, 2008, the shift differential shall be twelve percent (12%).

SECTION 4 - INCREMENTS

Any employee to be entitled to an increment must have been in said employ for a continuous period of one (1) year and must appear on each and every payroll for at least six (6) days in each payroll period or be legally absent if he does not (such as the case of legitimately ill employee who has used up all his sick leave.)

SECTION 5 - LONGEVITY

Effective January 1, 2015

In the beginning of the 6th, 7th, 8th, 9th, 10th year: \$900 per year

In the beginning of the 11th, 12th, 13th, 14th, 15th year: \$1100 per year

In the beginning of the 16th, 17th, 18th, 19th, 20th year: \$1350 per year

In the beginning of the 21st, 22nd, 23rd, 24th, 25th year: \$1550 per year

In the beginning of the 26th, 27th, 28th, 29th, 30th year: \$1700 per year

31 years and over - \$2100 per year

SECTION 6 - PAY PERIODS

A. Employees Payroll Period

The payroll period for employees of the various departments under the jurisdiction of the Department of Public Works Recreation Department and City Hall shall be bi-weekly, and pay warrants issued to said salaried employees shall be distributed to them on the last Friday of said payroll period. If the last Friday falls on a holiday, then distribution of pay warrants shall be made on the

preceding work day. Distribution of pay warrants shall be made at 11:45 a.m. of the last Friday of the payroll period, or as soon after that time as possible.

B. Pay Period Scheduling

Notwithstanding the ending of the payroll periods of the employees, all employee payday shall coincide and be one and the same.

SECTION 7 - SALARY SCHEDULE ALLOCATION

A. New Employees

All employees hired shall be paid the minimum of the salary schedule applicable as classified.

B. Personnel Termination

Employees covered under this contract who terminate their employment of their own volition and subsequently rehired by the Employer, shall have the same rate of pay as any new employee.

Employees covered under this contract who terminate their employment of their own volition shall be paid their accumulated time, subject to the provisions of this agreement.

C. Employees Termination

Employees covered under this contract who are laid off through no fault of their own by the Employer, and are subsequently rehired for the same position previously held within one (1) year from the date of said layoff, shall receive the current salary for the position which was held when their services were terminated.

SECTION 8 - PREMIUM PAY

A. Overtime Pay

1. Bus Drivers and Waste Water Treatment Plant Employees

Bus drivers and Waste Water Treatment employees may accumulate in any year of the contract, no more than eight (80) hours compensatory time (120 hours of straight time). Any compensatory time in excess of 120 hours shall be paid in cash at time and one-half. The compensatory time earned within the calendar year, if not taken off in the calendar year, will be paid in cash at the end of the year. If the employee accumulates the maximum compensatory time, and thereafter uses compensatory time, the employee may not accumulate additional compensatory time up to the maximum. The current procedure for scheduling compensatory time off shall continue.

2. Employees Assigned to "Refuse Packers"

a. Motor Equipment operators and laborers assigned to "Refuse Packers" shall receive time and one-half (1-1/2) for all work on Saturday and/or Sunday except if the employee is absent without leave in a work week in which case time and one-half will be paid for all time worked over forty (40) hours.

3. All Employees

Employees will receive time and one-half (1-1/2) for hours worked, or any part thereof, in excess of the work day, and for all hours worked on Saturday and/or Sunday except if the employee is absent without leave in a work week in which case time and one-half (1-1/2) will be paid for all time worked over forty (40) hours.

4. Creditable Time

No employee will lose overtime except for illegal absenteeism. All paid leave including an unworked holiday shall be considered time worked for overtime purposes.

5. Holiday Work Credit

Any employee called out on a stated holiday shall be paid at the rate of time and one-half (1-1/2) in addition to holiday pay.

6. Work Schedule Change

An employee's regular starting or quitting time will not be changed on a day assigned extra work hours in order to avoid overtime. A change of shift or work week within a pay period may not be used to deprive an employee of overtime he would otherwise have earned in such pay period.

7. Call-In Pay

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

8. Bus Mechanic Stand-by Pay

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

B. Weekend Stand-by Crews

1. For Department of Public Works there shall be established a rotating seniority list for weekend stand-by crew. For the period December 1, through March 31, the crew shall consist of one (1) driver, one (1) laborer, one (1) supervisor and (1) foreman. Employees assigned weekend stand-by shall receive a stand-by stipend of Sixty (\$60) dollars, except that the foreman shall receive a stand-by stipend of One Hundred (\$100) dollars and shall be on stand-by on a weekly basis of Friday 3 pm to the following Friday 3 pm. Effective 1/1/09 the foreman's stand-by will be One Hundred Twenty-five Dollars (\$125) and effective 1/1/11 the foreman's stand-by will be One Hundred Fifty Dollars (\$150). From April 1, through November 30, there shall

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

In the Department of Recreation there shall be established a rotating seniority list for weekend stand-by crew. For the period December 1, through March 31, the crew shall consist of one (1) driver, one (1) laborer and one (1) supervisor. Each shall receive a stand-by stipend of sixty (\$60.00) dollars. From April 1, through November 30th, there shall be one (1) employee assigned to stand-by on a rotating seniority basis. Should no one accept the assignment to weekend stand-by, the first person on the list or the employee following the last employee on stand-by shall be assigned.

In the Department of Recreation there shall be established a rotating seniority list for weekend stand-by crew. For the period December 1, through March 31, the crew shall consist of one (1) driver, one (1) laborer and one (1) supervisor. Employees assigned weekend stand-by shall receive a stand-by stipend of Sixty (\$60.00) dollars, except that the supervisor shall receive a stand-by stipend of one hundred (\$100.00) dollars. From April 1, through November 30th, there shall be one (1) employee assigned to stand-by on a rotating seniority basis. Should no one accept the assignment to weekend stand-by, the first person on the list or the employee following the last employee on stand-by shall be assigned.

In the Department of Recreation, one employee shall be assigned weekend stand-by crew each weekend on rotating seniority basis.

2. Supervisors on weekend stand-by duty shall receive the same stipend as weekend stand-by crews for tour of weekend stand-by as stated in the preceding paragraph. Additionally, stand-by duty on other than a weekend basis shall be established by seniority whereby the supervisor shall first seek employees on a voluntary basis. If no employee volunteers, then assignment shall be made on the basis of seniority.

3. Motor Equipment Operators on weekend emergency stand-by duty shall be called for emergency duty before the labor/Miniature is called unless the supervisor on duty determines that the Motor Equipment Operator is not needed to do the work.

C. Rest Period

An employee who worked sixteen (16) hours in a twenty-four (24) hour period shall be entitled to a eight (8) hour rest period after the sixteenth hour before he returns to work. Should said eight (8) hour rest period as aforesaid extend into employee's regular workday, he shall be paid his normal daily rate of pay for whatever portion of said eight (8) hour rest period extends into his normal workday.

In the event there is uncompleted work beyond the 16 hours in any 24 hour period any employee may volunteer to work beyond said 16 hour limit, with the approval of the appropriate department head. All work performed beyond the 16 hours rule shall be paid at twice the daily hourly rate. At the end of the extended work period, the employee shall be entitled to the Rest Period Clause, as hereinbefore specified.

D. Rotation of Overtime

1. Department of Public Works

The Department Head shall maintain a seniority list which shall be used for the intent and purpose of this Article. In the event of overtime, such overtime shall be administered in an equal manner on a rotating basis within the various job classifications or positions and the seniority list so established in the Department shall be used for this purpose. Due to the specialized nature of the work and because of the familiarity with the job of the employees regularly assigned the sewer operation and the traffic control operation shall be extended from this provision.

2. Recreation Department

The Department head shall maintain a seniority list which shall be used for the intent and purpose of this Article. In the event of overtime, such overtime shall be administered in an equal manner on a rotating basis within the various job classifications or positions and the seniority list so established in the Department shall be used for this purpose.

If due to the specialized nature of work and because of the familiarity of the job of the employee regularly assigned, said employee shall be excluded from this provision.

3. City Hall

Due to the specialized nature of the work and because of the familiarity with the job of the employees regularly assigned in the various City Hall offices, said employees shall be excluded from this provision. However, the various Department Heads in the City Hall shall attempt to equalize the overtime, where applicable, on an annual basis.

4. Bus Drivers

The Department head shall maintain a seniority list for all full time bus drivers which shall be used for the intent and purpose of this Article. In the event of overtime, such overtime shall be administered in an equal manner on a rotating basis within the various job classifications or positions and the seniority list so established in the Department shall be used for this purpose.

The Department shall post such scheduling of all regular overtime and special charter overtime at both city hall and the bus garage.

5. Mistakes for call in

If an error or mistake is made on a call-out, the employee who was skipped shall be given the next available call-out and will receive no less than the number of hours missed.

SECTION 9 - UNIFORMS AND PROTECTIVE GEAR

A. Rain Gear

1. The Employer shall provide one set of rain gear per employee for all employees in the Department of Public Works and the Recreation Department.

2. For the employees of the City Hall, namely parking meter personnel, meter man, dog warden, housing code inspector engineering aide, plumbing

inspector and maintenance personnel, the Employer shall provide set of rain gear for each.

3. The employer shall replace all worn rain gear if such gear is turned in for replacement.

B. Uniforms and Safety Gear

1. For the Department of Public Works

The Employer shall provide, at no cost to the employees, for all employees, seven (7) sets of uniforms per week, as well as protective gear. Additionally, all mechanics, servicemen, welders shall receive two (2) additional 100% cotton overalls.

Uniforms - Per year of contract all affected employees have:

7 pairs of pants - choice of all cotton or polyester

7 long sleeve shirts - employee's choice of 100% Cotton or 50/50 blend

2 sweat shirts - Employee's choice of Hooded or Non-Hooded - employee's choice of 100% Cotton or 50/50 blend

7 short sleeve shirts - (Employees can opt for five (5) T-shirts instead of seven (7) short sleeve shirts. Employee's choice of 100% Cotton or 50/50 blend

Designated Employees:

All foreman - (5) 3 button down golf type short sleeve shirts. - employee's choice of 100% Cotton or 50/50 blend.

All mechanics shirts and sweatshirts will be dark in color.

If employment is terminated through removal or retirement, all uniforms issued, to said employee must be turned into the main office of department before last paycheck issued. It is understood that t-shirts do not have to be returned.

Temporary or seasonal employees will only receive 5 long or short sleeve shirts and 1 sweat shirt.

2. For the Recreation Department

The Employer will provide, at no cost to the employees, five (5) sets of uniforms per week, as well as protective gear for all maintenance personnel.

Designated Recreation Department Employees

(Rec. Leaders and Youth Advocates)

1 pair of short pants - 1 pair of coach's pants

2 pairs of sweat pants - 2 coach's shirts

2 sweat shirt - 3 T-shirts

Maximum of \$100 a pair of sneakers per year

3. Work Boots - All Maintenance Employees

Effective 1/1/11 the boot/shoe allowance shall be increased to \$150

The back-up dispatcher shall receive the boot/shoe allowance every other year.

Employees hired for temporary and/or seasonal employment who work less than six months per year will be responsible for providing footwear at their own expense.

4. For City Hall

The Employer will provide, at no cost to the employees for the parking meter personnel, meter man, dog warden, passenger bus operator and maintenance personnel, five (5) sets of uniforms per week. Additionally, bus drivers shall be provided two (2) sweatshirts, hooded or non-hooded at the employee's choice.

C. Responsibility of Rain Gear, Uniforms and Safety Gear

The items listed in the above Section 9-A and B will be issued under the following conditions:

1. Employees will have to sign for the items received
2. Employees will be responsible for the items which they receive.
3. Employees will be required to wear the uniforms and use the protective gear, unless the supply is exhausted or be subject to the following penalties:
 - a. The first time an employee does not have or use his protective gear or his uniform he will receive a verbal or written warning but will be allowed to work his regular shift.
 - b. The second time an employee does not use his protective gear or wear his uniform he will be sent home and lose a day's pay. The penalties listed above for employees not wearing or using protective gear may be imposed automatically without resort to Section 75 or the disciplinary procedure. It is expressly understood that nothing contained herein is meant to limit the employer from imposing discipline under Section 75 and any instance should the employer so choose.
 - c. Employees will not be allowed to wear their uniforms or protective gear outside of work except for travel time to and from work.

SECTION 10 - MEAL ALLOWANCES

An employee who works eight (8) hours of overtime on a holiday, or twelve (12) hours in a work day, Monday through Friday, shall receive a twelve dollar (\$12.00) meal allowance.

SECTION 11 - TOOL ALLOWANCE

Any employee holding the title of mechanic or garage foreman shall receive a tool allowance of two hundred (\$200.00) dollars per annum payable the first pay period in January in a separate check. The City agrees that if it requires mechanics to purchase special tools, the City shall purchase these special tools, which will remain the property of the City. Effective 1/1/09 the tool allowance

shall be increased to \$225.00 (two hundred twenty-five dollars). Effective 1/1/11 the tool allowance shall be increased to \$250.00 (two hundred fifty dollars). The tool allowance may, at each employee's choice, be obtained by a voucher system.

SECTION 12 - PERSONAL VEHICLES - MEAL REIMBURSEMENT

The City agrees to reimburse City employees who are required to drive their own vehicles on City business at the IRS reimbursement rate. The City agrees, where authorized by the Department Head and receipts are provided, the reimbursable meal allowance for employees traveling on approved City business more than thirty (30) miles from City Hall shall be as follows:

Breakfast	\$3.50
Lunch	\$5.00
Dinner	\$6.00

This provision shall not apply to seasonal employees.

ARTICLE IV

HOLIDAYS WITH PAY

SECTION 1 - HOLIDAYS WITH PAY

The following shall be paid holidays for all employees:

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

*This day shall apply to City Hall employees only, i.e. excluding Bus Drivers, Recreation Dept. employees and Board of Public Works employees.

Employees outside of City Hall will receive the Day after Thanksgiving as a floating holiday.

*****Effective November 2014 and forward, Election Day shall be a holiday only for employees outside of DPW.

Effective November 2014 and forward, Election Day shall be a floating holiday for employees in DPW.

SECTION 2 - RULES GOVERNING HOLIDAY PAY

A. Weekend Holidays

1. When Christmas and/or New Year's fall on Saturday, the holiday shall be observed on Friday.
2. When Christmas and/or New Year's fall on Sunday, the holiday shall be observed on Monday.
3. When Christmas falls on a Saturday, Sunday or Monday, the Christmas Eve day holidays shall be observed on the last week day before Christmas.

B. Eligibility

1. All employees shall be paid for the above-named holidays unless the employee is absent without leave the day before or the day after the holiday falls. The employee must be a steady and regular employee, working continuously being on each and every payroll for not less than six (6) days out of each payroll period or legally absent.
2. If any of the above holidays fall within the employee's vacation, said employee will be allowed the extra day or half day, with pay.

C. Absence Without Leave Defined

For all purposes any employee shall be considered absent without leave unless on sick, personal or funeral leave, on vacation, on the holiday, on build up time, out under compensation, or on any other legally declared day off by the Employer.

ARTICLE V

VACATION WITH PAY AND SCHEDULING

SECTION 1 - RULES AND APPLICATION

- A. The following vacation schedules shall be applicable for all employees covered under this contract without regard to grade or rank and all such vacation time shall be taken in each calendar year (Jan. 1 - Dec. 31) during the term of this contract except that vacation may be rescheduled in the following year in the event management finds scheduling impracticable, an emergency or illness.
- B. Overtime shall not be counted in figuring earned vacation.
- C. All holidays that the employee is eligible for shall be considered working days for earned vacation.
- D. Any employee entitled to earned vacation with pay as outlined below who is laid off due to lack of work, shall be entitled to the amount of vacation based on the number of years of service of the employees.
- E. If an employee's vacation period includes any holiday that the employee is eligible for, then said employee shall be allowed the extra day with pay and said extra day shall be taken at the discretion of the Department Head.

F. Earned vacation with pay for the employees of the Department of Public Works shall be taken at the discretion of the Superintendent, the Engineering Department employees at the discretion of the City Engineer, the Recreation Department employees at the discretion of the Superintendent, and City Hall employees at the discretion of the individual Department Heads.

G. All earned vacation time shall be paid an employee, his estate, or his beneficiary upon termination of employment or death, as the case may be.

H. Upon request of the employee, the Employer shall issue, by separate check, on the payday preceding vacation utilization, vacation pay. The employee must give, for payroll purposes adequate prior notice to his Department Head.

SECTION 2 - VACATION SCHEDULE

A. New hires shall not receive vacation in the first (1st) year of employment. Said employee shall receive ten (10) days vacation on January 1st of the year following the employee's hiring date.

B. Vacation Schedules For All Employees After the First Calendar Year

All employees in their second calendar year of employment shall be entitled to the following vacation:

1. One (1) year up to and including four (4) years of continuous service, ten (10) working days vacation.
2. Five (5) years up to and including eight (8) years of continuous service, fifteen (15) days vacation.
3. Nine (9) years up to and including fourteen (14) years of continuous service, twenty (20) working days vacation.
4. Fifteen (15) years or more of continuous service, twenty-five (25) working days vacation.

C. Selection of Vacation Time

Seniority shall be the basis for the selection of vacation time. Requests for vacation must be submitted no later than May 15th in each calendar year. Exchange of vacation between and among employees will be allowed provided that such exchange does not conflict with the work schedule.

In the event the Department Head finds scheduling is impracticable, unused vacation can be put over to the following year.

Each employee will be allowed to carry over up to ten (10) days vacation to the next year. The carried over vacation must be used in the year following that in which it was earned.

ARTICLE VI

LEAVES WITH PAY

SECTION 1 - SICK LEAVE

A. Sick Leave Credit and Eligibility

1. All employees will receive one (1) day sick leave credit for each month worked, that said employees appear on each and every payroll in the preceding month and has worked at least six (6) days in each payroll period or has been legally absent for time missed in excess of four (4) days during any given payroll period.
2. All employees with earned sick leave to their credit will be paid for absence due to injury, disability or incapacity not contracted in the performance of duty provided said employee submits evidence of his injury or illness in the form of a written report from the attending physician giving diagnosis, pertinent facts describing the disability, injury or illness, certifying that the employee's condition prevents performance of duties and stating the probable duration of disability.
3. In computing sick leave credit, holidays, vacation and legal absences, shall be counted as continuous employment.
4. If an employee of any of the departments covered under this contract is promoted or transferred to another department under this contract, and the employee has earned accumulated sick leave with pay to his credit, this earned sick leave with pay shall stand to his credit in the department he/she transferred from, for one (1) year from date of transfer or transferred to the department in which the employee transferred to.5. Sick leave will be granted for employees under authority of the same Department Heads as provided in Article V. Section 1. G (Vacation).

B. Sick Leave Accumulation

1. This sick leave credit shall be accumulated after each month of regular and continuous employment at the rate of twelve (12) days per year accumulative to a maximum of one hundred fifty-five (155) days provided that none of the previously earned accumulated sick leave with pay has been used during the years it was being accumulated. Those employees who, as of May 1, 1994 have accumulated more than 150 days shall be permitted to accumulate up to a maximum of one hundred ninety (190) days. If any of those employees fall below 155 days, those employees may accumulate only up to a maximum of 155 days. Employees hired after January 1st, 1998 may accrue up to a maximum of 145 days.

However, effective October 1, 2014, all employees shall be permitted to accumulate up to 200 days, but any additional accumulation above the number of days listed above, pursuant to each employee's date of hire, shall only be used for the employee's illness and/or injury and shall not be calculated toward any payout upon separation from employment.

2. Any employee who has been regularly and continuously employed and has accumulated the maximum days earned sick leave with pay, this sick leave will stand at the maximum days until such time as said employee finds it necessary to use whole or part of this accumulated sick leave. If some of the maximum days are used, the employee will begin again to accumulate sick leave at the rate of one (1) day per month until such time as he has again accumulated the maximum accumulative day.

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

C. Use of Sick Leave

1. Employees will be granted three (3) days sick leave without a doctor's certificate provided an employee has a minimum seven (7) days sick leave to his credit, and provided that said employee calls in before the regularly scheduled starting time on the day he is to be absent, or in the case of an extreme emergency, as soon as possible on the day he/she is to be absent. The employee must call-in and notify the appropriate department prior to the start of his/her shift. However, in the event a pattern of abuse is evident a doctor's certificate may be required at any time.

Employees with seven (7) days or less of sick leave accruals, must submit a doctor's certificate for each day of absence. New employees who have not yet worked long enough to have built up seven (7) days sick leave will be allowed a maximum of two (2) three (3) days illnesses without a doctor's certificate in a ten (10) month period. This amounts to six (6) days in any combination. The Employer will not deduct these days from the new employees' sick leave credits. In effect, the new employee would be borrowing sick leave credits from that which he will be eligible for in the months subsequent to this tenth (10th) month of employment. For whatever amount of sick time the new employee actually used, said employee will be charged sick leave earned for that number of months worked, after this tenth (10th) month. This specifically covers illness without a doctor's certificate only. An employee who is ill and furnished a doctor's certificate is limited only by the amount of sick leave which he has to his credit.

2. The City of Kingston, at its discretion and cost, may require an employee who was absent on extended sick leave, or who is returning to work from disability or Workers' Compensation Leave to be examined by a physician designated by the City before the employee is permitted to return from sick leave. The employee must provide the City with two weeks' notice prior to returning to work so that the necessary medical examination may be scheduled. If the medical examination cannot be scheduled within the two week period, the employee shall be restored to the payroll at the end of the two week period.

3. An employee covered under this contract who is injured in the performance of his duties and is not absent the number of days required for receiving compensation payments, earned sick leave with pay which

he has accumulated, shall NOT be paid to said employee unless special dispensation shall be granted the Employer to do so by the State Compensation Board. If such a special dispensation is allowed and payment is made from the employee's accumulated sick leave, should that employee's case be re-opened at any time by himself or the Compensation Board and said employee receives compensation payments covering the period previously paid by the Employer from his sick leave said employee shall reimburse the Employer for the amount which he was paid according to the payroll records of the Employer upon which reimbursement the employee will be recredited for sick leave used.

4. If an employee has earned sick leave with pay and he is then laid off due to the lack of work or seasonal employment, this earned sick leave shall stand to this credit, if he is re-hired within one (1) year from the date of his being laid off, otherwise it is automatically canceled.

5. Sick leave accumulated by the employee shall be paid to that employee upon his separation from service with the Employer. The employee must give the Employer thirty (30) days notice of separation. For budgeting purpose, a one (1) year notice requirement is necessary in the case of retirement, or the retired employee may have to wait up to one (1) year from the date of notification to be paid for accumulated sick leave if not giving one (1) year of notice. This clause shall not apply to employees dismissed for cause. For employees hired after May 1, 1994, shall be eligible for unused sick leave only upon retirement. However, any employee, regardless of hire date, subjected to layoff, shall be paid for all accumulated sick leave, pursuant to Article 6, Section 1B(1), at the time of the layoff.

6. If an employee dies, all of the employee's accumulated sick leave will be paid to the employee's beneficiary.

D. Extended Sick Leave

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

SECTION 2 - PERSONAL LEAVE

1. Employees will be granted three (3) personal leave days per year. Employees must request personal leave forty-eight (48) hours in advance, except in cases of extreme emergency. All new hires shall receive personal leave on a pro-rata basis during their first year of employment.

- a. For the Department of Public Works employees, if, in an extreme case, a request for an additional personal leave is denied, and the employee requesting it feels the denial is unjust, the employee has the guaranteed right to communicate directly with, or appear personally before the Board of Public Works as an individual or through the Union so as to explain his need for personal leave. If the Board of Public Works should decide in his favor, said employee will be reimbursed.
- b. For Recreation Department employees, if, in an extreme case, a request for additional personal leave is denied, and the employee requesting it feels that denial is unjust, the employee has the guaranteed right to communicate directly with, or appear personally before the Recreation Commission as an individual or through the Union so as to explain his need for personal leave. If the Recreation Commission should decide in his favor, said employee will be reimbursed.
- c. For City Hall employees, if, in an extreme case, a request for additional personal leave is denied, and the employee requesting it feels the denial is unjust, the employee has the guaranteed right to communicate directly with, or appear personally before the Mayor or his designated representative(s) as an individual or through the Union so as to explain his need for personal leave. If the Mayor or his designated representative(s) should decide in his favor, said employee will be reimbursed.
- d. If an employee takes a day off and has no leave credits on the books the employee will be subject to disciplinary action under Section 75 of the Civil Service rules and regulations.

SECTION 3 - BEREAVEMENT LEAVE

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

SECTION 4 - FUNERAL LEAVE

1. Time off for funerals of a person other than an immediate family, as defined in bereavement leave shall be granted at the discretion of the Department Head.

SECTION 5 - UNION BUSINESS LEAVE

The Employer shall grant an aggregate total of ten (10) working days per year unit-wide for use to the designated Union representative(s) to attend

statewide Union conventions and Union conference activates. The Union shall notify the Employer of employees so designated.

In addition, up to ten (10) employees will be granted release time to attend a quarterly shop steward meeting, with advanced notice to the City.

SECTION 6 - LEAVE USAGE

For City Hall employees only: Convert all accruals to hours and all accruals can be taken in hours except vacation, which may be taken in half days. For all other employees, sick days, personal, comp days shall be taken in half days - vacation days shall be taken in whole days.

ARTICLE VII

PENSIONS AND INSURANCE

SECTION 1 - RETIREMENT

All employees shall be covered by the improved 1/50th Retirement Plan and Death Benefit of the New York State Employees' Retirement System under Section 75i.

SECTION 2 - HOSPITALIZATION

A. All employees shall be entitled to the Empire Hospitalization Plan and/or the HMO option for himself and his eligible dependents, which will be provided by the Employer.

B. All employees shall contribute no more than ten percent (10%) and in no event more, than five hundred dollars (\$500 cap) toward the cost of their medical coverage, based on actual, not projected cost. Any employee who has contributed more than \$500.00 in 2003 shall receive a refund for the amount over \$500.00. Payments will be \$500.00 divided by 26 paychecks equally for all contributing members of CSEA toward their health insurance.

1. Effective January 1, 2008, the City shall offer MVP Co-plan 25 with \$5/\$20/\$40 drug card. Employees shall be reimbursed in 2008 to the MVP Co-plan 15 co-pays. Employees shall be reimbursed in 2009 to the MVP Co-plan 20.

2. Employees who select MVP will contribute annually towards their health insurance as follows:

2011	\$600
2015	\$800
2016	\$1000

3. The City shall continue to offer the Empire Plan.

Employees who select the Empire Plan shall contribute annually as follows:

2011	\$800
2015	\$900
2016	\$1000

4. Effective January 1, 2008, the City shall eliminate GHI as an option to new employees. For those current employees who wish to remain in GHI they shall contribute the same as employees who elect Empire Plan.

5. Where two (2) employees both work for the City, the City shall offer either two individual plans, or one family plan and a buy out.

6. If a health insurance carrier eliminates or changes a benefit or co-pay, or changes benefits, the City shall not be responsible for those changes.

C. Retiree health insurance coverage for employees and current retirees, the City agrees to continue to pay the full cost of individual health insurance coverage and fifty percent (50%) of the cost of dependent health insurance coverage plans for all former members of the bargaining unit who have retired and for members of the bargaining unit who retire from the City with at least ten (10) years of service.

D. Health Insurance Buy-Out Option - The City shall provide a yearly Health Insurance Buy-Out Option to all employees of the Bargaining Unit. Employees who have single coverage enrollment shall be eligible for a payment of \$1500. Employees who have family coverage enrollment shall be eligible for a payment of \$3000. Retirees having single coverage enrollment shall be eligible for a payment of \$1500.

Health insurance buyouts listed above shall be paid quarterly beginning January 1, 2015 and shall be paid the first pay period in the beginning of each quarter (January, April, July and October) beginning in January of each year.

Retirees who select MVP Gold will receive a \$250 bonus.

E. Employees on unpaid leave of absence for other than medical reasons shall not receive health insurance.

SECTION 3 - DENTAL PLAN

All employees shall be entitled to the Guardian Dental Plan for themselves and their eligible dependents which will be provided by the Employer, at no cost to the employees.

SECTION 4 - OPTICAL PLAN

All employees shall be entitled to the Guardian Optical Plan for themselves and their eligible dependents which will be provided by the Employer, at no cost to the employees.

SECTION 5 - DISABILITY INSURANCE

Effective January 1, 1986, the City shall provide Disability Insurance for all employees in the bargaining unit.

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

SECTION 6 - EMPLOYEE ASSISTANCE PROGRAM

There shall be established an employee assistance program, the cost of which shall be borne by the employer, and the administration of which shall be discussed with the employee unit.

ARTICLE VIII

ADMINISTRATION RIGHTS

SECTION 1 - REPRESENTATION

1. The Employer recognizes the right of the employee represented by the Union to designate representative of the Union to appear in their behalf in negotiations as to working conditions, grievances, and as to the terms and conditions of written agreements covering employment and the terms thereof.

The Employer further recognizes the right of the Union to communicate directly with its member employees during working hours only in cases of extreme emergencies and only so long as such discussions shall not interfere with the carrying out by said employees of their regular duties.

2. Officers of the Union who have been designated by it to affect adjustment of grievances or assist in the administration of this agreement shall be allowed a reasonable amount of time free of their regular duties to carry out such obligation, but always provided such work is not interfering with the regular duties of such employee.

SECTION 2 - BULLETIN BOARDS

The Employer agrees to make available bulletin boards at all appropriate work locations and/or place of assembly of the employees. The number, size and location to be decided jointly by the appropriate Employer representative and a representative of the Union. Such bulletin boards shall be for the exclusive use of the Union for announcement of meetings, posting of Union bulletins, election notices, posting of vacancies and job openings for any and all matters relating exclusively to Union business.

SECTION 3 - GRIEVANCE PROCEDURE

A. Right of Representation

1. When requested by an employee, the President of the Union or his designated representative may assist in the presentation of an alleged or actual grievance with reasonable amount of time off during working hours without charging to other accumulated leave credits.

2. If the employee elects to present his own grievance without the assistance of the Union, the Employer agrees to permit a representative of the Union to be present at any and all meetings to be held in connection with the representation of such grievance and to decide the issue. The representative of the Union shall be granted the necessary time off without charge to accumulated leave credits.

B. Procedure

The term "Grievance" shall mean a claimed violation, misinterpretation or inequitable application of the provisions of this Agreement. Grievances shall be processed as follows:

Step 1 - The Union shall submit a written grievance, within thirty (30) calendar days of its occurrence or when the Union should have known of the occurrence to the department head, who shall render a written decision within ten (10) calendar days.

Step 2 - If the Union is not satisfied with the department head's decision, or if no response is received, the Union shall submit the grievance, within ten (10) calendar days of receipt of the department head's decision, or within ten (10) calendar days when the department head's decision should have been received, to the Mayor, who shall render a written decision within ten (10) calendar days.

Step 3 - Step 3 - If the Union is not satisfied with the Step 2 decision, or if no response is received, the Union may file a demand for arbitration within thirty (30) days of receipt of the Step 2 decision, or within thirty (30) days of when the Step 2 decision should have been received, with the City. The parties will select an arbitrator from the following panel:

Tom Hines

Jay Siegel

Sheila Cole

The time limit set forth herein may be extended by mutual agreement, in writing.

The arbitrator shall not have the power to amend, modify or alter any terms and/or conditions of this Agreement, nor shall any decision he may render oblige either party to amend, modify or alter any terms and/or conditions of this Agreement. The decision of the arbitrator shall be final and binding on both parties. The parties agree to share mutually the cost of the arbitrator.

ARTICLE IX

LABOR/MANAGEMENT RELATIONS

SECTION 1 - LABOR/MANAGEMENT COMMITTEE

A. Three (3) Labor/Management Committees, one (1) from the Department of Public Works, Recreation Department and City Hall shall be established to periodically meet and review problems of mutual concern to either party and to recommend changes in any procedure, operation or the implementation thereof. These Committee meetings shall take place after working hours and the scheduling for these meetings will be subject to a five (5) day notice served by either party on the other.

B. Each committee shall be composed of two (2) members appointed by the Union and two (2) members appointed by the Employer, plus one (1) member mutually agreed upon by both the Union and the Employer.

C. The Employer and/or Union shall, with the consent of the other, be empowered to call meetings of the Unit Representative, Unit President, Employer Representative and effected employees as determined by the employee unit, to meet and confer on the procedures or practices of any administered term or condition of this agreement. Should these meetings result in unanimous consent of problems discussed and such result in a written memorandum, said memorandum shall have the full force and effect of this contract.

SECTION 2 - IN-SERVICE TRAINING PROGRAM

The Employer agrees to institute an In-Service Training Program whereby all eligible employees shall be given on the job training on all equipment used by the Employer for the purpose of preparing said eligible employee for advancement. The department shall determine scheduling of applicable training to suit the needs of the department during the regular work day. Employees may receive overtime for training at the discretion of the superintendent or department head.

SECTION 3 - TUITION REIMBURSEMENT

Any employee who desires to undertake courses of study which are job related shall upon the approval of the City receive full reimbursement for tuition and

books provided the employee successfully completes the course, and provided that the City Council has appropriated the necessary funds.

An employee who receives tuition reimbursement shall remain employed by the City for a period of three (3) years from the completion of the course. If the employee leaves employment within the three (3) year period, the employee shall reimburse the City for monies paid by the City.

SECTION 4 - LUNCH/LOUNGE ROOM

The City agrees to set up a Joint Labor/Management committee to find a site to provide a lunch/lounge room for all City employees in all City departments.

ARTICLE X

RIGHTS OF EMPLOYEES

SECTION 1 - NON-DISCRIMINATORY - NON-REPRISAL RIGHTS

A. Right of Membership

1. Any employee covered by the provisions of this agreement shall be free to join or refrain from joining the Union without fear of coercion, reprisal or penalty from the Union or its agents.

2. Employees may join or refrain from joining or take an active role in the activities of the Union without fear of coercion, reprisal or penalty from the Employer or its agents.

B. Right of Independent Action

An employee may bring matters of personal concern to the attention of the Employer's representative and officials in accordance with applicable laws and rules and may choose his own representatives to, or unilaterally, present a grievance for appeal proceedings, except that the Union must be present at all such proceedings, and it must be informed immediately of any decisions surrounding such case.

SECTION 2 - TENURE

All employees in the labor and non-competitive classes after one (1) year of employment, shall be accorded the same rights and privileges that competitive class employees receive under the provisions of Section 75 of the Civil Service Law as it relates to removal and suspension. Employees who are terminated under Section 75 of the Civil Service Law for cause, shall not be paid for any leave accruals.

SECTION 3 - SENIORITY

For the purpose of this contract, seniority shall be determined from the date of first hire by the employer, and so long as the employee continues in City employment. Seniority shall be the factor for assigning overtime, vacations, working out of title, promotions,* transfers, layoffs and recalls. Seniority shall not be a factor for filling laborer classification vacancies in the Department of Public Works and the Recreation Department.

*The City shall have the right to select one of the two most senior employees (1 out of 2) with regards to promotions to the positions above laborer within the Department of Public Works and Recreation Department. Competitive class employees shall be in accordance with Civil Service rules and regulations (1 out of 3).

SECTION 4 - PROMOTIONS AND TRANSFERS

A. Notice of Vacancies

1. The President of the Union shall be notified immediately of any vacancy or new position to be filled.
2. This notice shall be given to the President of the Union at least two (2) days prior to the posting of such vacancy or new position, and the posting shall remain on the bulletin boards for at least ten (10) days prior to the filling of such new or vacant position.
3. Appointments to the positions in the competitive class shall be in accordance with Civil Service rules and regulations. (One out of three).
4. In the event such vacancies or new positions are of the competitive nature, requiring written examinations, the Employer agrees to request a promotional examination from the Kingston City Civil Service Commission or successor thereof in order to give the present employees of the Employer an opportunity to compete for the same. The Employer agrees to notify the President of the Union of the person so appointed to such vacancy or new position simultaneously with the assignment of the employees.

B. Transfers

Any employee transferred to another Department shall be with the consent of the employee effected thereby.

C. Managerial Promotion

If any employee is elevated to a position of management and then decides to return within one (1) year of said date of elevation to his original status in the non-managerial area, the employee shall return to this original position with the full seniority status as though he had not left the original employment.

D. Out-of-Title Work Clause

No person shall be employed under any title not appropriate to the duties to be performed and no person shall be assigned to perform the duties of any position unless he or she has been duly appointed or promoted to such position in accordance with the provisions of the Civil Service Law. Any employee assigned temporarily to perform duties of a higher classification, in an emergency situation, shall be compensated at a higher rate of pay. All employees, upon assignment by their supervisors, shall perform duties normally assigned to lower classifications, and when doing so shall be paid at their normal rate.

SECTION 5 - EXTENSION OF VACATION, LONGEVITY, AND INCREMENT

RIGHTS

If an employee has used up his earned vacation and sick leave, with pay, and he then furnishes the Employer a doctor's certificate stating that the employee is not fit to return to his work, his rights as to vacation, with pay, longevity and increments of pay shall not be forfeited. This extension of rights shall be for only a specified length of time, not greater than one (1) year, as the employee may in each case, determine, and the employee upon reporting back to work should present the doctor's certificate stating that said employee is fit to resume his duties. This extension of rights shall apply to only those employees who have worked continuously for twenty-four (24) months or more previous to their illness.

SECTION 6 - LAYOFFS

A. Competitive Classification

When an employee in a competitive civil service classification is laid off due to a reduction in the work force, such lay off shall be implemented pursuant to the procedures of the rules and regulations of the Kingston Civil Service Commission and the Civil Service Law.

B. Non-Competitive and Labor Classification

When an employee is in the non-competitive or labor classification is laid off due to a reduction in the work force, such employee shall be permitted to exercise his/her seniority rights within the Department he/she is currently working to bump (replace) an employee with less seniority. Such employee may bump any employee in the same job classification within the Department he/she is currently working, provided the bumping employee has greater seniority and is able to perform the work required.

When additional help is required, the employee so laid off in accordance with preceding section shall be the first employees called back on the basis of their seniority; that is, the last one laid off will be the first one called back. The Employer agrees to notify the employees recalled by Registered Letter, with a copy of same to the President of the Union, giving the recalled employee at least five (5) days to reply to the recall letter. In the event the recalled employee fails to report as specified herein, such failure shall be considered a declination by said employee. All employees laid off in accordance with the preceding paragraph will be offered an opportunity to return to employment for a maximum of two (2) years from the date of the layoff, if such condition should prevail before the Employer will recruit from the general public.

C. Additional Bumping Rights

After exhausting the rights in provisions A and B above, an employee subjected to layoff shall be permitted to bump the least senior employee from a position that was previously held by the employee subjected to layoff, providing the employee is more senior than the employee being bumped. The employee

being bumped shall have this same right and this bumping process shall continue until the least senior employee is ultimately laid off.

ARTICLE XI

CITY HALL EMERGENCY CLOSING

In the event that it becomes necessary for management to declare that City Hall must be closed due to an emergency, the fact that City Hall employees do not work shall not be deemed to provide an equal amount of time off for DPW, recreation or sewage treatment plant employees or bus drivers.

ARTICLE XII

COMPATIBILITY WITH LAW

A. Past Practice

All existing rules and regulations of the Employer not inconsistent herewith shall remain in full force and effect and may be further added to or subtracted from as the Employer may in their uncontrolled judgment determine from time to time.

B. No Strike Provision

The Union acknowledges pursuant to Section 210 of the Civil Service Law of the State of New York and the public employees so presented by it and the Union itself agree not to engage in strikes against the Employer and further agree not to cause, instigate, encourage, or condone such strikes and pledges for itself and its membership that it will not engage in strikes nor any activity which will or may tend to cause, instigate, encourage or condone a strike, slow down, or other activity which will have similar or like effect.

C. Mandated Provision of the Law

Notice, as provided by Section 204A of the Civil Service Law as amended: "IT IS AGREED BETWEEN THE PARTIES THAT ANY PROVISIONS OF THIS CONTRACT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF THE LAW OR TO PROVIDE THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL."

ARTICLE XIII

DUE PROCESS HEARING PROCEDURE

Where, because of statutory mandate (i.e., Section 71 and/or Section 73 of the New York Civil Service Law) or judicially imposed mandate, the Employer is required to hold a due process hearing, the procedure utilized by the Employer shall be as follows:

1. The Employer and Union will mutually appoint an arbitrator or hearing officer who shall have the authority to receive testimony and evidence, issue subpoenas and issue an opinion and award. If the

parties are not able to agree on an arbitrator, PERB will be contacted; and in all cases, the rules of PERB shall apply.

2. This Article shall not apply to administrative matters, including, but not limited to grievances and arbitrations.

ARTICLE XIV

FAMILY AND MEDICAL LEAVE OF ABSENCE POLICY

SECTION 1 - PURPOSE

To outline the conditions and procedures under which an employee may request time off for a limited period, as required by the federally enacted Family and Medical Leave Act ("FMLA").

SECTION 2 - DEFINITIONS

A. "Family and/or medical leave of absence" shall be defined as an approved absence available to eligible employees for up to twelve (12) weeks of leave per year under particular circumstances. Leave may be taken:

*Upon the birth of the employee's child;

*Upon placement of a child with the employee for adoption or foster care;

*When the employee is needed to care for a child, spouse or parent who has a serious health condition; or

*When the employee is unable to perform the functions of his/her position because of a serious health condition.

NOTE: that an employee's entitlement to leave for the birth, adoption or placement for foster care expires at the end of the 12 month period beginning on the date of birth or placement unless the Employer permits a longer time.

B. "A serious health condition" will be defined as any illness, injury, impairment or physical or mental condition that involves (but may not be limited to) the following:

1. Any period of incapacity or treatment in connection with, or following, inpatient care in a hospital, hospice or residential medical care facility; or

2. Any period of incapacity that requires absence from regular daily activities of more than three (3) days and that involves continuing treatment by (or under supervision of) a health care provider.

C. "Leave" time may be paid or unpaid, see discussion below.

SECTION 3 - RESPONSIBILITY

Each department head is responsible for ensuring that this policy is communicated to the employees. Questions regarding the intent and interpretation of this policy shall be directed to the Office of the Corporation Counsel.

SECTION 4 - SCOPE

The provisions of this policy shall apply to all covered family and medical leaves of absence for any part of the twelve (12) weeks of leave to which the employee may be entitled.

SECTION 5 - ELIGIBILITY

To be eligible for leave under this policy, an employee must have been employed for at least twelve (12) months and must have worked at least 1250 hours during the twelve month period immediately preceding the commencement of the leave.

SECTION 6 - LEAVE OF ABSENCE: PAID OR UNPAID

- A. For the adoption, or birth or care of child, parent or of a spouse, an eligible employee must use accrued vacation, personal leave time and sick time.
- B. For an eligible employee's own serious health condition, the employee must use all accrued leave time, including accrued sick leave.
- C. In the event the eligible employee has no accrued leave to his/her credit, the leave provided under this policy will be unpaid.

SECTION 7 - EXTENSION OF LEAVE

In the event an employee requires leave in excess of the 12 week maximum described herein, the department head, at the department head's discretion, may provide additional leave. The employee will be responsible for their medical coverage during any extended leave.

SECTION 8 - PERMISSION AND DOCUMENTATION

- A. The Employer will require medical certification to support a claim for leave for an employee's own serious health condition or to care for a seriously ill child, spouse or parent. For the employee's own medical leave, the certification must include a statement that the employee is unable to perform the functions of his/her position. For leave to care for a seriously ill child, spouse or parent, the certification must include an estimate of the amount of time the employee is needed to provide care.

The Employer may require a second medical opinion and obtain periodic recertification (at its own expense) only when the Employer has reason to doubt the initial medical certification.

If the first and second opinions differ, the Employer, at its own expense, may require the binding opinion of a third health care provider, approved jointly by the Employer and the employee.

- B. If medically necessary for a serious health condition of the employee of his/her spouse, child or parent, leave may be taken on an intermittent basis. Intermittent leaves are not permitted for birth or adoption, unless otherwise agreed upon by the parties.

- C. Spouses who are both employed by the Employer, are entitled to a total of twelve (12) weeks of leave (rather than twelve (12) weeks each) for the birth or adoption of a child or for the care of a sick parent.

SECTION 9 - NOTIFICATIONS AND REPORTING REQUIREMENTS

A. When the need for leave is foreseeable, such as the birth or adoption of a child, or planned medical treatment, the employee must provide reasonable prior notice, and make efforts to schedule leave so as not to disrupt operations of the Employer. In cases of illness, the employee will be required to report periodically on his/her leave status and intention to return to work.

B. The term "reasonable prior notice" shall mean "not less than thirty (30) days notice or as soon as practicable."

SECTION 10 - COVERAGE

A. Family leaves may be granted for up to twelve (12) weeks during any twelve (12) month period.

B. The Employer may deny reinstatement to an employee who fails to produce a "fitness-for-duty" certification to return to work. This requirement applies only where the reason for the leave of absence was the employee's own serious health condition.

C. Employees on authorized family leaves will be covered for those medical, dental, and other health insurance benefits (with the exclusion of any employee contributions, which must begin prior to family leave) under which they were covered prior to their leave.

D. In the event that an employee elects not to return to work upon completion of an approved unpaid leave of absence and the employee so notifies the Employer, the Employer may recover from the employee the cost of premium paid to maintain the employee's health insurance coverage, except when the family and medical leave is paid.

SECTION 11 - PROCEDURES

A. Completion of Request for Family and Medical leave of Absence Notice:

A request for Family and Medical Leave of Absence must be originated in duplicate by the employee utilizing the approved form. This notice should be completed in detail, signed by the employee, submitted to the department head for proper approval, and forwarded to the Department of Civil Service. If possible, the notice should be submitted thirty (30) days in advance of the effective date of the leave.

B. All requests for family and medical leaves of absence due to illness will include the following information:

Sufficient medical certification stating:

1. The date on which the serious health condition commenced;
2. The probable duration of the condition;

3. The appropriate medical facts within the knowledge of the health care provider regarding the condition.
- C. In addition, for purposes of leave to care for a child, spouse, or parent, the medical certification should give an estimate of the amount of time that the employee is needed to provide such care.
- D. For purposes of leave for an employee's own illness, the medical certification must state that the employee is unable to perform the functions of his/her position.
- E. In the case of certification for intermittent leave for planned medical treatment, the dates on which such treatment is expected to be given and the duration of such treatment must be stated.

SECTION 12 - RETURN TO DUTY

An employee returning from leave as covered by this policy is entitled to the same position held when leave began.

SECTION 13 - EFFECT OF LABOR AGREEMENT

It is the intent of the Employer to provide the standards as articulated in the federal FMLA and as detailed herein.

SECTION 14 - CHANGE IN POLICY

The City reserves the right to modify this policy as necessitated by law.

ARTICLE XV

ALCOHOL AND DRUG TESTING PROCEDURE

SECTION 1 - FEDERAL MOTOR CARRIERS SAFETY ADMINISTRATION (FMCSA)

1.1 Compliance with all FMCSA Regulations: Title 49 CFR Parts 40, 382, 391, 392, 395, as they pertain to employees who operate commercial motor vehicles in interstate or intrastate commerce, which are required to be operated by a holder of commercial drivers license (CDL) or operate vehicles that are designed to transport sixteen (16) or more passengers, including the driver or are used to transport hazardous materials and are subject to commercial drivers license requirements, 49 CFR Part 383. Where applicable, the Employer's Substance Abuse Testing Program shall be in compliance with and, unless mutually agreed to by the Union shall not exceed the FMCSA regulations.

1.2 Implementation Date of FMCSA Regulations: The Substance Abuse program and its procedures were updated and implemented on July 15, 2010. Any and all updates or changes in regulations will be implemented upon effective date.

SECTION 2 FEDERAL TRANSIT ADMINISTRATION (FTA) REGULATIONS

2.1 Compliance with all FTA Regulations: Title 49 CFR Parts 40 and 655 as they pertain to employees operating a revenue service vehicle, non-revenue service vehicles which are required to be operated by a holder of commercial drivers license (CDL), controlling dispatch or movement of revenue service vehicles, maintaining a revenue service vehicle or equipment used in revenue service or carrying a firearm for security purposes. Where applicable, the Employer's Substance Abuse Testing Program shall be in compliance with and unless mutually agreed to by the Union, shall not exceed the FTA regulations.

2.2 Implementation Date of FTA Regulations: The Substance Abuse program and procedures were updated and implemented on July 15, 2010. Any and all updates or changes in regulations will be implemented upon effective date.

SECTION 3 THE DRUG-FREE WORKPLACE ACT OF 1988

3.1 Compliance with the Federal Drug-Free Workplace Act of 1988: Where applicable, the Employer's Substance Abuse Program shall be in compliance with and unless mutually agreed to by the Union, shall not exceed the Federal Drug-Free Workplace Act of 1988, Title 49 CFR Part 32 as they pertain to all recipients of Federal grants. As a recipient of Federal grants, the City must comply with the requirements of the Drug-Free Workplace Act of 1988. Any and all updates or changes in regulations will be implemented upon effective date.

3.1.A All CSEA Bargaining Unit employees shall be subject to drug and alcohol testing upon a determination that "reasonable suspicion: exists, pursuant to this procedure.

SECTION 4 NOTICE OF REQUIREMENTS

4.1 Employer's Policy: The Employer shall promulgate a policy on the policy and procedures to each covered employee and the Union. The term "prohibited drugs" means marijuana/THC, cocaine, opiates (including heroin), amphetamines (including methamphetamine, methylenedioxymethamphetamine (MDMA)), and phencyclidine (PCP). At a minimum, the policy shall include detailed provisions on alcohol concentration, alcohol possession, on-duty use of alcohol, pre-duty use of alcohol, use of alcohol following an accident, drug use, drug testing, and refusal to submit to a required alcohol and/or drug test.

4.2 Alcohol & Drug Information: The Employer shall provide detailed educational material to each covered employee which explains the requirements of the federal regulations. At a minimum, the materials shall include detailed information which meet the requirements of Title 49 CFR Parts 382.601(b), 655.14 (a), (b)(1 & 2) and 655.15 (h) including but not limited to: (1) the categories of employees who are subject to the

regulations; (2) conduct that is prohibited by the regulations; (3) circumstances under which an employee will be tested; (4) what period of the work day an employee is required to be in compliance with the regulations; (5) the requirement that an employee submit to alcohol and controlled drug tests; (6) an explanation of what constitutes a refusal to submit to an alcohol or controlled drug test and the attendant consequences; (7) the requirement that an employee be removed immediately from safety-sensitive functions and the provisions for referral, evaluation and treatment; (8) the consequences for having an alcohol concentration of 0.02 or greater but less than 0.04; (9) the consequences for a covered employee who has a verified positive drug or a confirmed alcohol test result with an alcohol concentration of 0.04 or greater or who refuses to submit to a test under this part, including the mandatory requirements that the covered employee be removed immediately from his or her safety-sensitive function and be evaluated by a substance abuse professional, as required by 49 CFR Part 40; (10) the procedure to test for the presence of alcohol or prohibited drugs; (11) the procedure to protect the employee and the integrity and validity of the test; (12) the effects of the misuse of alcohol and use of prohibited drugs; and (13) the person designated by the Employer to be contacted for questions and/or additional information.

4.3 Required Tests: The Employer shall provide a detailed description of alcohol and drug testing requirements to each covered employee which explains the requirements of the federal regulations as they pertain to pre-employment testing, random testing, post accident testing, reasonable suspicion/cause testing, return-to-duty testing and follow-up testing.

4.4 Requirement for Notice: In accordance with the requirement in the federal regulations, prior to performing an alcohol or controlled drug test, the Employer shall notify the employee that the alcohol or drug test is required by federal regulations.

SECTION 5 TESTING PROCEDURES

5.1 Test for Alcohol:

5.1.1 Tests for alcohol shall only be conducted by a breath alcohol technician using an evidential breath testing device. Such device shall be approved by the National Highway Traffic Safety Administration and placed on the Conforming Products List of Evidential Breath Measurement Devices. Title 49 CFR Parts 40.229 and 40.231.

5.1.2 The supervisor of an employee who is to be tested shall not administer the test.

5.1.3 In accordance with the federal regulations, the person designated to make the determination of reasonable suspicion/cause shall not administer the test.

5.1.4 An employee shall be paid for all time pertaining to an alcohol test including providing a breath sample and travel time to and from the test

site. Such time shall be considered as time worked for the purpose of computing overtime and employee benefits.

5.1.5 Each alcohol test shall be reviewed by the Drug/Alcohol Program Manager to ensure compliance with all procedures set forth in this agreement as well as all federal regulations, including the validity of the test. Any employee adversely affected by an invalid test will be made whole for all losses by the Employer.

5.2 Tests for Prohibited Drugs:

5.2.1 Tests for prohibited drugs shall be conducted only by urinalysis and shall be performed only by Department of Health and Human Services certified laboratories.

5.2.2 A specimen may be tested only for cocaine, marijuana, opiates (including heroin), amphetamines (including methamphetamine, methylenedioxymethamphetamine (MDMA) and phencyclidine. A specimen may not be used to conduct any other analysis or test.

5.2.3 If the test result of the primary specimen is positive for drug or drug metabolite, or as a refusal to test or because of adulteration or substitution, the Medical Review Officer must notify the employee of his or her right to have the split specimen tested in accordance with the procedures set forth in Title 49 CFR Part 40.153. If the second test is negative, the Employer will pay the cost of the second test.

5.2.4 Visual observation of urination shall not be required except as expressly provided for in the in federal regulation Title 49 CFR Part 40.67. When visual observation is required, the observer shall be of the same gender as the employee.

5.2.5 In accordance with the federal regulations, the employee shall be permitted to be present to observe the sealing and tagging of the specimen containers

5.2.6 An employee shall be paid for all time pertaining to a drug test including providing a urine sample and travel time to and from the collection site. Such time shall be considered as time worked for the purpose of calculating overtime and employee benefits

5.2.7 Each drug test shall be reviewed by the Drug/Alcohol Program Manager to ensure compliance with all procedures, as well as all federal regulations, including the validity of the test.

SECTION 6 RANDOM TESTING

6.1 Random Alcohol Tests: The Employer shall not administer random alcohol testing to more than the required percentage of employees as determined by the annual rate of positive tests for all employees covered by the federal regulations.

6.2 Random Drug Tests: The Employer shall not administer random drug testing to more than 50% of the employees annually covered by the federal regulations.

6.3 Selection of Employees: The Employer shall select employees for testing only through a computer based random number generator utilizing an appropriate employee identification number. Upon request, the Employer shall provide the Union with a list of all employees tested, as well as the computer generated list, so the union could check on randomness.

SECTION 7 REASONABLE SUSPICION/CAUSE TESTING

7.1 Determination of Reasonable Suspicion: The person designated to determine whether reasonable suspicion exists to require a covered employee to undergo alcohol or drug testing (hereinafter referred to as the "designated supervisor(s)") must be the highest level and most impartial individuals practicable for such responsibility.

7.2 Documentation of Reasonable Suspicion: Whenever the designated supervisor finds the available facts objectively indicate that reasonable suspicion exists that a test of the employee would yield a positive result for the misuse of alcohol or use of prohibited drugs, and as soon as practicable after an order to test is given, without causing a delay in the testing process, the Employer shall document the facts contributing to and forming the basis for the reasonable suspicion. These facts shall include: (1) a description of the employee's appearance, behavior and speech; (2) names of witnesses to the employee's appearance, behavior and speech, where practicable; (3) if the employee's appearance behavior or speech is not the basis for testing, the facts used to support a determination of reasonable suspicion and the source of the information.

7.3 Initial Training of Supervisors: Supervisors designated to determine whether reasonable suspicion exists to require a covered employee to undergo alcohol or drug testing, shall receive one (1) hour of formal training on the physical, behavioral, speech and performance indicators of probable misuse of alcohol and one (1) hour of formal training on the physical, behavioral, speech and performance indicators of probable misuse of prohibited drugs. Such training must be completed before the supervisor can require and employee to undergo a test.

7.4 Follow-up Training of Supervisors: Supervisors designated to determine whether reasonable suspicion exists to require a covered employee to undergo alcohol or drug testing shall attend a refresher course every three (3) years on the physical, behavioral, speech and performance indicators of probable misuses of alcohol or use of prohibited drugs. If a supervisor has not attended and completed the refresher course within thirty-six (36) months of the previous course, the supervisor shall not qualify as a designated supervisor with authority to require an employee to undergo a test.

7.5 In the event an employee is called for overtime, the employee will have the opportunity to acknowledge the unavailability for work.

7.6 Right to Representation: When a decision is made to test, the employee shall be given a reasonable opportunity to consult with legal counsel or a Union representative, as long as counsel or Union representation can respond without causing a delay in the testing process. Reasonable efforts shall be made (without delaying the process) to assist the employee in contacting legal counsel or a Union representative.

SECTION 8 POST-ACCIDENT TESTING:

8.1 Right to Representation: When a test is required based on Federal regulations Parts 382.303 and 655.44, the employee shall be advised that the employee shall be given a reasonable opportunity to consult with legal counsel or a Union representative, as long as counsel or Union representation can respond without causing a delay in the testing process. Reasonable efforts shall be made (without delaying the process) to assist the employee in contacting legal counsel or a Union representative.

SECTION 9 CONSEQUENCES OF POSITIVE TESTING

9.1 When an employee tests positive for drugs, the MRO will contact said employee. If, after a good faith effort, the MRO cannot locate and/or get the employee to come for private discussion, the MRO will contact the DAPM to notify the employee with the positive finding.

9.2 An employee who tests positive for prohibited drugs will incur a 30 day suspension without pay. The MRO will direct the employee to EAP for evaluation and assistance by a SAP. After two occasions of a positive test for prohibited drugs, the Employer will seek to terminate the employee pursuant to Section 75 of the New York State Civil Service Law (NYSCSL).

9.3 An employee who tests positive for alcohol at the level of .04 or higher will incur a 30 day suspension without pay. The MRO will direct the employee to EAP for evaluation and assistance by a SAP. After two occasions of a positive test for alcohol at the level of .04 or higher the Employer will seek to terminate the employee pursuant to Section 75 of the NYSCSL.

9.4 When an employee tests positive for alcohol at the levels between .02 and .039 during a 24 month period, the employee will incur the following penalties:

1st occasion – 5 day suspension without pay

2nd occasion - 10 day suspension without pay

3rd occasion – 15 day suspension without pay

The Employer will advise the employee to seek assistance from the EAP.

9.5 Employees may not use their accrued leave time to substitute for suspensions without pay.

SECTION 10 REFERRAL, EVALUATION AND TREATMENT

10.1 Designation of Substance Abuse Professional: The substance abuse professional shall be either a licensed physician or a licensed or certified psychologist, Licensed or certified social worker, a licensed or certified employee assistance professional, a state licensed or certified marriage and family therapist or an addiction counselor certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission with clinical experience in the diagnosis and treatment of alcohol and prohibited drug related disorders.

10.2 Employee Assistance Program: The Employer shall make available and adequately fund an Employee Assistance Program capable of evaluating and resolving problems associated with the misuses of alcohol and use of prohibited drugs.

10.3 Rehabilitation Program: The Employer shall make available a rehabilitation program through established health insurance programs. If such a program is not available through the employee's insurance, the Employer shall cover the costs of a rehabilitation program comparable to that provided through the New York State Health Insurance Program. The employee shall be responsible for any additional costs for and associated with any treatment program in which the employee participates.

10.3.1 Any costs involving the use of SAP under the regulations shall be borne by the employee's health insurance.

10.4 Leave of Absence: A leave of absence will be allowed for treatment on an in-patient basis. While on a leave of absence, the employee may use accumulated sick leave credits, vacation leave credits, holidays and other accrued leave time up to the limits set forth in the collective bargaining agreement or other applicable laws, rules or regulations, including any discretionary leave rights. Otherwise, the leave of absence shall be without pay. Nothing herein shall be construed to diminish any rights which may apply under the Americans with Disabilities Act, Family Medical Leave Act or other relevant laws.

10.5 Return to Work Reinstatement to the employee's position or an equivalent position after completion of a rehabilitation program may only occur upon certification for the program that the employee has satisfactorily participated in the program and the program recommends return to regular duty assignment. The final decision as to whether to permit an employee to return to full duties in the employee's position or an equivalent position shall be made after consultation with the Substance Abuse Professional. The employee must take a return-to-duty test. This test cannot occur until after the SAP has determined that the employee has successfully complied with prescribed education and/or treatment. The employee must have a verified negative drug test and/or a verified alcohol test with an alcohol concentration of less than 0.02 before resuming their position.

SECTION 11 - FOLLOW-UP TESTING

11.1 Frequency: In accordance with federal regulations, the number and frequency of follow up tests shall be as directed by the Substance Abuse Professional and consist of at least six (6) tests in the first twelve (12) months following the employee's return to duty involving a safety-sensitive function.

The Employer shall not impose follow up testing beyond the first six (6) tests unless the SAP determines that such further testing is necessary for that particular employee. The total period of follow up testing shall not in any event exceed sixty (60) months from the date of the employee's return to duty.

SECTION 12 - PREVIOUS POLICIES AND PROCEDURES

12.1 Any policies and procedures pertaining to alcohol and prohibited drugs, as they pertain to the same employees covered by the federal regulations, shall be superseded by the procedures set forth by the federal regulations, and the City of Kingston Substance Abuse Policy. If necessary the City of Kingston and CSEA will meet to address any unanticipated or unexpected problems that may arise related to drug and alcohol testing.

SECTION 13 - SAVINGS CLAUSE

13.1 In the event that any portion of this agreement should be found to be invalid by a decision of a tribunal of competent jurisdiction, then such specific portion specified in such decision shall be of no force and effect, but the remainder of this agreement shall continue in full force and effect, unless that would lead to unjust or impractical results.

13.2 Upon the issuance of such a decision, then either party shall have the right immediately to reopen negotiations with respect to a substitute for such portion of this agreement involved.

ARTICLE XVI

TERM OF AGREEMENT

This contract shall be for a period of five (5) years, commencing January 1, 2012 and terminating December 31, 2016. Negotiations for successor agreement to become effective January 1, 2017 shall commence at a mutually accepted date.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representative.

APPROVED AS FORM

BY 

CITY OF KINGSTON, NEW YORK

BY: 

ATTEST (SEAL)

BY:

CITY CLERK

**KINGSTON CITY UNIT, ULSTER COUNTY LOCAL CIVIL
SERVICE EMPLOYEES ASSOCIATION, INC.**

FOR CSEA



LABOR RELATIONS SPECIALIST



UNIT PRESIDENT

**SCHEDULE A
SALARY SCHEDULE 2012 - 2016**

		2012	2013	2013	as of 10/1/14	Jan-Sep	Oct-Dec	Jan-Jun	Jul-Dec	Actual	Jan-Jun	Jul-Dec	Leap Year 366 Days	
GRADE 1		Annual	Annual	Bi-Week	2014	2014	2014	2015	2015	2015	2015	2015	2016	2016
Cleaner	Step1	26,128	26,128	1,002.16	26,454	1,002.16	1,014.69	26,851	27,120	26,987	1,029.91	1,040.21	27,798	1,063.30
Receptionist	Step2	27,371	27,371	1,049.84	27,713	1,049.84	1,062.96	28,129	28,410	28,270	1,078.91	1,089.70	29,120	1,113.89
	Step3	28,739	28,739	1,102.33	29,099	1,102.33	1,116.11	29,535	29,830	29,684	1,132.85	1,144.18	30,576	1,169.58
	Step4	29,739	29,739	1,140.67	30,111	1,140.67	1,154.93	30,562	30,868	30,716	1,172.26	1,183.98	31,640	1,210.26
	Step 5	30,740	30,740	1,179.06	31,124	1,179.06	1,193.80	31,591	31,907	31,750	1,211.71	1,223.83	32,705	1,250.99
	Step 6	31,738	31,738	1,217.36	32,135	1,217.36	1,232.58	32,617	32,943	32,781	1,251.06	1,263.58	33,767	1,291.63
GRADE 2		Annual	Annual	Bi-Week	2014	2014	2014	2015	2015	2015	2015	2015	2016	2016
Clerk	Step1	29,085	29,085	1,115.57	29,448	1,115.57	1,129.52	29,890	30,189	30,040	1,146.46	1,157.92	30,943	1,183.63
Deputy Registrar	Step2	30,464	30,464	1,168.49	30,845	1,168.49	1,183.10	31,308	31,621	31,465	1,200.84	1,212.85	32,411	1,239.78
	Step3	31,988	31,988	1,226.93	32,388	1,226.93	1,242.27	32,874	33,202	33,039	1,260.90	1,273.51	34,032	1,301.78
	Step4	32,988	32,988	1,265.28	33,400	1,265.28	1,281.09	33,901	34,240	34,072	1,300.31	1,313.31	35,096	1,342.47
	Step 5	33,987	33,987	1,303.62	34,412	1,303.62	1,319.91	34,928	35,278	35,104	1,339.71	1,353.11	36,159	1,383.15
	Step 6	34,986	34,986	1,341.91	35,423	1,341.91	1,358.69	35,954	36,314	36,136	1,379.07	1,392.86	37,222	1,423.78
GRADE 3		Annual	Annual	Bi-Week	2014	2014	2014	2015	2015	2015	2015	2015	2016	2016
Janitor	Step1	29,236	29,236	1,121.38	29,601	1,121.38	1,135.40	30,046	30,346	30,197	1,152.43	1,163.95	31,105	1,189.79
	Step2	30,629	30,629	1,174.82	31,012	1,174.82	1,189.51	31,477	31,792	31,636	1,207.35	1,219.43	32,587	1,246.50
	Step3	32,159	32,159	1,233.51	32,561	1,233.51	1,248.92	33,050	33,380	33,216	1,267.66	1,280.34	34,215	1,308.76
	Step4	33,160	33,160	1,271.90	33,575	1,271.90	1,287.80	34,078	34,419	34,250	1,307.11	1,320.18	35,280	1,349.49
	Step 5	34,160	34,160	1,310.24	34,587	1,310.24	1,326.62	35,106	35,457	35,283	1,346.52	1,359.98	36,343	1,390.17
	Step 6	35,159	35,159	1,348.58	35,599	1,348.58	1,365.44	36,133	36,494	36,315	1,385.92	1,399.78	37,407	1,430.86
GRADE 4		Annual	Annual	Bi-Week	2014	2014	2014	2015	2015	2015	2015	2015	2016	2016
Dog Control Officer	Step1	29,306	29,306	1,124.05	29,672	1,124.05	1,138.10	30,117	30,418	30,269	1,155.17	1,166.72	31,179	1,192.62
Parking Enforcement Officer	Step2	30,703	30,703	1,177.63	31,086	1,177.63	1,192.36	31,553	31,868	31,712	1,210.24	1,222.34	32,665	1,249.48
Parking Service Repair	Step3	32,236	32,236	1,236.46	32,639	1,236.46	1,251.92	33,129	33,460	33,296	1,270.69	1,283.40	34,297	1,311.89
Parking Support Officer	Step4	33,236	33,236	1,274.80	33,651	1,274.80	1,290.74	34,156	34,498	34,328	1,310.10	1,323.20	35,360	1,352.57
	Step 5	34,236	34,236	1,313.15	34,664	1,313.15	1,329.56	35,183	35,535	35,361	1,349.50	1,363.00	36,424	1,393.26
	Step 6	35,235	35,235	1,351.49	35,676	1,351.49	1,368.38	36,211	36,573	36,393	1,388.91	1,402.80	37,487	1,433.94
GRADE 5		Annual	Annual	Bi-Week	2014	2014	2014	2015	2015	2015	2015	2015	2016	2016
Assessor Aide	Step1	29,534	29,534	1,132.81	29,903	1,132.81	1,146.97	30,352	30,655	30,505	1,164.18	1,175.82	31,422	1,201.92
Maintenance Helper	Step2	30,940	30,940	1,186.73	31,327	1,186.73	1,201.57	31,796	32,114	31,957	1,219.59	1,231.79	32,917	1,259.13
	Step3	32,487	32,487	1,246.08	32,893	1,246.08	1,261.66	33,387	33,720	33,555	1,280.58	1,293.39	34,563	1,322.10
	Step4	33,487	33,487	1,284.42	33,905	1,284.42	1,300.48	34,414	34,758	34,587	1,319.99	1,333.19	35,627	1,362.78
	Step 5	34,486	34,486	1,322.77	34,918	1,322.77	1,339.30	35,441	35,796	35,620	1,359.39	1,372.99	36,691	1,403.46
	Step 6	35,486	35,486	1,361.11	35,930	1,361.11	1,378.12	36,469	36,833	36,652	1,398.80	1,412.78	37,754	1,444.15

		as of 10/1/14			Jan-Sep	Oct-Dec	Jan-Jun	Jul-Dec	Actual	Jan-Jun	Jul-Dec	Leap Year 366 Days		
		2012	2013	2013	2014	2014	2014	2015	2015	2015	2015	2016	2016	
		Annual	Annual	Bi-Week	Annual	Bi-Week	Bi-Week	Annual	Annual	Annual	Bi-Week	Bi-Week	Annual	Bi-Week
GRADE 6														
Dockmaster Laborer Senior Clerk	Step1	31,721	31,721	1,216.69	32,117	1,216.69	1,231.90	32,599	32,925	32,764	1,250.38	1,262.88	33,748	1,290.92
	Step2	33,232	33,232	1,274.66	33,648	1,274.66	1,290.59	34,152	34,494	34,324	1,309.95	1,323.05	35,356	1,352.42
	Step3	34,895	34,895	1,338.44	35,331	1,338.44	1,355.17	35,861	36,220	36,042	1,375.50	1,389.25	37,125	1,420.09
	Step4	35,893	35,893	1,376.73	36,342	1,376.73	1,393.94	36,887	37,256	37,073	1,414.85	1,429.00	38,187	1,460.72
	Step 5	36,893	36,893	1,415.08	37,354	1,415.08	1,432.76	37,915	38,294	38,106	1,454.26	1,468.80	39,251	1,501.41
	Step 6	37,893	37,893	1,453.42	38,366	1,453.42	1,471.59	38,942	39,331	39,138	1,493.66	1,508.60	40,315	1,542.09
		as of 10/1/14			Jan-Sep	Oct-Dec	Jan-Jun	Jul-Dec	Actual	Jan-Jun	Jul-Dec	Leap Year 366 Days		
		2012	2013	2013	2014	2014	2014	2015	2015	2015	2015	2016	2016	
		Annual	Annual	Bi-Week	Annual	Bi-Week	Bi-Week	Annual	Annual	Annual	Bi-Week	Bi-Week	Annual	Bi-Week
GRADE 7														
Mechanics Helper Motor Equip. Service Ass't Zoo Caretaker Ordinance Inspection Officer	Step1	31,997	31,997	1,227.27	32,397	1,227.27	1,242.61	32,882	33,211	33,048	1,261.25	1,273.86	34,042	1,302.14
	Step2	33,520	33,520	1,285.71	33,939	1,285.71	1,301.78	34,448	34,793	34,622	1,321.31	1,334.52	35,663	1,364.15
	Step3	35,197	35,197	1,350.01	35,637	1,350.01	1,366.89	36,171	36,533	36,354	1,387.39	1,401.26	37,446	1,432.37
	Step4	36,195	36,195	1,388.31	36,648	1,388.31	1,405.66	37,197	37,569	37,385	1,426.75	1,441.01	38,509	1,473.00
	Step 5	37,195	37,195	1,426.65	37,660	1,426.65	1,444.48	38,225	38,607	38,417	1,466.15	1,480.81	39,572	1,513.69
	Step 6	38,194	38,194	1,464.99	38,672	1,464.99	1,483.31	39,252	39,645	39,450	1,505.56	1,520.61	40,636	1,554.37
		as of 10/1/14			Jan-Sep	Oct-Dec	Jan-Jun	Jul-Dec	Actual	Jan-Jun	Jul-Dec	Leap Year 366 Days		
		2012	2013	2013	2014	2014	2014	2015	2015	2015	2015	2016	2016	
		Annual	Annual	Bi-Week	Annual	Bi-Week	Bi-Week	Annual	Annual	Annual	Bi-Week	Bi-Week	Annual	Bi-Week
GRADE 8														
Passenger Bus Operator Recreation Assistant Youth Advocate	Step1	32,262	32,262	1,237.46	32,666	1,237.46	1,252.93	33,156	33,487	33,323	1,271.72	1,284.44	34,324	1,312.95
	Step2	33,797	33,797	1,296.33	34,220	1,296.33	1,312.54	34,733	35,080	34,908	1,332.22	1,345.55	35,957	1,375.42
	Step3	35,487	35,487	1,361.16	35,931	1,361.16	1,378.17	36,470	36,835	36,654	1,398.84	1,412.83	37,755	1,444.20
	Step4	36,486	36,486	1,399.45	36,942	1,399.45	1,416.95	37,496	37,871	37,685	1,438.20	1,452.58	38,818	1,484.83
	Step 5	37,485	37,485	1,437.80	37,954	1,437.80	1,455.77	38,523	38,909	38,717	1,477.61	1,492.38	39,881	1,525.51
	Step 6	38,485	38,485	1,476.14	38,966	1,476.14	1,494.59	39,551	39,946	39,750	1,517.01	1,532.18	40,945	1,566.19
		as of 10/1/14			Jan-Sep	Oct-Dec	Jan-Jun	Jul-Dec	Actual	Jan-Jun	Jul-Dec	Leap Year 366 Days		
		2012	2013	2013	2014	2014	2014	2015	2015	2015	2015	2016	2016	
		Annual	Annual	Bi-Week	Annual	Bi-Week	Bi-Week	Annual	Annual	Annual	Bi-Week	Bi-Week	Annual	Bi-Week
GRADE 9														
Wastewater Treatment Plant- Operator Trainee Stenographer	Step1	32,490	32,490	1,246.18	32,896	1,246.18	1,261.75	33,389	33,723	33,557	1,280.68	1,293.49	34,566	1,322.20
	Step2	34,036	34,036	1,305.48	34,461	1,305.48	1,321.80	34,978	35,328	35,154	1,341.62	1,355.04	36,211	1,385.12
	Step3	35,737	35,737	1,370.73	36,184	1,370.73	1,387.87	36,726	37,094	36,912	1,408.68	1,422.77	38,021	1,454.36
	Step4	36,737	36,737	1,409.07	37,196	1,409.07	1,426.69	37,754	38,131	37,944	1,448.09	1,462.57	39,085	1,495.04
	Step 5	37,736	37,736	1,447.42	38,208	1,447.42	1,465.51	38,781	39,169	38,977	1,487.49	1,502.37	40,148	1,535.72
	Step 6	38,736	38,736	1,485.76	39,220	1,485.76	1,504.33	39,808	40,207	40,009	1,526.90	1,542.17	41,212	1,576.40
		as of 10/1/14			Jan-Sep	Oct-Dec	Jan-Jun	Jul-Dec	Actual	Jan-Jun	Jul-Dec	Leap Year 366 Days		
		2012	2013	2013	2014	2014	2014	2015	2015	2015	2015	2016	2016	
		Annual	Annual	Bi-Week	Annual	Bi-Week	Bi-Week	Annual	Annual	Annual	Bi-Week	Bi-Week	Annual	Bi-Week
GRADE 10														
Account Clerk Benefits Account Clerk	Step1	32,565	32,565	1,249.08	32,972	1,249.08	1,264.70	33,467	33,802	33,636	1,283.67	1,296.50	34,647	1,325.28
	Step2	34,115	34,115	1,308.53	34,542	1,308.53	1,324.88	35,060	35,410	35,236	1,344.76	1,358.20	36,296	1,388.35
	Step3	35,820	35,820	1,373.92	36,268	1,373.92	1,391.10	36,812	37,180	36,997	1,411.96	1,426.08	38,110	1,457.74
	Step4	36,820	36,820	1,412.27	37,280	1,412.27	1,429.92	37,839	38,218	38,030	1,451.37	1,465.88	39,173	1,498.42
	Step 5	37,819	37,819	1,450.61	38,292	1,450.61	1,468.74	38,867	39,255	39,063	1,490.77	1,505.68	40,237	1,539.11
	Step 6	38,819	38,819	1,488.95	39,304	1,488.95	1,507.56	39,894	40,293	40,095	1,530.18	1,545.48	41,300	1,579.79

		2012	2013	2013	as of 10/1/14	Jan-Sep	Oct-Dec	Jan-Jun	Jul-Dec	Actual	Jan-Jun	Jul-Dec	Leap Year 366 Days	
GRADE 11		Annual	Annual	Bi-Week	2014	2014	2014	2015	2015	2015	2015	2015	2016	2016
					Annual	Bi-Week	Bi-Week	Annual	Annual	Annual	Bi-Week	Bi-Week	Annual	Bi-Week
Computer Operator	Step1	33,625	33,625	1,289.71	34,045	1,289.71	1,305.83	34,556	34,901	34,730	1,325.42	1,338.67	35,774	1,368.39
Engineering Aide	Step2	35,224	35,224	1,351.06	35,664	1,351.06	1,367.95	36,199	36,561	36,382	1,388.47	1,402.35	37,475	1,433.48
Environmental Educator	Step3	36,986	36,986	1,418.65	37,449	1,418.65	1,436.38	38,010	38,390	38,202	1,457.93	1,472.51	39,350	1,505.20
Motor Equip. Operator	Step4	37,986	37,986	1,456.99	38,461	1,456.99	1,475.20	39,038	39,428	39,234	1,497.33	1,512.31	40,414	1,545.88
Jr. Planning Aid	Step 5	38,984	38,984	1,495.29	39,472	1,495.29	1,513.98	40,064	40,464	40,266	1,536.69	1,552.06	41,476	1,586.51
Urban Cultural Parks Coord.	Step 6	39,984	39,984	1,533.63	40,484	1,533.63	1,552.80	41,091	41,502	41,298	1,576.09	1,591.85	42,539	1,627.19
Secretary I														

		2012	2013	2013	as of 10/1/14	Jan-Sep	Oct-Dec	Jan-Jun	Jul-Dec	Actual	Jan-Jun	Jul-Dec	Leap Year 366 Days	
GRADE 12		Annual	Annual	Bi-Week	2014	2014	2014	2015	2015	2015	2015	2015	2016	2016
					Annual	Bi-Week	Bi-Week	Annual	Annual	Annual	Bi-Week	Bi-Week	Annual	Bi-Week
Dispatcher	Step1	34,761	34,761	1,333.29	35,195	1,333.29	1,349.96	35,723	36,081	35,903	1,370.21	1,383.91	36,983	1,414.63
Housing Code Inspector	Step2	36,416	36,416	1,396.79	36,871	1,396.79	1,414.25	37,424	37,799	37,613	1,435.46	1,449.81	38,744	1,482.00
Maintenance Assistant	Step3	38,235	38,235	1,466.57	38,713	1,466.57	1,484.90	39,294	39,687	39,492	1,507.17	1,522.24	40,679	1,556.04
Heavy Motor Equip.Operator	Step4	39,235	39,235	1,504.91	39,726	1,504.91	1,523.72	40,321	40,725	40,525	1,546.58	1,562.04	41,743	1,596.72
Payroll Clerk	Step 5	40,236	40,236	1,543.30	40,739	1,543.30	1,562.59	41,350	41,764	41,559	1,586.03	1,601.89	42,808	1,637.45
Recreation Leader	Step 6	41,236	41,236	1,581.64	41,751	1,581.64	1,601.41	42,377	42,801	42,591	1,625.43	1,641.69	43,871	1,678.13
Sewer Maintenance Ass't														
Administrative Aide														
Stock Clerk														

		2012	2013	2013	as of 10/1/14	Jan-Sep	Oct-Dec	Jan-Jun	Jul-Dec	Actual	Jan-Jun	Jul-Dec	Leap Year 366 Days	
GRADE 13		Annual	Annual	Bi-Week	2014	2014	2014	2015	2015	2015	2015	2015	2016	2016
					Annual	Bi-Week	Bi-Week	Annual	Annual	Annual	Bi-Week	Bi-Week	Annual	Bi-Week
Computer Coordinator	Step1	35,039	35,039	1,343.96	35,477	1,343.96	1,360.76	36,009	36,369	36,191	1,381.17	1,394.99	37,279	1,425.95
Senior Account Clerk	Step2	36,416	36,416	1,396.79	36,871	1,396.79	1,414.25	37,424	37,799	37,613	1,435.46	1,449.81	38,744	1,482.00
Senior Account Clerk Typist	Step3	38,235	38,235	1,466.57	38,713	1,466.57	1,484.90	39,294	39,687	39,492	1,507.17	1,522.24	40,679	1,556.04
Weighmaster	Step4	39,235	39,235	1,504.91	39,726	1,504.91	1,523.72	40,321	40,725	40,525	1,546.58	1,562.04	41,743	1,596.72
	Step 5	40,236	40,236	1,543.30	40,739	1,543.30	1,562.59	41,350	41,764	41,559	1,586.03	1,601.89	42,808	1,637.45
	Step 6	41,236	41,236	1,581.64	41,751	1,581.64	1,601.41	42,377	42,801	42,591	1,625.43	1,641.69	43,871	1,678.13

		2012	2013	2013	as of 10/1/14	Jan-Sep	Oct-Dec	Jan-Jun	Jul-Dec	Actual	Jan-Jun	Jul-Dec	Leap Year 366 Days	
GRADE 14		Annual	Annual	Bi-Week	2014	2014	2014	2015	2015	2015	2015	2015	2016	2016
					Annual	Bi-Week	Bi-Week	Annual	Annual	Annual	Bi-Week	Bi-Week	Annual	Bi-Week
Mechanic	Step1	36,632	36,632	1,405.07	37,090	1,405.07	1,422.64	37,647	38,023	37,836	1,443.98	1,458.42	38,974	1,490.79
Motor Equip Op.-Extra Heavy	Step2	38,376	38,376	1,471.95	38,855	1,471.95	1,490.35	39,438	39,833	39,637	1,512.70	1,527.83	40,829	1,561.75
	Step3	40,294	40,294	1,545.54	40,798	1,545.54	1,564.86	41,410	41,824	41,619	1,588.33	1,604.21	42,870	1,639.83
	Step4	41,293	41,293	1,583.83	41,809	1,583.83	1,603.63	42,436	42,860	42,650	1,627.69	1,643.96	43,932	1,680.46
	Step 5	42,294	42,294	1,622.22	42,822	1,622.22	1,642.50	43,465	43,899	43,684	1,667.14	1,683.81	44,997	1,721.19
	Step 6	43,293	43,293	1,660.57	43,835	1,660.57	1,681.32	44,492	44,937	44,716	1,706.54	1,723.61	46,060	1,761.87

		2012	2013	2013	2014	2014	2014	2015	2015	2015	2015	2015	2016	2016
		Annual	Annual	Bi-Week	Annual	Bi-Week	Bi-Week	Annual	Annual	Annual	Bi-Week	Bi-Week	Annual	Bi-Week
GRADE 15														
Administrative Assistant	Step1	37,031	37,031	1,420.36	37,494	1,420.36	1,438.12	38,056	38,437	38,248	1,459.69	1,474.29	39,398	1,507.02
Building Inspector	Step2	38,793	38,793	1,487.95	39,278	1,487.95	1,506.55	39,867	40,266	40,068	1,529.15	1,544.44	41,272	1,578.73
Assistant City Planner	Step3	40,733	40,733	1,562.35	41,242	1,562.35	1,581.88	41,861	42,279	42,072	1,605.61	1,621.67	43,336	1,657.67
Environmental Program -	Step4	41,732	41,732	1,600.70	42,254	1,600.70	1,620.70	42,888	43,317	43,104	1,645.01	1,661.46	44,400	1,698.35
Operations Specialist														
Foreman	Step 5	42,733	42,733	1,639.09	43,267	1,639.09	1,659.57	43,916	44,356	44,138	1,684.47	1,701.31	45,465	1,739.08
Labor Foreman	Step 6	43,732	43,732	1,677.38	44,278	1,677.38	1,698.35	44,943	45,392	45,169	1,723.82	1,741.06	46,527	1,779.71
Maintenance Foreman														
Maintenance Mechanic-Welder														
Plumbing Inspector														
Property Manager														
Purchasing Assistant														
Senior Engineering Aide														
Sign Painter														
Transit Supervisor														
Working Supervisor														
					as of 10/1/14	Jan-Sep	Oct-Dec	Jan-Jun	Jul-Dec	Actual	Jan-Jun	Jul-Dec	Leap Year 366 Days	
		2012	2013	2013	2014	2014	2014	2015	2015	2015	2015	2015	2016	2016
		Annual	Annual	Bi-Week	Annual	Bi-Week	Bi-Week	Annual	Annual	Annual	Bi-Week	Bi-Week	Annual	Bi-Week
GRADE 16														
Deputy Clerk	Step1	39,041	39,041	1,497.48	39,529	1,497.48	1,516.20	40,122	40,524	40,325	1,538.94	1,554.33	41,537	1,588.83
Deputy Assessor	Step2	40,902	40,902	1,568.83	41,413	1,568.83	1,588.44	42,034	42,454	42,246	1,612.27	1,628.39	43,516	1,664.54
Principal Account Clerk	Step3	42,946	42,946	1,647.23	43,482	1,647.23	1,667.82	44,135	44,576	44,357	1,692.84	1,709.77	45,690	1,747.72
Safety Officer	Step4	43,945	43,945	1,685.57	44,495	1,685.57	1,706.64	45,162	45,614	45,390	1,732.24	1,749.57	46,754	1,788.41
Sewer Foreman	Step 5	44,945	44,945	1,723.92	45,507	1,723.92	1,745.47	46,189	46,651	46,422	1,771.65	1,789.36	47,818	1,829.09
Street Foreman	Step 6	45,943	45,943	1,762.21	46,518	1,762.21	1,784.24	47,215	47,688	47,453	1,811.00	1,829.11	48,880	1,869.72
Transfer Station Operator														
WWTP Lab Technician														
WWTP Operator														
					as of 10/1/14	Jan-Sep	Oct-Dec	Jan-Jun	Jul-Dec	Actual	Jan-Jun	Jul-Dec	Leap Year 366 Days	
		2012	2013	2013	2014	2014	2014	2015	2015	2015	2015	2015	2016	2016
		Annual	Annual	Bi-Week	Annual	Bi-Week	Bi-Week	Annual	Annual	Annual	Bi-Week	Bi-Week	Annual	Bi-Week
GRADE 17														
Carpenter	Step1	43,324	43,324	1,661.76	43,866	1,661.76	1,682.53	44,524	44,969	44,748	1,707.77	1,724.85	46,093	1,763.14
Garage Foreman	Step2	45,385	45,385	1,740.78	45,952	1,740.78	1,762.54	46,641	47,108	46,876	1,788.98	1,806.87	48,285	1,846.98
Traffic Electrician	Step3	47,655	47,655	1,827.85	48,250	1,827.85	1,850.70	48,974	49,464	49,221	1,878.46	1,897.24	50,700	1,939.36
Engineering Technician	Step4	48,654	48,654	1,866.19	49,262	1,866.19	1,889.52	50,001	50,501	50,253	1,917.86	1,937.04	51,764	1,980.04
Finance & Operations Admin.														
Parks Admin.	Step 5	49,653	49,653	1,904.49	50,273	1,904.49	1,928.29	51,027	51,538	51,285	1,957.22	1,976.79	52,826	2,020.67
Network Support Tech.	Step 6	50,652	50,652	1,942.83	51,286	1,942.83	1,967.12	52,055	52,575	52,317	1,996.62	2,016.59	53,890	2,061.36
					as of 10/1/14	Jan-Sep	Oct-Dec	Jan-Jun	Jul-Dec	Actual	Jan-Jun	Jul-Dec	Leap Year 366 Days	
		2012	2013	2013	2014	2014	2014	2015	2015	2015	2015	2015	2016	2016
		Annual	Annual	Bi-Week	Annual	Bi-Week	Bi-Week	Annual	Annual	Annual	Bi-Week	Bi-Week	Annual	Bi-Week
GRADE 18														
Asst. Superintendent Field	Step1	50,081	50,081	1,920.92	50,707	1,920.92	1,944.93	51,468	51,982	51,727	1,974.11	1,993.85	53,282	2,038.11
Asst. Superintendent Sanitatic	Step2	51,081	51,081	1,959.26	51,719	1,959.26	1,983.75	52,495	53,020	52,760	2,013.51	2,033.65	54,346	2,078.79
WWTP Senior Operator	Step3	52,079	52,079	1,997.56	52,730	1,997.56	2,022.53	53,521	54,056	53,791	2,052.87	2,073.39	55,408	2,119.42
Assistant Director of Building	Step4	53,079	53,079	2,035.90	53,742	2,035.90	2,061.35	54,548	55,094	54,823	2,092.27	2,113.19	56,471	2,160.11
Safety and Zoning Enforce.	Step 5	54,079	54,079	2,074.25	54,755	2,074.25	2,100.17	55,576	56,132	55,856	2,131.68	2,152.99	57,535	2,200.79
	Step 6	55,078	55,078	2,112.59	55,767	2,112.59	2,139.00	56,603	57,169	56,889	2,171.08	2,192.79	58,598	2,241.47

SIDE AGREEMENT

PARKS AND RECREATION/DPW SEASONAL EMPLOYEES

Revised October 1, 2014

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

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

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

SIDE AGREEMENT

PARKS AND RECREATION/DPW SEASONAL EMPLOYEES

Revised October 1, 2014

Effective 10/1/2014

TITLE	SALARY	LENGTH OF EMPLOYMENT
Playground Counselor	\$8.18 - \$12.59/hr	10 Weeks
Life Guards	\$8.80 - \$15.08/hr	12 Weeks
WSI Instructor	\$8.80 - \$15.08/hr	12 Weeks
Beach/Pool Managers	\$9.44 - \$14.90/hr	12 Weeks
Special Events Coordinator	\$11.32 - \$16.34/hr	14 Weeks
Tennis Director	\$11.32 - \$16.34/hr	12 Weeks
Tennis Assistant	\$8.18 - \$11.32/hr	12 Weeks

Recreation Aide	\$8.18 - \$10.05/hr	14 Weeks
Park Ranger	\$12.59 - \$17.61/hr	26 Weeks
Seasonal Laborer (DPW)	\$8.80 - \$15.08/hr	26 Weeks
Seasonal Laborer (REC)	\$8.18 - \$15.08/hr	26 Weeks
Parking Lot Attendant	\$8.00 - \$10.05/hr	12 Weeks

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

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

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

Salary Schedule CSEA Seasonal Employees per CSEA MOA dated 9/5/2014

		2014 October - Jan 1.25% Increase	2015 January - June 1.5% Increase	2015 July - December 1% Increase	2016 January 2.5% Increase
Camp Counselor	Step 1	\$8.18	\$8.88	\$8.96	\$9.18
	Step 2		\$9.67	\$9.76	\$10.00
	Step 3		\$10.46	\$10.56	\$10.82
	Step 4		\$11.25	\$11.36	\$11.64
	Step 5		\$12.04	\$12.16	\$12.46
	Step 6	\$12.59	\$12.83	\$12.95	\$13.27
Life Guards	Step 1	\$8.80	\$8.93	\$9.01	\$9.23
WSI Instructor	Step 2		\$10.20	\$10.30	\$10.55
	Step 3		\$11.47	\$11.58	\$11.86
	Step 4		\$12.74	\$12.86	\$13.18
	Step 5		\$14.01	\$14.15	\$14.50
	Step 6	\$15.08	\$15.30	\$15.45	\$15.83
Beach/Pool Managers	Step 1	\$9.44	\$9.58	\$9.67	\$9.91
	Step 2		\$10.68	\$10.78	\$11.04
	Step 3		\$11.78	\$11.89	\$12.42
	Step 4		\$12.88	\$13.00	\$13.32
	Step 5		\$13.98	\$14.11	\$14.46
	Step 6	\$14.90	\$15.12	\$15.27	\$15.65
Special Events Coordinator	Step 1	\$11.32	\$11.48	\$11.59	\$11.87
Tennis Director	Step 2		\$12.50	\$12.62	\$12.93
	Step 3		\$13.52	\$13.65	\$13.99
	Step 4		\$14.54	\$14.68	\$15.04
	Step 5		\$15.56	\$15.71	\$16.10
	Step 6	\$16.34	\$16.58	\$16.74	\$17.15
Tennis Assistant	Step 1	\$8.18	\$8.88	\$8.96	\$9.18
	Step 2		\$9.40	\$9.49	\$9.72
	Step 3		\$9.92	\$10.01	\$10.26
	Step 4		\$10.44	\$10.54	\$10.80
	Step 5		\$10.96	\$11.06	\$11.33
	Step 6	\$11.32	\$11.48	\$11.59	\$11.87

Recreation Aide	Step 1	\$8.18	\$8.88	\$8.96	\$9.18
	Step 2		\$9.14	\$9.23	\$9.46
	Step 3		\$9.40	\$9.49	\$9.72
	Step 4		\$9.66	\$9.75	\$9.99
	Step 5		\$9.92	\$10.01	\$10.26
	Step 6	\$10.05	\$10.20	\$10.30	\$10.55
Park Ranger	Step 1	\$12.59	\$12.77	\$12.89	\$13.21
	Step 2		\$13.79	\$13.92	\$14.26
	Step 3		\$14.81	\$14.95	\$15.32
	Step 4		\$15.83	\$15.98	\$16.37
	Step 5		\$16.85	\$17.01	\$17.43
	Step 6	\$17.61	\$17.87	\$18.04	\$18.49
Seasonal Laborer (DPW)	Step 1	\$8.80	\$8.93	\$9.01	\$9.23
	Step 2		\$10.20	\$10.12	\$10.37
	Step 3		\$11.47	\$11.58	\$11.86
	Step 4		\$12.74	\$12.86	\$13.18
	Step 5		\$14.01	\$14.15	\$14.50
	Step 6	\$15.08	\$15.30	\$15.45	\$15.83
Seasonal Laborer (REC)	Step 1	\$8.18	\$8.88	\$8.96	\$9.18
	Step 2		\$10.16	\$10.26	\$10.51
	Step 3		\$11.44	\$11.55	\$11.83
	Step 4		\$12.72	\$12.84	\$13.16
	Step 5		\$14.00	\$14.14	\$14.49
	Step 6	\$15.08	\$15.28	\$15.43	\$15.81
Parking Lot Attendant	Step 1	\$8.00	\$8.88	\$8.96	\$9.18
	Step 2		\$9.14	\$9.23	\$9.46
	Step 3		\$9.40	\$9.49	\$9.72
	Step 4		\$9.66	\$9.75	\$9.99
	Step 5		\$9.92	\$10.01	\$10.26
	Step 6	\$10.05	\$10.20	\$10.30	\$10.55

SIDE AGREEMENT
KINGSTON CITY BUS SUBSTITUTE EMPLOYEES: FULL TIME EMPLOYEES

Revised June 30, 2005

Employee Definition:

Substitute Bus Driver

Is an employee who fills in as a vacation or sick leave replacement for a full-time employee. Receives the entry level salary rate, receives no benefits and pays either union dues, or agency fee.

**MEMORANDUM OF AGREEMENT BETWEEN CSEA
AND THE CITY OF KINGSTON**

The City of Kingston and the Union agree that the City shall offer a voluntary furlough program to all full time CSEA employees of the City of Kingston, in which employees may choose dates that they wish to take off without pay, subject to the staffing needs and approval of the City. Employees must choose a minimum of five (5) days to participate within the time frame of May 1, through August 31. Employees may take off on Mondays and/or Fridays during that time period, or may choose to take a full week during the months of June, July and August.

CSEA Employee Voluntary Furlough

Employee Name _____

Job Title _____ Dept. _____

Immediate Supervisor _____

Voluntary Furlough is being offered to all Full-time CSEA employees of the City of Kingston. Employees can choose which dates they wish to take off without pay. Employees must choose at least 5 days in order to participate. Dates can be taken in any combination as long as they fall in the said timeframe.

Instructions for applying for Voluntary Furlough:

1. Check the box next to the dates you wish to take off.
2. Sign and date this form acknowledging that you understand the agreement.
3. Return the signed form to your immediate Supervisor.
4. The Supervisors will coordinate the schedule to insure adequate coverage and return a copy of the signed form back to the employee as approval of the time off. A copy must be given to Payroll by the department.

This time does not count against your vacation/personal/sick time.

A Full week may also be taken during the months of June, July and August. Please indicate in the box below which week you wish to take.

Week of _____

I understand that by selecting these dates and signing this form that I am agreeing to take time off without pay. I understand that this time will not be deducted from my current vacation/personal/sick time.

2016	January	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
2016	February	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29		
2016	March	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
2016	April	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	
2016	May	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
2016	June	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
2016	July	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
2016	August	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
2016	September	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
2016	October	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
2016	November	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	
2016	December	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
2016	January	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
2016	February	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29		
2016	March	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
2016	April	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	
2016	May	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
2016	June	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
2016	July	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
2016	August	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
2016	September	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
2016	October	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
2016	November	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	
2016	December	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
2016	January	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
2016	February	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29		
2016	March	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
2016	April	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	
2016	May	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
2016	June	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
2016	July	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
2016	August	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
2016	September	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
2016	October	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
2016	November	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	
2016	December	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
2016	January	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
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2016	June	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
2016	July	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
2016	August	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
2016	September	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
2016	October	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
2016	November	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	
2016	December	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
2016	January	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
2016	February	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29		
2016	March	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
2016	April	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
2016	May	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
2016	June	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
2016	July	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25						

STIPULATION OF SETTLEMENT

By and Between

The City of Kingston

And

***The Civil Service Employees Association, Inc.
Local 1000, AFSCME, AFL-CIO***

WHEREAS, the City of Kingston ("City") and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, ("CSEA") are signatories to a Collective Bargaining Agreement; and

WHEREAS, CSEA filed a grievance alleging that the City violated the Collective Bargaining Agreement by unilaterally changing the GHI health insurance plan from co-pay \$10 to co-pay \$25. A copy of said grievance is annexed hereto as Exhibit "A"; and

WHEREAS, the City denied said grievance; and

WHEREAS, CSEA filed a Demand for Arbitration with respect to the grievance annexed hereto as Exhibit "A"; and

WHEREAS, said grievance was scheduled for a hearing before Arbitrator Thomas Hines; and

WHEREAS, the parties hereto wish to settle and resolve said grievance without proceeding to formal hearing.

NOW, as and for a complete Stipulation of Settlement to the grievance annexed hereto as Exhibit "A" and the Demand for Arbitration, the parties hereto agree as follows:

1. The City agrees to reimburse bargaining unit members the difference in co-pays between the Co-Pay 25 plan and the Co-Pay 10 plan.

2. In order to receive the reimbursement, the employee must submit a claim form, along with receipts from the medical facilities with the name, address and amount paid, to the Kingston Civil Service office. Said receipts must indicate that the amount paid was for a co-pay.

3. Every effort will be made to make payment within 7-10 business days from the date that the completed form and documentation are submitted.

4. CSEA agrees to withdraw, with prejudice, the grievance annexed hereto as Exhibit "A" and the Demand for Arbitration upon the signing of the Stipulation herein.

5. By entering into the Stipulation, the City does not admit that it violated the provisions of the Collective Bargaining Agreement nor may the Stipulation be so construed.

6. CSEA has been represented in the negotiation and preparation of this Stipulation by Nancy E. Hoffman, General Counsel (Kara L. Hilburger, of counsel). The City has been represented in the negotiation and preparation of this Agreement by Roemer Wallens Gold & Mineaux LLP (William M. Wallens of counsel).

7. Each party hereto acknowledges that they have read the Stipulation of Settlement, fully understand it, and have had all questions that they may have and in regard thereto been answered. Each party enters into the Stipulation of Settlement of their own free will and has not been coerced into doing so.

8. The Stipulation is without precedent and cannot be used in any future proceeding by and between the parties except for its enforcement herein.

Memorandum of Agreement

THIS AGREEMENT is by and between the City of Kingston (hereinafter "City") and CSEA, Inc Local 1000 AFSCME AFL-CIO on behalf of City of Kingston CSEA Unit 8951(hereinafter "Union").

WHEREAS, the parties are the signatures to a bargaining agreement dated January 1, 2008 to December 31, 2011; and

WHEREAS, Article 3, Section 8 B 1 of the bargaining agreement maintains stand-by pay for the foreman of currently \$150.00; and

WHEREAS, the transit supervisor is considered an on call, stand-by position; and

WHEREAS, the transit supervisor was being paid the three hour call-in pay, pursuant to Article 3, Section 8 A 7 of the bargaining agreement when responding to and handling calls from home; and

WHEREAS, the financial burden to the City for each three hour call in was cumbersome and the City requested relief; and

NOW, THEREFORE, the parties mutually agree as follows:

1. Beginning on or about April 1, 2011, the transit supervisor will receive the same weekly stand-by pay as the duty foreman, currently \$150.00, pursuant to Article 3, Section 8 B 1 of the bargaining agreement.
2. The Transit Supervisor will be paid the actual time worked for calls received and handled from home, at a rate of time and one half.
3. The Transit Supervisor will be paid the minimum three hour call-in, pursuant to Article 3, Section 8 A 7 of the bargaining agreement, if actually reporting to work.
4. The City will provide the transit supervisor a City-Owned cell phone.
5. This agreement will become part of the bargaining agreement upon completion of negotiations of the next successor agreement.

MEMORANDUM OF AGREEMENT

THIS AGREEMENT is by and between the City of Kingston (hereinafter "City") and CSEA.

WHEREAS, the City and CSEA recognize the financial burden on the City regarding the payment of overtime; and

WHEREAS, the parties have discussed a way to ease this burden; and

WHEREAS, the payment of Compensatory Time in lieu of overtime exists in some departments throughout the City; and

NOW, THEREFORE, the parties agree as follows:

1. Employees may select, at each employee's option, to receive compensatory time off in lieu of receiving overtime pay.
2. Compensatory time off shall be earned at a rate of 1.5 hours off for each hour of overtime worked.
3. There shall be a maximum of sixty (60) hours of compensatory time carried at any time. All overtime hours worked in excess of the sixty (60) shall be paid at the overtime rate.
4. Each participating employee shall have twelve (12) months from the date the compensatory time is earned to use the compensatory time off.
5. Employees not using the compensatory time within the twelve (12) months after it is earned, shall be paid for said compensatory time, at their then current rate of pay.
6. This memorandum will have no impact on any other compensatory policies or practices that are already in place.

STIPULATION of SETTLEMENT

THIS AGREEMENT is by and between the City of Kingston (hereinafter “City”) and CSEA.

WHEREAS, the City employs a night cleaner at City Hall, working other than traditional day shift hours; and

WHEREAS, the City has not paid shift differential to this title in the past; and

WHEREAS, CSEA was prepared to pursue a grievance, pursuant to the bargaining agreement between the parties, for this position to receive shift differential when working past the end of the traditional day shift; and

WHEREAS, the parties wish to resolve this matter without the time and expense of further litigation; and

NOW, THEREFORE, the parties stipulate and agree as follows:

1. Effective the signing of this agreement, the night cleaner at City Hall shall receive the negotiated shift differential (currently 12%) for all hours worked beyond the traditional day shift, per Article 2, Section 3 C (City Hall Work Hours) of the bargaining agreement, which states 8:30 am to 4:30 pm and summer hours of 9 am to 4 pm. The differential shall be paid for hours worked beyond 4:30 pm, or in respect of the summer hours, 4 pm.
2. The individual in this position will not receive differential pay for any period of time prior to the signing of this agreement.
3. The parties agree this represents full and final settlement to this matter.

CSEA

GRIEVANCE FORM

Grievance ID:
CSEA _____ - 200_

Name: BART ROBINS Social Security #: _____
Current Mailing Address: 51 TRENTON ST
Home Telephone #: 845-338-0954
Department or Agency: DPW
Job Title: LABORER Hire Date: 3-96
Name of Supervisor: MIKE MCCRENEY

STEP 1

Contract article violated or involved, included but not limited to: Article II Section _____

Date of occurrence: FEB 25TH & APRIL 19TH

Statement of facts (Include names, dates, what happened): ON MAY 10TH OF THIS YEAR I
WAS NOTIFIED THAT THE CITY WAS CHARGING MY ACCRUAL FOR
TIME SPENT AT THE EMERGENCY ROOM DUE TO A WORK RELATED
INJURY. THE PRACTICE HAS ALWAYS BEEN WHEN A WORKER WAS
INJURED IN THE LINE OF DUTY THEY WERE PAID FOR THE FIRST
DAY IF THEY SOUGHT MEDICAL ATTENTION. NO CHARGE TO ACCRUALS
WAS EVER USED.

Remedy sought: Cease violating the contract. Make grievant whole for all monetary and non-monetary losses.

CREDIT ME 2 SICK DAYS



TE SUBMITTED: 5-17-11

GRIEVANT'S SIGNATURE: Bart M Robins

(OVER)

1st STEP DECISION

Date: 5/18/11

Supervisor's signature: [Signature]

Rejected: _____ Sustained: ☒

Decision (Use additional sheets if necessary):

BASED ON A 5/17/11 DETERMINATION
BY MAYOR SOTTILE (AS ATTACHED) THE APPROPRIATE TIME
WILL BE RESTORED TO THE EMPLOYEE'S LEAVE ACCRUALS.

Date decision received by grievant: _____

The above decision is satisfactory: _____

I wish to appeal the above decision (yes or no): _____

DATE: _____

GRIEVANT'S SIGNATURE: _____

STEP 2 DECISION

Date: _____

Reviewer's signature: _____

Rejected: _____ Sustained: _____

Date decision received by grievant: _____

The above decision is satisfactory: _____

I wish to appeal the above decision (yes or no): _____

DATE: _____

GRIEVANT'S SIGNATURE: _____

STEP 3 DECISION

Date: _____

Reviewer's signature: _____

Rejected: _____ Sustained: _____

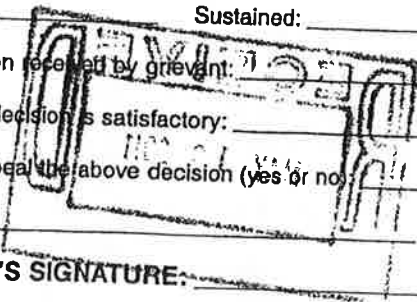
Date decision received by grievant: _____

The above decision is satisfactory: _____

I wish to appeal the above decision (yes or no): _____

DATE: _____

GRIEVANT'S SIGNATURE: _____



Copies to: 1. Original to Employer
2. Employee's Copy
3. Unit President's Copy
4. Local copy
5. Labor Relations Specialist Copy

Schupp, Michael

From: Sottile, James
Sent: Tuesday, May 17, 2011 9:23 AM
To: Bahruth, Maryann; Cahill, Suzanne; Christiana, Mary Lou; DeCicco, Jackie; Finkle, Steve; Gilfeather, Kevin; Hansen, Judith; Keller, Gerald; Rion, Arlene; Roser, Toni ; Salzman, Richard; Schupp, Michael; Swenson, Ralph; Tuey, John; VanLoan, Joan; Washington, Tawana; Winchell, Allen
Cc: DeCicco, Jackie
Subject: Sick use

Effective immediately, if an employee is hurt during the work day and has to go for medical attention, do not charge their sick leave bank if they go to seek emergency attention.

Winnie, Carly

From: Jnoble <jnoble39@aol.com>
Sent: Sunday, September 09, 2018 8:14 PM
To: Winnie, Carly
Subject: Fwd: Proposed Kingston Municipal ID Law
Attachments: Municipal ID Law Draft 2018-09-07.docx; ATT00001.htm

Hi Carly
Please add to the Communications for Sept. Thank you. Jim

Sent from my iPhone

Begin forwarded message:

From: "Scott-Childress, Reynolds" <rscott-childress@kingston-ny.gov>
Date: September 7, 2018 at 6:50:58 PM EDT
To: "Noble, James" <jnoble@kingston-ny.gov>, James Noble <jnoble39@aol.com>
Cc: "Winnie, Carly" <cwinnie@kingston-ny.gov>, Alderman <Alderman@kingston-ny.gov>, "Bryant, Kevin" <kbryant@kingston-ny.gov>
Subject: Proposed Kingston Municipal ID Law

Dear President Noble,

Attached please find a proposed municipal ID law for the City of Kingston. I hope you will be able to assign it to the appropriate committee for consideration in September.

Best wishes,
Rennie

Reynolds J. Scott-Childress
Alderman, Ward 3, City of Kingston
(845) 616-3687 mobile

A LOCAL LAW TO ESTABLISH A MUNICIPAL
IDENTIFICATION PROGRAM IN THE CITY OF KINGSTON

BE IT ENACTED, by the Common Council of the City of Kingston of the County of Ulster as follows:

SECTION 1. LEGISLATIVE FINDINGS; INTENT & PURPOSE; AUTHORITY

- A. The Kingston Common Council finds that many residents of the City of Kingston are unable to obtain government-issued identification that is required to fully participate in the City of Kingston's rich society. This barrier leaves thousands of individuals — including immigrants, homeless people, transgender people, senior citizens, young people, and those who have been formerly incarcerated — without access to critical services, benefits, cultural, educational, and civic opportunities. It is the intent of the Kingston Common Council to build the City of Kingston's standing as a welcoming and inclusive center for all residents, without regard to a person's race, national origin, religion, sex, sexual orientation, gender identity, disability, immigration, housing, financial status, or other marks of distinction. Further, it is the intent of the Kingston Common Council that the municipal identification card should affirm the resident status of all City of Kingston residents.
- B. Residents' lack of access to acceptable forms of identification also raises public safety concerns for the City. Residents without access to bank accounts often carry large amounts of money on their person or store it in their home making them targets for crime. In addition, residents who cannot produce proof of identity are often reluctant to report crimes to the police that they suffer or witness. Studies show that immigrant populations in particular are victimized by crime at rates similar to or greater than the general population but they report crime at lower rates than the general population. This under-reporting of crime poses a serious public safety problem and erodes the ability of law enforcement to function effectively in the City.
- C. A City of Kingston identification card would serve to reduce the impact of the above mentioned conditions, improve public safety, and enable all City of Kingston residents to participate more fully in and become an integral part of the life of the community. A municipal identification card would encourage crime reporting and witness cooperation, both key elements in building a safer community. Such cards would also potentially enable more City residents to; open bank accounts, access parks or other public facilities, and receive resident discounts at local businesses, events, and arts institutions. The card could have multiple use options, for example functioning as a public transportation pass, library card, resident golf card, and parking meter card all in one. The cards would also benefit children and youth who become lost and normally possess no identification or emergency contact information and elderly citizens who no longer drive and therefore no longer possess a valid driver's license. Accordingly, it is in the best interests of its residents for the City to issue its own municipal identification card.

- D. By authorizing the creation of this program, the Kingston Common Council does not intend to expand identification requirements for access to basic services or exercise of constitutional rights. The program should not be used as a proxy to require individuals to produce government-issued identification to access services and benefits where such identification is not presently required, such as registering to vote, casting a ballot, or accessing government buildings.
- E. The Kingston Common Council further recognizes that transgender and gender non-conforming individuals may have particular challenges in obtaining identification cards that reflect their gender identity, due to stigma and burdensome administrative policies for changing gender on other identification documents. This increases the likelihood they will experience discrimination in seeking employment or housing, or even prevent them from participating in cultural or civic life and so it is our intention to make the program affirming to transgender and gender non-conforming residents by not requiring a gender selection, and by allowing for applicants to obtain identification that reflects their gender identity, regardless of assigned birth sex or gender designation on previously-issued identity document.
- F. Finally, the Kingston Common Council seeks to preserve the safety and privacy of all City of Kingston residents. It is the intent of the Kingston Common Council that all completed applications and personal data gathered during the application process should be destroyed, besides the applicant's photograph, name, and date of birth, which should be maintained confidentially.

SECTION 2. DEFINITIONS

- A. The "Kingston ID card" shall mean an identification card issued by the City of Kingston that shall, at a minimum, display the cardholder's photograph, name, date of birth, address, ID card number, and card expiration date. Such identification card shall be designed in a manner to deter fraud which may include; bar codes, serial numbers, watermarks, City Seal, or other security measures used to protect against fraud. Additionally, the card does not bestow eligibility for state or federal financial benefits, therefore significantly reducing the incentive to fraudulently obtaining an ID card.
- B. "City" shall be in reference to the City of Kingston or any department, agency, board, or commission thereof.
- C. "Resident" shall mean a person who can establish current residency in the City of Kingston pursuant to Section 5 of this Act.

SECTION 3. MUNICIPAL IDENTITY CARD PROGRAM

The City of Kingston City Clerk shall administer the municipal identity card program and shall promulgate all rules necessary as set by the Common Council to effectuate the purposes of this subchapter. Such office shall make applications for such card available for pick-up and submission at any agency or office where there is substantial contact with the public and shall also make applications available online.

SECTION 4. ISSUANCE OF MUNICIPAL IDENTITY CARDS

- A. The Kingston ID Card shall be available to any resident of the City of Kingston age 14 years or older, regardless of the individual's race, color, creed, age, national origin, alienage or citizenship status, gender identity, sexual orientation, disability, marital status, partnership status, any lawful source of income, housing status, status as a victim of domestic violence or status as a victim of sex offenses or stalking, or conviction or arrest record, provided that such resident is able to meet the identity and residency requirements as set forth in this legislation.
- B. The City of Kingston shall establish an application fee for municipal identification cards of \$10 for adults and \$5 for people under the age of 18 or over the age of 62. For those who cannot afford to pay set fee, the City of Kingston will allow for a hardship waiver if witnessed and authenticated documentation can be produced and adjudged to be valid by the City Clerk thereby establishing difficulty to pay.
- C. The Kingston ID Card shall be valid for a period of 4 years from the date of issuance, and thereafter must be renewed in order to remain active and receive benefit with a renewal fee of \$5.00.
- D. The Kingston ID Card program shall be implemented within 6 months of the passage of Legislation.

SECTION 5. MUNICIPAL IDENTITY CARD ELIGIBILITY

- A. Eligibility: In order to obtain a Kingston ID card an applicant must complete an application and provide documentation in order to establish proof of identity and proof of residency within the city as follows:

- (1) Proof of Identity: In order to establish identity, an applicant shall be required to attain 4 points of identification by producing at least one of the following documents from LIST ONE (4 points), current or expired not more than 5 years prior to the date of the the City of Kingston ID card application OR one document from LIST TWO (3 points) along with one document from LIST THREE (1 point).

LIST ONE (4 point documents):

U.S. or foreign passport; U.S. state driver's license; U.S. state identification card; U.S. permanent resident card; a consular identification card; a photo identification card with name, address, date of birth, and expiration date issued by another country to its citizens or nationals as an alternative to a passport for re-entry to the issuing country; a national identification card with photo, name, address, date of birth, and expiration date; a foreign driver's license; U.S. or foreign military identification card; a current visa issued by a government agency. State Veterans ID with photo; U.S. Federal Government or Tribal-issued photo ID; Photo ID issued by an accredited U.S. educational institution; U.S. Union photo ID; Municipal ID.

LIST TWO (3 point documents):

U.S. Permanent Resident (Green Card); U.S. Citizenship and Naturalization Certificate; U.S. or foreign birth certificate; Birth certificate of applicant's child, issued by a State or Territory, or a locality of a State or Territory, or by the U.S. State Department, listing applicant as birth parent; Current U.S. Employment Authorization Document (EAD) or work permit issued by U.S. Citizenship and Immigration Services (USCIS) with date of birth and expiration date.

LIST THREE (1 point document):

Social Security Card; EBT Card; ITIN (Individual Taxpayer Identification Number) card or authorization letter; Voter Registration Card; U.S. school transcript from high school or post-secondary school; U. S. high school diploma, high school equivalency diploma, or U.S. post-secondary school, college or university diploma; Selective Service registration card; Prison discharge papers; Certificate of marriage, domestic partnership, civil union, divorce or dissolution of marriage, domestic partnership or civil union; Employee Identification Card from Employer Located in U.S.; Written verification issued by a social services agency or homeless shelter; Unemployment Photo ID Card.

(2) Proof of Residency: In order to establish residency, an applicant shall be required to produce at least one of the following items of which must show the applicant's name and residential address located within the city and must be dated no more than sixty days prior to the date such document is presented, unless otherwise indicated below:

a utility bill; a current residential property lease; a local property tax statement dated within one year of the date it is submitted; a local real property mortgage payment receipt; a bank account statement; proof that the applicant has a minor child currently enrolled in a school located within the city; an employment pay stub; a jury summons or court order issued by a federal or state court; a federal or state income tax or refund statement dated within one year of the date it is submitted; an insurance bill (homeowner, renter, health, life, or automobile insurance); written verification issued by a homeless shelter located within municipality that confirms at least fifteen days residency; written verification issued by a hospital, health clinic or social services agency located within the City of Kingston confirming at least fifteen days residency.

SECTION 6. APPEALS PROCESS

- A. Hearing: Any refusal to issue a Kingston ID card or to renew a Kingston ID card made hereunder shall be by written notice issued by the City Clerk, or his/her designee, to the applicant. Said notice shall include a statement that the applicant is entitled to demand a hearing, provided that such demand is made in writing to the City Clerk, and such hearing shall be conducted within 30 days after the applicant or licensee's request is received by the City Clerk or his/her designee.
- B. Decision: Upon receipt of a demand for a hearing, the City Clerk shall transmit such request to the City Administrator, who shall appoint a hearing officer to make a report

and recommendation to the City Administrator within thirty (30) days of the date of the hearing. The City Administrator shall have the final authority to uphold, reverse or modify the decision of the City Clerk, after consideration of the hearing officer's report and recommendation.

- C. Demand for hearing: Any demand for a hearing must be made in writing, within 10 days after mailing notice of the refusal of the City Clerk to issue a Kingston ID card.

SECTION 7. CONFIDENTIALITY OF MUNICIPAL ID CARD APPLICATION INFORMATION & DATA.

- A. The City of Kingston shall not retain originals or copies of records provided by an applicant to prove identity or residency for a Kingston ID card; any such records must be returned to the applicant or disposed of in a timely fashion.
- B. The City will retain the name, date of birth, card number, and expiration date for all IDs, giving the City the ability to prevent duplicates.
- C. The City of Kingston shall not disclose information about Kingston ID card applicants to any public or private entity or individual, including federal, state, or city immigration or law enforcement entities. In the event of litigation, the City of Kingston shall defend against the disclosure of such information to the maximum extent possible under the law. This protection shall extend to the Kingston ID card application forms, information contained on those forms or obtained through the Kingston ID card application process, to the lists of individuals who hold or have applied for the Kingston ID card, and to the fact of any individual's participation in the Kingston ID card program.

SECTION 8. ACCESS TO SERVICES

- A. All municipal agencies and offices, and all municipal employees, including law enforcement officers, shall accept the Kingston ID card as proof of identity and residency, excluding in cases where acceptance of the Kingston ID card is precluded by state or federal law.
- B. The City of Kingston shall seek to promote and expand the benefits associated with the Kingston ID card and shall take reasonable efforts to promote the acceptance of the card by banks and other public and private institutions located within the City.
- C. The City of Kingston agencies and officers shall not require the possession of a Kingston ID card where identification is not already required in order to obtain city services. Provided, however, that agencies may require the possession of a Kingston ID card to obtain benefits or privileges offered exclusively to those who possess a Kingston ID card as an incentive to apply for a municipal identity card.
- D. The City of Kingston will administer and maintain reasonable and appropriate training for all municipal personnel, municipal offices, and law enforcement officers to ensure that the Kingston ID card is effectively accepted per intended use as is outlined in this legislation.

SECTION 9. LANGUAGE ASSISTANCE SERVICES

The City of Kingston shall, consistent with all federal, state and local laws, provide language assistance to applicants for the municipal identity cards to facilitate access thereto. The Common Council of the City of Kingston shall identify and implement measures, including but not limited to staff training, community outreach, and language assistance tools, to address the needs of limited English proficient individuals in the successful administration of the Kingston ID card program.

SECTION 10: COUNTERFEIT AND FRAUDULENT CARDS

It is a violation of the City of Kingston ID code under this section for any person or entity to undertake any of the following acts. A fine of no more than \$100 may be imposed for each violation:

- A. To knowingly present false information in the course of applying for a Kingston ID card.
- B. To alter, copy, or replicate a Kingston ID card without the authority of the City of Kingston.
- C. To use a Kingston ID card issued to another person, with the intent to cause a third person or entity to believe the holder of the card is the person to whom the card was issued.

SECTION 11: EFFECTIVE DATE

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

SECTION 12: SEVERABILITY

The invalidity or unenforceability of any section, subsection, paragraph, sentence, clause, provision, or phrase of the aforementioned sections, as declared by the valid judgment of any court of competent jurisdiction to be unconstitutional, shall not affect the validity or enforceability of any other section, subsection, paragraph, sentence, clause, provision, or phrase, which shall remain in full force and effect.

SECTION 13: NUMBERING

It is the intention of the Common Council and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of the city of Kingston, New York, and the sections of this ordinance may be renumbered to accomplish such intention.

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

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

Whereas, This increase has resulted in a large number of uninsured or significantly underinsured New Yorkers, despite the adoption of the New York Health Plan Marketplace; and

Whereas, According to data released by the Centers for Disease Control and Prevention (CDC) in 2018, New York's uninsured rate was 4.9 percent in 2017; and

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

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

Whereas, The New York Health Act will create a comprehensive program of high-quality, comprehensive healthcare coverage for all New Yorkers; and

Whereas, Every New York resident will be eligible to enroll, regardless of age, income, wealth, employment, or other status; and

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

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

Whereas, The program will eliminate deductibles and copays, and all healthcare costs would be covered by a progressively-graduated payroll tax similar to Medicare and a progressively-graduated tax on non-payroll income, such as interest, dividends, and capital gains; and

Whereas, the NYHA has passed the New York Assembly three times in 2015, 2016, and 2017; and

Whereas, The single-payer New York Health plan would drastically increase access to health care and improve health outcomes for residents in New York; now, therefore, be it

Resolved, That the Common Council of Kingston, New York calls on the State Legislature to pass and the Governor to sign A.4738-A/S.4840-A, legislation that would establish the New York Health program, a universal single payer health plan for all New York State residents.

Winnie, Carly

From: Jnoble <jnoble39@aol.com>
Sent: Sunday, September 09, 2018 8:22 PM
To: Winnie, Carly
Subject: Fwd: Memorializing Resolution to Consider
Attachments: 2018-09-07 New York Health Act Resolution.docx; ATT00001.htm

Hi Carly

Please add to the PS Committee Communications. Thank you . Jim

Sent from my iPhone

Begin forwarded message:

From: "Scott-Childress, Reynolds" <rscott-childress@kingston-ny.gov>
Date: September 7, 2018 at 12:36:22 PM EDT
To: "Noble, James" <jnoble@kingston-ny.gov>, James Noble <jnoble39@aol.com>
Cc: "Winnie, Carly" <cwinnie@kingston-ny.gov>, Alderman <Alderman@kingston-ny.gov>
Subject: RE: Memorializing Resolution to Consider

And here attached is the resolution.

Best wishes,
 Rennie

Reynolds J. Scott-Childress
 Alderman, Ward 3, City of Kingston
 (845) 616-3687 mobile

From: Scott-Childress, Reynolds
Sent: Friday, September 7, 2018 12:33 PM
To: Noble, James; James Noble
Cc: Winnie, Carly; Alderman
Subject: Memorializing Resolution to Consider

Dear President Noble,

Attached please find a memorializing resolution, calling for an improved system of health insurance in New York State, for consideration at a Common Council committee meeting in September.

Best wishes,
 Rennie

Reynolds J. Scott-Childress
 Alderman, Ward 3, City of Kingston
 (845) 616-3687 mobile

Winnie, Carly

From: Worthington, Rita
Sent: Thursday, August 30, 2018 12:23 PM
To: Schabot, Steven; Noble, James
Cc: Winnie, Carly
Subject: Handicapped Parking

Hi Steve:

In yesterday's public safety meeting, I neglected to bring the necessary information for a handicapped parking sign. I have that info now and am wondering if it could be processed. I would hate to have to wait until next month to get this woman's handicapped parking.

Her name is Barbara Faulcon, 83 Cedar Street - Permit # 4560966; Exp. 2022. She [REDACTED] said everyday she is looking for the person who parks their vehicle in front of her house/garage.

Let me know, so I know what to tell her.

Thanks.
Rita

CITY OF KINGSTON**Office of the Mayor**

mayor@kingston-ny.gov

Steven T. Noble
Mayor



September 7, 2018

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

RE: Peaceful Guardians Project

Dear President Noble,

I have recently been approached by the Center for Creative Education regarding the development of an important new initiative in our community, the *Peaceful Guardians Project (PGP)*.

The purpose of the **PGP** is to achieve three specific outcomes. First, the **PGP** is intended to foster a more constructive and supportive relationship between Kingston Police officers and youth in the City of Kingston. Second, the **PGP** will give both police and youth critical skills necessary to better manage fear and anger, as well as create more effective communication tools. Third, the **PGP** will improve quality of life issues, which will promote greater physical and emotional health at home, at work and at school. For police officers, there will be a specific focus on stress management and wellness. For the youth, there will be heightened focus on academics, school attendance and career planning. Outcomes will be monitored by an independent third party.

Chief Tinti and I believe this program can have a positive impact on our community and will be proposing a strong collaboration with the program in 2019. In order to ensure that this effort is successful, we are proposing a budgetary transfer of \$20,000 from Regular Pay to Contracted Services to underwrite the cost of planning and preparation for a January program launch.

I respectfully request that this matter be referred to the Finance Committee for further discussion and consideration. Representatives from the Center for Creative Education and the Kingston Police Department will be in attendance to answer any questions the Committee may have.

Respectfully Submitted,

Steven T. Noble
Mayor

CITY OF KINGSTON**Office of the Mayor**

mayor@kingston-ny.gov

Steven T. Noble
Mayor



September 7, 2018

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

RE: Alternate Side Parking

Dear President Noble,

As you will recall, the Common Council support our efforts in December 2017 to establish City-wide snow emergency alternate side parking. We received excellent feedback from community members, particularly those who did not have access to off-street parking and therefore often struggled to adhere to the City's previous policy in which all parked vehicles were required to be moved off of the road after a snow emergency was declared.

In order for this policy to be even more effective, I would like the Common Council to consider changing regular alternate side parking rules to be consistent with snow emergency alternate side parking rules as they relate to how the parking day is defined. Specifically, I would like to replace regular parking rules that state one side of the street parking is limited to, for example, "Tuesday, Thursday and Saturday" to instead state that the side of the street is determined by whether it is an "Even Day" or "Odd Day." Even and odd is determined by the calendar date and the address on the street.

This change would improve our system in two ways: 1) The community will gain a better understanding of the even/odd system throughout the year and 2) When a snow emergency is called, there won't be the chance of an "Even Day" conflicting with the day of the week that individuals typically park. This change will assist more individuals to be compliant with parking rules, resulting in fewer parking violations and better accessibility on our roadways.

Please refer this matter to the appropriate committee for consideration.

Respectfully Submitted,

A handwritten signature in dark ink, appearing to read "Steven T. Noble", is written over a horizontal line.

Steven T. Noble
Mayor

CITY OF KINGSTON**Office of the Mayor**

mayor@kingston-ny.gov



Steven T. Noble
Mayor

September 7, 2018

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

RE: Kingston City Land Bank

Dear President Noble,

As you will remember, the Common Council adopted a resolution in 2015 to create the Kingston City Land Bank (KCLB). Since that time, my staff has been working diligently to advance the development of the KCLB, which resulted in approval from Empire State Development in March 2018 to officially establish the KCLB and file for its Certificate of Incorporation.

The KCLB has been formed with the purpose of acquiring title to city-owned and other distressed properties in the City of Kingston, removing barriers to redevelopment, and returning the properties to the tax rolls. The key priorities of the KCLB will be to ensure that the reuse of these properties provides opportunities for homeownership for those who might not otherwise be afforded such opportunity, to maintain a range of affordability in the city's housing stock, and to guide the redevelopment of properties to enhance neighborhoods and suit the needs of the residents of those neighborhoods. I have received applications from many highly qualified applicants to serve on the Board of Directors and I expect to make the appointments in the coming week. Once those Board members are in place, the KCLB policies and procedures can be created and adopted.

We have been working to secure funding to support the KCLB and I am writing to you to request that you refer the matter to the Finance Committee. At that time, I will give a presentation to the Committee members on the progress of accessing grant funding to support the KCLB and will ask that they consider resolutions to authorize me to execute the necessary agreements related to accessing grant funds.

Thank you for your consideration of this matter.

Respectfully Submitted,

Steven T. Noble
Mayor

Winnie, Carly

From: Amy Keller <janesicecream@gmail.com>
Sent: Friday, September 07, 2018 1:51 PM
To: DouglasKoop@aol.com; Noble, James; Winnie, Carly; Tuey, John; johnhalstein@gmail.com; karen@boptotottom.com
Subject: Jane's Ice Cream/Common Council Meeting

Dear Carly

This is our written request to get on the agenda for the common council meeting in Sept. to have the appropriate committee address the lack of loading zones on Wall St. Kingston. We have spoken with the mayor, John Tuey and our alderman and we all feel that this is the next step in creating a solution for a problem which is getting increasing worse.

Please let me know you got this as today is the deadline for this request for Sept. meeting.

Thanks, Amy Keller

--

Amy Keller
Jane's Homemade Ice Cream
307 Wall Street
Suite 5
Kingston, NY 12401
845 3381801
www.janesicecream.com
CELEBRATING OVER 30 YEARS
1985-2018

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK, APPROVING A POLICY FOR NAMING OF CITY PROPERTY

Sponsored By: Public Safety/General Government Committee: Alderman Carey, Dunn, Noble, Ball, Mills

WHEREAS, the Common Council of the City of Kingston is responsible for the naming of City property, such as public streets, including boulevards, avenues, drives, pedestrian and other public and private rights-of-ways, and walkways, buildings and rooms; and

WHEREAS, a policy setting forth the criteria and process by which a commemorative is added to a street or other property owned by the City needs to be approved; and

WHEREAS, it is in the best interests of the City to approve the policy; and

WHEREAS, the action is categorized under 6 NYCRR, Part 617.5 (c) (20) as Type II.

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

SECTION-1. That the Common Council hereby approves the policy as presented addressing the issue of naming of City Property, as attached hereto.

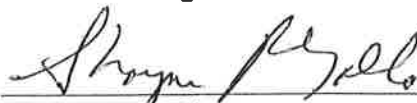
SECTION-2. That a negative declaration of environmental significance is not needed pursuant to 6 NYCRR, Part 617.5 (c) (20), Type II.

SECTION-3. This resolution shall take effect immediately.

Submitted to the Mayor this 7th day of August, 2013


Carly Williams, City Clerk

Approved by the Mayor this 9th day of August, 2013


Shayne R. Gallo, Mayor

Adopted by Council on August 6, 2013

The Common Council of the City of Kingston is responsible for the naming of City property, such as public streets, including boulevards, avenues, drives, pedestrian and other public and private rights-of-ways, and walkways, buildings, and rooms. Naming and renaming City property is often a serious, complicated, and costly matter. The purpose of the policy is to set forward appropriate criteria and a process by which a commemorative name is added to a street or other property owned by the City.

Criteria

1. It should be determined that the person being memorialized or honored meet one or more of the following criteria:
 - a. Has a long- standing local or community identification with City residents.
 - b. Made substantial contributions to the advancement or to the betterment of a specific area of the City or the city as a whole.
 - c. Is associated to an economic development or redevelopment activity in an area that benefits the city.
 - d. Had a positive impact on the lives of the City's residents.
 - e. Served in the military.
 - f. Volunteered for ten (10) or more years of service to the community.
2. The person or persons must have been deceased at least 6 months before an application is made. Only in rare circumstances and upon a showing of good cause may be waived
3. The location and/or building should receive broad community support and should be in an appropriate setting.
4. A written request must be provided to the Mayor. The written request shall include the requested commemorative name, the reason justifying the commemoration, the existing street number and/or name, and the location of the commemorative signage, and any information regarding requested signage, plaques, or memorial. Written permission to use the name shall be provided by family members, if they are living.
5. In the case of a commemorative name for a street:
 - a. the City will provide a commemorative name to a street that does not result in a street name change;

- b. because of the potential for confusion and quantity of signs throughout the City, and the City's desire to keep additional signage to a maximum of two locations should be identified for the commemorative sign instead of adding signage along the entire length of the street; and
 - c. it is encouraged that a written request be accompanied by a petition signed by recorded property owners who own structures on the street proposed for the commemoration.
- 6. A request for a commemorative name must be accompanied by a fee in an amount established by the Common Council. At the discretion of the Mayor, the fee may be waived or reduced.
- 7. The Mayor shall first review and approve the applicant's written request. If the Mayor approves the written request, then the Mayor shall submit a letter of support to the President of the Council for the Council's consideration.
- 8. The Council or the Mayor may require a public hearing to determine if the commemorative name is appropriate and consistent with the interests of the general public.
- 9. Any requests for plaques, memorials, or any City property not covered by this policy will be subject to individual consideration or addressed by any policy that is currently in place, such as the "Policy for Monuments, Memorials and Plaques in Public Spaces".

Winnie, Carly

From: Noble, James
Sent: Wednesday, September 12, 2018 12:13 PM
To: Winnie, Carly
Subject: Fwd: Hutton Park

Carly
Please refer to PS Committee . Thank you. Jim

Sent from my iPhone

Begin forwarded message:

From: "Schabot, Steven" <sschabot@kingston-ny.gov>
Date: September 3, 2018 at 12:13:12 PM EDT
To: "Noble, James" <jnoble@kingston-ny.gov>
Subject: Hutton Park

Jim

As per our conversation, we would like to dedicate the pavilion at Hutton Park in memory of Joe Hoffman. Joe was a dedicated volunteer in Kingston, served in the US Marine Corps, a member of the Kingston Baseball Hall of Fame and a long time member of the Parks and Recreation Commission. Joe passed away in November from ALS. I don't believe this structure falls under the same guidelines as a naming a building, but the Council should be advised of the plans. Perhaps a brief meeting prior to caucus next week (General Government?).

The ceremony is scheduled for September 12th.

Thanks

Steve

RESOLUTION #158 of 2018

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

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

WHEREAS, Citibus has requested a budget transfer in the amount of \$25,000 to cover unanticipated overages for substitute drivers and consultants related to the FTA grant; 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 \$25,000 be transferred as follows:

FROM:	A15630.5101	Regular Pay	\$15,000
	A15630.5112	Part Time Employees	\$10,000
TO:	A15630.5120	Substitute Employees	\$15,000
	A15630.5411	Consultants	\$10,000

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

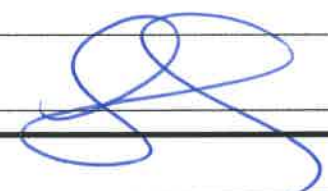
STEVEN T. NOBLE, MAYOR

Adopted by Council September 12, 2018

Financial Impact - 0

BUS bud mod

THE CITY OF KINGSTON COMMON COUNCIL

FINANCE AND AUDIT
COMMITTEE REPORTREQUEST DESCRIPTIONINTERNAL TRANSFER _____
AUTHORIZATION _____
CLAIMS _____CONTINGENCY TRANSFER _____
BUDGET MODIFICATION X _____
ZONING _____TRANSFER _____
BONDING REQUEST _____
OTHER _____DEPARTMENT Cifbs DATE 8/8/18Description: request 2018 budgetary transfer as per attachedEstimated Financial Impact 30Signature Motion by RS-CSeconded by PAK

Action Required:

SEQRA Decision:

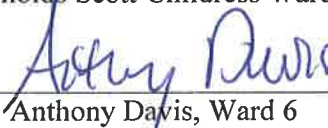
Type I Action _____
Type II Action _____
Unlisted Action _____

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		

Comptroller's Office Mid Year Transfers

Citibus

ACCOUNT	ACCOUNT DESCRIPTION	TRANSFER FROM	ACCOUNT	ACCOUNT DESCRIPTION	TRANSFER TO
A15630.11.5101	Regular Pay	15,000	A15630.11.5120	Substitute Employees	15,000
A15630.11.5112	Part Time Employees	10,000	A15630.14.5411	Consultants	10,000
				<i>FTA Grant</i>	
		25,000			25,000

RESOLUTION #159 of 2018

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

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

WHEREAS, the City Comptroller has submitted a request for internal budgetary transfers to balance accounts and provide funding to pre-fill a personnel vacancy; 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 \$27,000.00 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 September 12, 2018

Financial Impact – 0

THE CITY OF KINGSTON COMMON COUNCIL

FINANCE AND AUDIT
COMMITTEE REPORT

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

DEPARTMENT <u>Comptroller</u>	DATE <u>8/6/18</u>
Description: <u>Request 2018 budgetary transfer to balance accounts and provide funding to pre-fill a personnel vacancy expected to occur when the City's long time tax collector retires.</u>	
There is no financial impact from this transfer. <u>\$27,600</u>	
Estimated Financial Impact <u>\$0</u>	
Signature <u>[Signature]</u>	

Motion by RSC

Seconded by AD

Action Required:

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

Negative Declaration of Environmental Significance: _____

Conditioned Negative Declaration: _____

Seek Lead Agency Status: _____

Positive Declaration of Environmental Significance: _____

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

<u>ACCOUNT</u>	<u>ACCOUNT DESCRIPTION</u>	<u>TRANSFER FROM</u>	<u>ACCOUNT</u>	<u>ACCOUNT DESCRIPTION</u>	<u>TRANSFER TO</u>
A1-1130-14-5412	DATA PROCESSING SUPPORT	8,000	A1-1130-11-5111	SEASONAL EMPLOYEES	3,500
A1-1130-14-5463	POSTAGE	2,000	A1-1315-11-5109	TEMP STATUS CHANGE	1,000
A1-1315-11-5101	REGULAR PAY	3,000	A1-1315-12-5205	DATA PROCESSING EQUIPMENT	550
A1-1315-11-5811	SOCIAL SECURITY	230	A1-1330-11-5101	REGULAR PAY	12,052
A1-1315-14-5402	OFFICE SUPPLIES	220	A1-1330-11-5811	SOCIAL SECURITY	922
A1-1315-14-5411	CONSULTANTS	3,050	A1-1330-18-5821	MEDICAL	8,996
A1-1315-14-5414	EMPLOYEE TRAINING	1,000	A1-1330-18-5826	OPTICAL	80

TRANSFER		TRANSFER	
ACCOUNT	ACCOUNT DESCRIPTION	FROM	TO
A1-1130-14-5412	DATA PROCESSING SUPPORT	8,000	SEASONAL EMPLOYEES
A1-1130-14-5463	POSTAGE	2,000	TEMP STATUS CHANGE
A1-1315-11-5101	REGULAR PAY	3,000	DATA PROCESSING EQUIPMENT
A1-1315-11-5811	SOCIAL SECURITY	230	REGULAR PAY
A1-1315-14-5402	OFFICE SUPPLIES	220	SOCIAL SECURITY
A1-1315-14-5411	CONSULTANTS	3,050	MEDICAL
A1-1315-14-5414	EMPLOYEE TRAINING	1,000	OPTICAL
A1-1315-14-5462	DUES AND SEMINARS	500	
A1-1315-14-5476	MINOR OFFICE EQUIPMENT	250	
A1-1362-14-5464	ADVERTISING	500	
A1-1964-14-5404	MISCELLANEOUS	250	
A1-9050-18-5850	UNEMPLOYMENT INSURANCE	8,100	
		-	
		27,100	27,100

RESOLUTION #160 of 2018

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

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

WHEREAS, a budget transfer has been requested by the Director of Building Safety in the amount of \$10,395.40 to cover the cost of a part time plumbing inspector; 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 \$10,395.40 be transferred as follows:

FROM:	A18010.5101	Zoning	\$10,395.40
TO:	A13621.5112	Plumbing	\$9,000.00
	A13621.5811	Social Security	\$688.50
	A13621.5812	Retirement	\$306.90
	A13621.5834	Uniform Allowance	<u>\$400.00</u>
			\$10,395.40

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 WIINNIE, CITY CLERK

STEVEN T. NOBLE, MAYOR

Adopted by Council on September 12, 2018

Financial Impact – \$0

THE CITY OF KINGSTON COMMON COUNCIL

FINANCE AND AUDIT COMMITTEE REPORT

<u>REQUEST DESCRIPTION</u>			
INTERNAL TRANSFER <u> X </u> AUTHORIZATION _____ CLAIMS _____	CONTINGENCY TRANSFER _____ BUDGET MODIFICATION _____ ZONING _____	TRANSFER _____ BONDING REQUEST _____ OTHER _____	
DEPARTMENT <u> Building Safety & Zoning (KFD) </u> DATE <u> 7/31/2018 </u> Description: <u> Request to transfer funds to pay for a part time plumbing inspector position. </u> (Also 2019?)			
<u>From Account</u>	<u>Amount</u>	<u>To Account</u>	<u>Amount</u>
Zoning 8010.101	\$10,395.00 Pg 100 40	Plumbing 3621.102	\$9,000.00 Pg 97
		Social Security 3621.811	\$ 688.50
		Retirement 3621.812	\$ 306.90
		Uniform Allow. 3621.834	\$ 400.00
Estimated Financial Impact <u> None </u>		Signature <u> Stephen K. </u>	

Motion by RS-C

Seconded by DAK

Action Required: _____

SEQRA Decision:

Type I Action _____

Type II Action _____

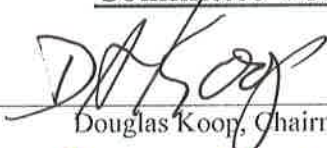
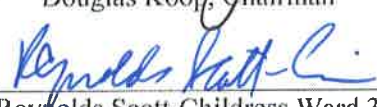
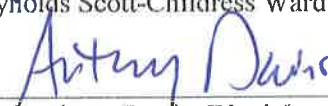
Unlisted Action _____

Negative Declaration of Environmental Significance: _____

Conditioned Negative Declaration: _____

Seek Lead Agency Status: _____

Positive Declaration of Environmental Significance: _____

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		

Mark Brown
Fire Chief

Tom Tiano
Deputy Chief

Stephan Knox
Director

Kingston Fire Department
Building Safety & Zoning Enforcement

5 Garraghan Drive
Kingston, NY 12401
Phone (845) 331-1217
Fax (845) 331-1224



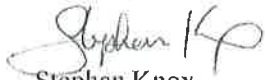
July 31, 2018

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

Dear Alderman at Large Noble:

We respectfully request consideration for the approval of the following budget transfer detailed on the attached finance and audit committee report form. The requested transfer, in the amount of \$10,395.00, will be used for salary and appropriate benefits for the recently posted Plumbing Inspector position.

Sincerely,


Stephan Knox
Director

Cc; Mayor Noble
John Tuey, Comptroller
Douglas Koop, Chairman

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

Sponsored by: Finance/Audit Committee
Aldermen Koop, Will, Davis, Schabot, Brown

WHEREAS, the City Engineer has requested a transfer in the amount of \$200.00 to cover the cost of uniforms and boots for new employees; 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 \$200.00 be transferred, as follows:

FROM: A11440.5480 Safety Equipment \$200.00

TO: A11440.5834 Uniform Allowance \$200.00

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

Financial Impact: 0

Adopted by Council on September 12, 2018

Eng Bud Mod

THE CITY OF KINGSTON COMMON COUNCIL

FINANCE AND AUDIT
COMMITTEE REPORT

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

DEPARTMENT: Engineering DATE 7/19/2018

Description: In order to provide the new engineering employees with uniforms and boots:

Transfer \$200.00 from 1440 480 - Safety Equipment

Transfer \$200.00 to 1440 834 - Uniform Allowance

Estimated Financial Impact \$0 Signature 

Motion by RS-C

Seconded by DAK

Action Required:

SEQRA Decision:

Type I Action _____

Type II Action _____

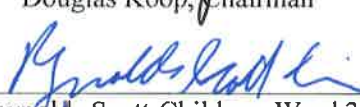
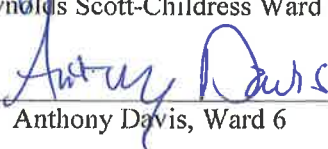
Unlisted Action _____

Negative Declaration of Environmental Significance: _____

Conditioned Negative Declaration: _____

Seek Lead Agency Status: _____

Positive Declaration of Environmental Significance: _____

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	☐	☐

F.E.D.[∞] ②

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

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



Steven T. Noble, Mayor

July 19, 2018

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

RE: 2018 Budget Transfer

Dear President Noble:

The Engineering Department has hired two employees this year, an Environmental Specialist and an Engineering Aide. Resulting from the duties performed in the Engineering Department we supply uniform apparel including t-shirts, pants, and steel toed boots.

In order to provide the new employees with uniforms I propose to transfer certain line items in the 1440 Engineer Budget as follows:

- Transfer \$200.00 from 1440.480 – Safety Equipment
- Transfer \$200.00 to 1440.834 – Uniform Allowance

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

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

Respectfully,

Ralph Swenson
City Engineer

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

RESOLUTION #162 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 \$100,000
FOR SANITARY SEWER MANHOLE IMPROVEMENTS AT THE INTERSECTION OF
FURNACE AND HENRY STREETS

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

WHEREAS, the failure of a pipe connection in the deep sanitary sewer at the intersection of Furnace and Henry Street, with associated soil loss has resulted in continued pavement sinking; and

WHEREAS, the depth of the repair and the condition of the existing brick manhole has made replacement of the old brick manhole and new pipe connects to all contributing sewer mains necessary; and

WHEREAS, anticipated costs for replacement of the manhole is estimated at \$75,000 - \$100,000; and

WHEREAS, bonding has been requested in the amount of \$100,000 to cover the costs of this project.

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

SECTION 1. That the Common Council authorizes the amount of \$100,000.00 to be provided through General Municipal bonding for the Furnace and Henry Street Manhole Replacement Project

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 September 12, 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 <u>X</u> _____ OTHER _____
DEPARTMENT <u>ENGINEERING</u> DATE <u>8-8-18</u> Description: <u>AS THE SEWER MAIN & CONNECTING PIPES</u> <u>REQUIRE REMEDIATION,</u> <u>REQUEST BONDING IN THIS AMOUNT</u> <u>OF \$100K FOR ENGINEERING AND CONSTRUCTION</u> Estimated Financial Impact <u>\$100,000.-</u> Signature <u>[Signature]</u>		

Motion by RS-CSeconded by DAK

Action Required:

SEQRA Decision:

Type I Action _____

Type II Action _____

Unlisted Action _____

Negative Declaration of Environmental Significance: _____

Conditioned Negative Declaration: _____

Seek Lead Agency Status: _____

Positive Declaration of Environmental Significance: _____

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

BOND ORDINANCE DATED SEPTEMBER 12, 2018.

AN ORDINANCE AUTHORIZING THE HENRY STREET/FURNACE STREET INTERSECTION SANITARY SEWER MANHOLE IMPROVEMENT PROJECT IN AND FOR THE CITY OF KINGSTON, ULSTER COUNTY, NEW YORK, AT A MAXIMUM ESTIMATED COST OF \$100,000, AND AUTHORIZING THE ISSUANCE OF \$100,000 BONDS OF SAID CITY TO PAY COSTS 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 Henry Street/Furnace Street Intersection Sanitary Sewer Manhole Improvement Project in and for the City of Kingston, Ulster County, New York, is hereby authorized at a maximum estimated cost of \$100,000.

Section 2. The plan for the financing thereof is by the issuance of \$100,000 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 forty years, pursuant to subdivision 4 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.

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 _____

The ordinance was thereupon declared duly adopted.

* * * * *

LEGAL NOTICE OF ESTOPPEL

The bond ordinance, a summary of which is published herewith, has been adopted on September 12, 2018, and the validity of the obligations authorized by such ordinance may be hereafter contested only if such obligations were authorized for an object or purpose for which the City of Kingston, New York, is not authorized to expend money, or if the provisions of law which should have been complied with as of the date of publication of this notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of publication of this notice, or such obligations were authorized in violation of the provisions of the Constitution.

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

Dated: Kingston, New York,
_____, 2018.

City Clerk

BOND ORDINANCE DATED SEPTEMBER 12, 2018.

AN ORDINANCE AUTHORIZING THE HENRY STREET/FURNACE STREET INTERSECTION SANITARY SEWER MANHOLE IMPROVEMENT PROJECT IN AND FOR THE CITY OF KINGSTON, ULSTER COUNTY, NEW YORK, AT A MAXIMUM ESTIMATED COST OF \$100,000, AND AUTHORIZING THE ISSUANCE OF \$100,000 BONDS OF SAID CITY TO PAY COSTS THEREOF.

Specific object or purpose:	Henry Street/Furnace Street Intersection Sanitary Sewer Manhole Improvement Project
Maximum Estimated Cost:	\$100,000
Period of probable usefulness:	40 years
Amount of obligations to be issued:	\$100,000 bonds

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



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

+1 212 506 5000

orrick.com

August 22, 2018

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

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

Thomas E. Myers

E tmyers@orrick.com

D +1 212 506 5212

F +1 212 506 5151

Re: City of Kingston, Ulster County, New York
Henry Street/Furnace Street Intersection Sanitary Sewer Manhole Improvement Project
\$100,000 Bonds
Orrick File: 42394-2-77

Dear John:

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

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

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

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

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

With best wishes,

Very truly yours,

Tom

Thomas E. Myers

TEM/es

Enclosures

THE CITY OF KINGSTON COMMON COUNCIL

FINANCE AND AUDIT
COMMITTEE REPORTREQUEST DESCRIPTIONINTERNAL TRANSFER _____
AUTHORIZATION _____
CLAIMS _____CONTINGENCY TRANSFER _____
BUDGET MODIFICATION ☒ _____
ZONING _____TRANSFER _____
BONDING REQUEST ☒ _____
OTHER _____DEPARTMENT Engineering DATE 8/18/18Description: Request bonding in the amount of \$100,000 to provide
funding for Sanitary Sewer manhole improvements located at the
intersection of Henry & Furnace StreetsEstimated Financial Impact \$100,000 Signature Motion by RS-CSeconded by DAK

Action Required:

SEQRA Decision:

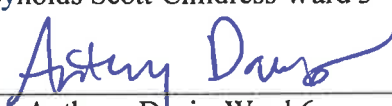
Type I Action _____
Type II Action _____
Unlisted Action _____

Negative Declaration of Environmental Significance: _____

Conditioned Negative Declaration: _____

Seek Lead Agency Status: _____

Positive Declaration of Environmental Significance: _____

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

RESOLUTION #164 of 2018

AN ORDINANCE AMENDING AN ORDINANCE IN RELATION TO TRAFFIC ON THE PUBLIC STREETS
OF THE CITY OF KINGSTON, NEW YORK REPEALING HANDICAP PARKING ON ST JAMES STREET

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 REPEALING the following:

Handicapped Parking (and signage) at 136 St James Street

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

Section 3: This ordinance shall take effect immediately after passage, approval and publication 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 September 12, 2018

Handicap Remove

THE CITY OF KINGSTON COMMON COUNCIL

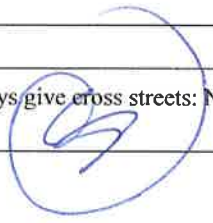
PUBLIC SAFETY/GENERAL GOVERNMENT COMMITTEE REPORT

DEPARTMENT _____

DATE 8/29/18

Description _____

Resolution to remove handicapped
zone-d signage from 136 St. James Street

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

Motion by RSC

Seconded by JM

Action Required: _____

SEQRA Decision:

Type I Action _____

Type II Action _____

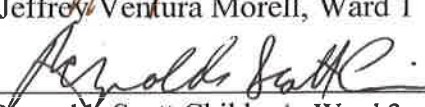
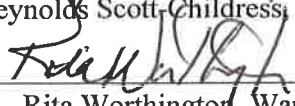
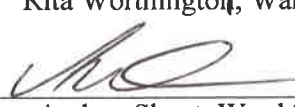
Unlisted Action _____

Negative Declaration of Environmental Significance: _____

Conditioned Negative Declaration: _____

Seek Lead Agency Status: _____

Positive Declaration of Environmental Significance: _____

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

Schabot

Winnie, Carly

From: Carey, Bill
Sent: Tuesday, August 28, 2018 7:16 AM
To: Schabot, Steven; jnoble39@aol.com; Winnie, Carly
Subject: Removal of handicapped sign

Jim/Steve

Would it be possible to add an item to your Public Safety meeting on Wednesday?

I received a phone call asking that the handicapped parking designation at 136 St James Street be removed. The woman who requested it called me to say she moved so this is no longer necessary.

Thank you and please confirm you received this ok.

Bill Carey
Ward 5

Sent from my iPhone

RESOLUTION 165 OF 2018

MEMORIALIZING RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK, IN OPPOSITION TO PROPOSED PLANS FOR COASTAL STORM RISK MANAGEMENT WITHOUT SUFFICIENT STUDY

WHEREAS, from July 9 through July 11, 2018, the U.S. Army Corps of Engineers (US ACOE) held public meetings for the first and only time regarding its “New York/New Jersey Harbor and Tributaries (NYNJ HATS) Coastal Storm Risk Management” (CSRМ) Feasibility Study which includes the Hudson River Estuary as part of a three-year study which began in July 2016; and

WHEREAS, the public comment period has been extended to September 20, 2018; and

WHEREAS, the City of Kingston is located 90 miles north of the Battery in New York City and has tidal waterfront on the Hudson and its tributary the Rondout Creek; and

WHEREAS, the Hudson River is a Superfund site due to contamination with PCBs; and

WHEREAS, four of the ACOE’s proposed alternative plans (2, 3A, 3B and 4) involve outer and inner harbor barriers that almost entirely block either the Hudson River or major New York Harbor tributaries during storm events and would alter river and tributary flow patterns at all times; and

WHEREAS, two of the ACOE’s alternatives propose barriers (2 and 3A) that would entirely close off the harbor and river from the Atlantic during storm events and would alter river and tributary flow patterns at times; and

WHEREAS, the proposed barriers could impede the estuary’s tidal flow, contaminant and sediment transport, and migration of fish, and impede the tidal “respiration” of the river; and

WHEREAS, over time, the frequent deployment of barriers have the potential to:

- 1) significantly restrict migrations of striped bass, Atlantic sturgeon, herring, shad, eel and other species essential to the Hudson estuary,
- 2) prevent the ocean tide from flushing NY Harbor, and
- 3) inhibit inland rainstorm flood waters like those of Irene and Lee in 2011 from leaving the Hudson; and

WHEREAS, open tidal exchange is essential to move sediment and flush contaminants and if tidal exchange is restricted, the harbor could require much more dredging to maintain shipping channels. Sewage and other contaminants could flush to the ocean more slowly, resulting in more pollution for our already contaminated harbor and river; and

WHEREAS, proposed alternative #5 – described as “Perimeter-only” and relying entirely on shoreline-based floodwalls and levees - is the only scenario presented so far that may protect low-lying communities from storm surge from storms like Irene, Lee and Sandy, while leaving our rivers to continue to flow naturally; and

WHEREAS, the proposed plans with in-water barriers do not account for climate change and do nothing to help communities adapt to sea level rise; and

WHEREAS, insufficient scientific data is available to fully understand the consequences of altering Hudson River flow with permanent barriers; and

Nutrient concentrations throughout the study area
Frequency of algae blooms throughout the study area
The degree and cost of wastewater treatment required to comply with the Clean Water Act, in light of reduced tidal exchange / flushing
Induced coastal flooding or deflection of storm surge to areas adjacent to any barrier alternatives
Back-flooding inland of any barriers due to heavy rain events
Commercial shipping
Recreational boating
Cost to state taxpayers for future operation and maintenance of ship and tide gates in any barriers

SECTION 6. This resolution shall be distributed to Nancy J. Brighton, Chief, Watershed Section, US ACOE, Senator Chuck Schumer, Senator Kristen Gillebrand, Congressman John Faso, Governor Andrew Cuomo, Secretary of State Rossana Rosado, Senator George Amedore, and Assemblyman Kevin Cahill

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

PUBLIC SAFETY/GENERAL GOVERNMENT COMMITTEE REPORT

DEPARTMENT _____ DATE 8/29/

Description Memoirizing a resolution to oppose plans for Coastal Storm Risk Management, without sufficient study, as per attached.

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

Signature 

Motion by RSC

Seconded by DS

Action Required:

SEQRA Decision:

Type I Action _____

Type II Action

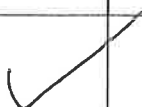
Unlisted Action

Negative Declaration of Environmental Significance: _____

Conditioned Negative Declaration:

Seek Lead Agency Status: _____

Positive Declaration of Environmental Significance: _____

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

MEMORIALIZING RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK, IN OPPOSITION TO PROPOSED PLANS FOR COASTAL STORM RISK MANAGEMENT WITHOUT SUFFICIENT STUDY

WHEREAS, from July 9 through July 11, 2018, the U.S. Army Corps of Engineers (US ACOE) held public meetings for the first and only time regarding its “New York/New Jersey Harbor and Tributaries (NYNJ HATS) Coastal Storm Risk Management” (CSRM) Feasibility Study which includes the Hudson River Estuary as part of a three-year study which began in July 2016; and

WHEREAS, the public comment period has been extended to September 20, 2018; and

WHEREAS, the City of Kingston is located 90 miles north of the Battery in New York City and has tidal waterfront on the Hudson and its tributary the Rondout Creek; and

WHEREAS, the Hudson River is a Superfund site due to contamination with PCBs; and

WHEREAS, four of the ACOE’s proposed alternative plans (2, 3A, 3B and 4) involve outer and inner harbor barriers that almost entirely block either the Hudson River or major New York Harbor tributaries during storm events and would alter river and tributary flow patterns at all times; and

WHEREAS, two of the ACOE’s alternatives propose barriers (2 and 3A) that would entirely close off the harbor and river from the Atlantic during storm events and would alter river and tributary flow patterns at times; and

WHEREAS, the proposed barriers could impede the estuary’s tidal flow, contaminant and sediment transport, and migration of fish, and impede the tidal “respiration” of the river; and

WHEREAS, over time, the frequent deployment of barriers have the potential to:

- 1) significantly restrict migrations of striped bass, Atlantic sturgeon, herring, shad, eel and other species essential to the Hudson estuary,
- 2) prevent the ocean tide from flushing NY Harbor, and
- 3) inhibit inland rainstorm flood waters like those during Irene and Lee in 2011 from leaving the Hudson; and

WHEREAS, open tidal exchange is essential to move sediment and flush contaminants and if tidal exchange is restricted, the harbor could require much more dredging to maintain shipping channels. Sewage and other contaminants could flush to the ocean more slowly, resulting in more pollution for our already contaminated harbor and river; and

WHEREAS, proposed alternative #5 – described as “Perimeter-only” and relying entirely on shoreline-based floodwalls and levees - is the only scenario presented so far that may protect low-lying communities from storm surge from storms like Irene, Lee and Sandy, while leaving our rivers to continue to flow naturally; and

WHEREAS, the proposed plans with in-water barriers do not account for climate change and do nothing to help communities adapt to sea level rise; and

WHEREAS, insufficient scientific data is available to fully understand the consequences of altering Hudson River flow with permanent barriers; and

WHEREAS, Scenic Hudson, Riverkeeper, and many others have voiced their concern and opposition to storm risk management approaches that could severely compromise the health of the Hudson River and its tributaries; and

WHEREAS, City of Kingston is a Climate Smart Community and has completed plans and studies which acknowledge the importance of and/or gives recommendations on how to plan for sea-level rise: Hudson Riverport: Brownfield Opportunities Areas Studies (Adopted 2015); Kingston Climate Action Plan (2012); Kingston Comprehensive Plan (Adopted 2016); Natural Resources Inventory (Draft June 2018); Planning for Rising Waters: Final Report of the City of Kingston Tidal

Storm surge barriers threaten the very life of the Hudson River

The U.S. Army Corps of Engineers is considering several options for coastal storm protections in our region, and some of these options would have catastrophic consequences for the Hudson and New York Harbor. Specifically, storm surge barriers – giant ocean gates – would choke off tidal flow and the migration of fish – damaging the life of the Hudson River Estuary forever.

This is a critical time to speak out and prevent a short-sighted decision.

In response to Superstorm Sandy, the U.S. Army Corps of Engineers (USACE) initiated the **NY/NJ Harbor & Tributaries (NYNJHAT) Coastal Storm Risk Management Feasibility Study**, affecting more than 2,150 square miles, 25 NY and NJ counties and 16 million people. Communities along the shorelines of NYC, Long Island, NY Harbor, northern NJ, the Hudson River up to Troy, and western Connecticut are affected. The goal is to reduce the risk of coastal storm damage to communities and critical infrastructure. The Corps has offered six alternative conceptual designs:

Alternative 1: “No Action,” meaning no new action by the Corps. Instead the region would move forward with numerous existing flood control projects already in the works.

Alternative 2: Build two in-water barriers, from Sandy Hook to Breezy Point (5 miles) and across Long Island Sound near Throgs Neck Bridge (*see map at right*).

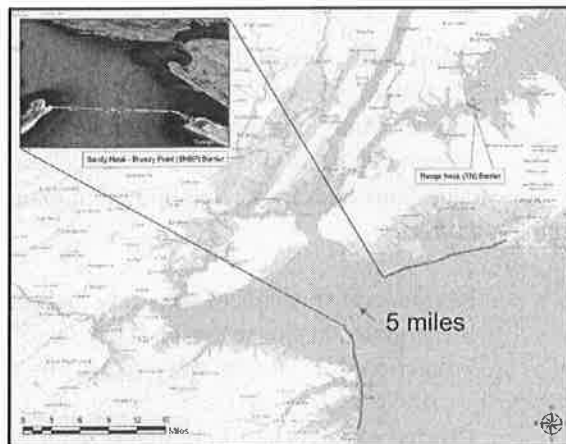
Alternative 3A: Build in-water barriers in the Arthur Kill, Jamaica Bay, Verrazano Narrows, Pelham Bay, and Throgs Neck, and a levee or berm system along Brighton Beach and the Rockaways.

Alternative 3B: Build in-water barriers in the Arthur Kill, Kill Van Kull, the Gowanus Canal, Pelham Bay, Throgs Neck, Newtown Creek, and Jamaica Bay. Build a levee and berm system and shoreline measures in East Harlem, the NJ upper bay and Hudson River, and the West Side of Manhattan.

Alternative 4: Build in-water barriers in Pelham Bay, Jamaica Bay, Newtown Creek, the Gowanus Canal, and the Hackensack River. Build shoreline measures in East Harlem, the NJ Upper Bay and Hudson River, and the West Side of Manhattan.

Alternative 5: Build only shoreline measures along the perimeter of coastal locations (dunes, berms and levees). Note that these shoreline protections are in addition to the wide array of shoreline flood control projects already planned or under way which are shown in Alternative 1.

Several of these plans – specifically, the ones including giant in-water barriers throughout NY Harbor (Alternatives 2, 3A, 3B & 4) – threaten the very existence of the Hudson as a living river. These in-water barriers would disrupt the migrations of the river’s iconic species (striped bass, Atlantic



Winnie, Carly

From: Noble, James
Sent: Wednesday, August 15, 2018 1:57 PM
To: Winnie, Carly
Subject: Fwd: Hudson River Municipal and County Leaders: Sample Resolution Language to Take Action on Storm Surge Proposal by September 20th.
Attachments: Sample Resolution Language_ Storm Barriers ProposalSept20.pdf; ATT00001.htm; Storm Barriers Fact Sheet - electeds.pdf; ATT00002.htm

Hi Carly

Could you please forward this on to the CAC Committee for a recommendation to the Council. Thank you. Jim

Sent from my iPhone

Begin forwarded message:

From: Rebecca Martin <rmartin@riverkeeper.org>
Date: August 15, 2018 at 1:41:16 PM EDT
To: Rebecca Martin <rmartin@riverkeeper.org>
Subject: **Hudson River Municipal and County Leaders: Sample Resolution Language to Take Action on Storm Surge Proposal by September 20th.**

Good afternoon,

As you know, the U.S. Army Corps of Engineers (USACE) is considering several options for coastal storm protections in our region, and some of these options would have catastrophic consequences for the Hudson and New York Harbor. Specifically, storm surge barriers – giant ocean gates – would choke off tidal flow and the migration of fish – damaging the life of the Hudson River Estuary forever.

[VIEW](#): USACE maps of coastal storm protection alternatives
[VIEW](#): Riverkeeper information page

The USACE has opened a public comment period, ending September 20, to consider the “scope” of issues it should study in the preliminary environmental review. Attached you will find our sample resolution language and fact sheet for elected officials to take action and to make a difference. Please distribute these materials to all decision-makers concerned with the USACE New York - New Jersey Harbor and Tributaries (NYNJHAT) Coastal Storm Risk Management Feasibility Study, affecting more than 2,150 square miles, 25 New York and New Jersey counties and 16 million people. Those decision-makers include supervisors, mayors, executives, city, town or village managers, council or trustee members, planning departments and planning board members, environmental departments and board members. Communities along the shorelines of New York City, Long



Sample Resolution Language: Storm Surge Proposal

URGING, We, as representatives of [insert name of municipality] in [county] urge Basil Seggos, Commissioner, New York State Department of Environmental Conservation (NYSDEC), Bryce Wisemiller, NY District Project Manager, U.S. Army Corps of Engineers (USACE) and Nancy J. Brighton, Chief, Watershed Section, Environmental Analysis Branch, Planning Division, U.S. Army Corps of Engineers to request an extension of the scoping comment period with additional public information and scoping meetings, for the NY/NJ Harbor & Tributaries (NYNJHAT) Coastal Storm Risk Management Feasibility Study; and to complete specific studies prior to the winnowing of proposed alternatives.

WHEREAS, The U.S. Army Corps of Engineers (USACE) initiated the NY/NJ Harbor & Tributaries (NYNJHAT) Coastal Storm Risk Management Feasibility Study, affecting more than 2,150 square miles, 25 NY and NJ counties and 16 million people. Communities along the shorelines of NYC, Long Island, NY Harbor, northern NJ, the Hudson River up to Troy, and western Connecticut are affected. The goal is to develop and implement measures to reduce the risk of coastal storm damage to communities, critical infrastructure, and important societal resources.

WHEREAS, USACE has proposed six alternatives:

- **Alternative 1:** “No Action,” meaning no new action by the Corps. Instead the region would move forward with numerous existing flood control projects already in the works.
- **Alternative 2:** Build two in-water barriers, from Sandy Hook to Breezy Point (5 miles) and across Long Island Sound near Throgs Neck Bridge (*see map at right*).
- **Alternative 3A:** Build in-water barriers in the Arthur Kill, Jamaica Bay, Verrazano Narrows, Pelham Bay, and Throgs Neck, and a levee or berm system along Brighton Beach and the Rockaways.
- **Alternative 3B:** Build in-water barriers in the Arthur Kill, Kill Van Kull, the Gowanus Canal, Pelham Bay, Throgs Neck, Newtown Creek, and Jamaica Bay. Build a levee and berm system and shoreline measures in East Harlem, the NJ upper bay and Hudson River, and the West Side of Manhattan.
- **Alternative 4:** Build in-water barriers in Pelham Bay, Jamaica Bay, Newtown Creek, the Gowanus Canal, and the Hackensack River. Build shoreline measures in East Harlem, the NJ Upper Bay and Hudson River, and the West Side of Manhattan.

WHEREAS, Non-federal sponsors of the study include New York State, represented by the NYSDEC and New Jersey, represented by the NJ Department of Environmental Protection. **NY and NJ thereby have the authority to withdraw from the study or to reject any construction alternative.**

NOW THEREFORE BE IT RESOLVED, That we, the elected representatives of [insert name of municipality] in [county] in the Hudson Valley, cannot comment effectively, as is our legal right, without detailed information and data on the social, economic and environmental impacts of each alternative. The PowerPoint slides and the fact sheet provided to the public to date are completely inadequate. The Army Corps needs to publish comprehensive information about all the alternatives being considered, including the environmental impacts on the Hudson and the Harbor and to share with the public the complete list of existing studies it will consult in the preliminary assessments of the projects; and

BE IT FURTHER RESOLVED, The meetings recently posted were too few, announced too late, and were not advertised so that the public would actually be aware. The Army Corps and the other involved agencies need to provide numerous, comprehensive and well advertised public meetings throughout the affected area, which includes Long Island Sound, New York Harbor, New Jersey coastal waters and the Hudson to Troy.

BE IT FURTHER RESOLVED, The short comment period, for a proposal with consequences that could last centuries, or millennia, is unacceptable. By contrast, the U.S. Coast Guard, in seeking public feedback on designating new anchorage grounds on the Hudson, initially offered a three-month comment period on an “advance notice of public rulemaking,” then extended that by an additional three months, which allowed members of the public time to become informed and voice their opinions. Therefore, we request an extension of the scoping comment period to at least 90 days.

BE IT FURTHER RESOLVED, Only one of the alternatives is even acceptable so far. Alternative 5, described as “Perimeter Only,” is the only acceptable alternative the U.S. Army Corps has presented to date. Only “shoreline-based measures” should be employed. Our protection would rely on shoreline-based floodwalls and levees, including beaches, dunes and waterfront parks, combined with reimagined land use from some low lying areas. It would protect our low-lying communities from both storm surge and flooding from rain storms, while leaving our rivers free to flow and thrive.

BE IT FURTHER RESOLVED, In its cost-benefit analysis of the current array of alternatives, the USACE should include an evaluation of the value of ecosystem services; and the cost of shoreline measures that are essential to protect against flooding from sea level rise, even for alternatives that include harbor wide barriers.

BE IT FURTHER RESOLVED, The full range of impacts must be considered before the six alternatives are narrowed. Before any alternative is eliminated from consideration, the potential impacts of each alternative should be studied in relation to the following:

- Tidal range / regime and flow velocity.
- Migration of all native fish species.



VILLAGE OF HASTINGS-ON-HUDSON

Municipal Building

7 Maple Avenue

Hastings-on-Hudson, New York 10706

RESOLUTION

On motion of Trustee Armacost, seconded by Trustee Leaf the following Resolution was duly adopted upon roll call vote:

**60:18 RESOLUTION IN OPPOSITION TO PROPOSED PLANS FOR COASTAL
STORM RISK MANAGEMENT WITHOUT SUFFICIENT STUDY
OR COMMUNITY PARTICIPATION**

- WHEREAS,** from July 9 through July 11, 2018, the U.S. Army Corps of Engineers (US ACOE) held public meetings for the first and only time regarding its “Coastal Storm Risk Management” study (CSRM) for New York Harbor and the Hudson Valley; and
- WHEREAS,** four of the ACOE’s proposed alternative plans (2, 3A, 3B and 4) involve outer and inner harbor barriers that almost entirely block either the Hudson River or major New York Harbor tributaries during storm events and would alter river and tributary flow patterns at all times; and
- WHEREAS,** two of the ACOE’s alternatives propose barriers (2 and 3A) that would entirely close off the harbor and river from the Atlantic during storm events and would alter river and tributary flow patterns at all times; and
- WHEREAS,** the proposed barriers could impede the estuary’s tidal flow, contaminant and sediment transport, and migration of fish, and impede the tidal “respiration” of the river; and
- WHEREAS,** over time, the barriers have the potential to 1) significantly restrict migrations of striped bass, Atlantic sturgeon, herring, shad, eel and other species essential to the Hudson estuary, 2) prevent the ocean tide from flushing NY Harbor, and 3) inhibit rainstorm flood waters like those during Irene and Lee in 2011 from leaving the Hudson.; and
- WHEREAS,** open tidal exchange is essential to move sediment and flush contaminants and if tidal exchange is restricted, the harbor could require much more dredging to maintain shipping channels. Sewage and other contaminants could flush to the ocean more slowly, resulting in more pollution for our already contaminated harbor and river; and
- WHEREAS,** proposed alternative #5 – described as “Perimeter-only” and relying entirely on shoreline-based floodwalls and levees - is the only scenario presented so far that may protect low-lying communities from storm surge from storms like Irene, Lee and Sandy, while leaving our rivers to continue to flow naturally; and

- WHEREAS,** the proposed plans with in-water barriers do not account for climate change and do nothing to help communities adapt to sea level rise; and
- WHEREAS,** insufficient scientific data is available to fully understand the consequences of altering Hudson River flow with permanent barriers; and
- WHEREAS,** the public comment period has been set for only five weeks during peak summer vacation times when many residents are away and not easily informed about this major set of proposals; and
- WHEREAS,** Scenic Hudson, Riverkeeper, and many others have voiced their concern and opposition to storm risk management approaches that could severely compromise the health of the Hudson River and its tributaries; and
- WHEREAS,** Village of Hastings-on-Hudson has completed a Comprehensive Plan in 2011 that repeatedly acknowledges the importance of the Hudson River to Hastings-on-Hudson, including the views, passive recreational uses, active boating uses, and view corridors enjoyed by thousands; and
- BE IT RESOLVED** that the Board of Trustees of the Village of Hastings-on-Hudson does hereby register its strongest possible concern regarding proposed plans 2 and 3A; and be it further
- RESOLVED** that the Board of Trustees of the Village of Hastings-on-Hudson does hereby also register its concern regarding proposed plans 3B and 4; and be it further
- RESOLVED** that the Board of Trustees of the Village of Hastings-on-Hudson does hereby register its support for further studies to ensure that shoreline-based measures such as Alternative 5, described as “Perimeter Only”, would in fact protect New York Harbor and the Hudson Valley from flooding; and be it further
- RESOLVED** that further planning to manage the risk of coastal storm damage take into account the impact of climate change and its impact on sea level rise; and be it further
- RESOLVED** that the public comment period be extended by 90 days to allow for full public understanding and response to the US ACOE proposals; and be it further
- RESOLVED** that this resolution be distributed to Nancy J. Brighton, Chief, Watershed Section, US ACOE, Senator Chuck Schumer, Senator Kristen Gillebrand, Congresswoman Nita Lowey, Congressman Eliot Engel, Governor Cuomo, Secretary of State Rossana Rosado Senator Andrea Stewart – Cousins, Assemblyman Thomas Abinanti

ROLL CALL VOTE**AYE****NAY**

Trustee Nicola Armacost

X

Trustee Marc Leaf

X

Trustee Daniel Lemons

X

Trustee Georgia Lopez

(Absent)

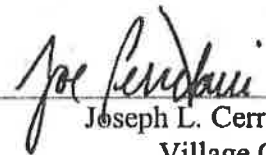
Mayor Peter Swiderski

X

CERTIFICATION

I, Joseph L. Cerretani, Village Clerk of Hastings-on-Hudson, do hereby certify that I have compared the foregoing copy of the Resolution adopted at a Regular Meeting of the Board of Trustees on August 7, 2018 with the original now remaining on file at this office and that the same is a correct transcript therefrom and of the whole of said original.

IN WITNESS WHEREOF, I have hereunto set my hand and the official seal of the Village of Hastings-on-Hudson this 8th day of August, 2018.



Joseph L. Cerretani
Village Clerk

RESOLUTION 166 of 2018

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON,
AWARDING BIDS FOR THE KINGSTON POINT RAIL TRAIL PHASE 1 PROJECT AND
AUTHORIZING THE MAYOR TO EXECUTE DOCUMENTS

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

WHEREAS, Bids for the Kingston Point Rail Trail Phase 1 Project were received on August 10, 2018; and

WHEREAS, the lowest responsible bidder for the Kingston Point Rail Trail Phase 1 Project was Merritt Construction, Inc. with a Base Bid amount of \$1,591,719.50; and

WHEREAS, Construction Administration/Inspection Services will be provided by Saratoga Associates/KC Engineering for an amount of \$60,500 through a contract that has already been executed; and

WHEREAS, funding for this project is intended to come from four secured grants from NYSERDA and the OPRHP and from municipal bonding; and

WHEREAS, the Common Council has previously authorized the spending of first instance for the four grants in Resolutions 200 of 2014 and 233 of 2017; and

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

SECTION 1. That the Common Council authorizes the awarding of the Kingston Point Rail Trail Phase 1 Project to Merritt Construction, Inc.

SECTION 2. The Common Council authorizes the Mayor to execute all documents related to this project.

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 Williams, City Clerk

Steven T. Noble, Mayor

Adopted by Council on _____, 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 _____

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, AWARDED BIDS FOR THE KINGSTON POINT RAIL TRAIL PHASE 1 PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE DOCUMENTS

Estimated Financial Impact \$399,992 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: _____

<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>Antony Davis</u> Anthony Davis, Ward 6	☒	☐
<u>Steven Schabot</u> Steven Schabot, Ward 8	☒	☐
<u>Patrick O'Reilly</u> Patrick O'Reilly, Ward 9	☒	☐

August 13, 2018

Mayor Steven Noble
and City of Kingston Common Council
420 Broadway
Kingston, New York 12401

Subject: Kingston Point Rail Trail Construction Project
Contract CK-OECD-2018-006
Recommendation of Award for Construction

Dear Mayor Noble and the Kingston Common Council:

Bids were received and opened for the Kingston Point Rail Trail Construction Project on Friday, August 10, 2018 at 2:00 P.M. at City Hall, Kingston, NY. A total of six bids were received. The bid results are summarized in the attached bid summary.

The bid proposal form requested Base Bid, including the trail and trailhead parks. The bid proposal form also requested three separate Deduct Bid Alternates to allow flexibility in award to suit available funding. Deduct Alternate 1 called for subtracting Site Furnishings. Deduct Alternate 2 called for subtracting Landscape Plantings. Deduct Alternate 3 called for subtracting the Delaware-Murray Trailhead Park. We understand that the City of Kingston is considering award of the Base Bid.

Merritt Construction, Inc. was the apparent low bidder with a Base Bid amount of \$1,591,719.50.

Merritt Construction remains the apparent low bidder with Deduct Alternate 1 and also Deduct Alternate 2 applied. If Based Bid minus Deduct Alternate 3 is considered, the apparent low bidder changes to the bid received from Kingston Equipment Rental, Inc. / Baker Brothers Excavating.

We have reviewed the documentation submitted by Merritt Construction, Inc. and also by Kingston Equipment Rental, Inc. / Baker Brothers Excavating, and find it to be acceptable. In addition, we have reviewed the bids for mathematical accuracy and the final results are as reported on the attached bid summary.

Based on review of bids as described above, KC Engineering recommends that the City of Kingston consider award of the Base Bid for the Kingston Point Rail Trail Construction Project to Merritt Construction, Inc. in the amount of \$1,591,719.50.

Please inform of City of Kingston decision related to construction contract award. Following City of Kingston decision, KC Engineering will provide a notice to proceed letter to the selected contractor. The letter will reiterate insurance certificate requirements and include construction contract for signature.

Questions related to this project may be directed to me by phone at 845-228-3882 or by e-mail at nclark@kcepc.com.

Sincerely,

KC Engineering and Land Surveying, P.C.

A handwritten signature in black ink that reads "Nancy A. Clark". The signature is written in a cursive, flowing style.

Nancy A. Clark, P.E.
Vice President

cc via email:

Kristen Wilson, Grants Manager, City of Kingston
Ronald Mogren, RLA, Saratoga Associates

2018-08-13 (4680-001) Kingston Point Rail Trail Construction Recommendation of Award

RESOLUTION ____ of 2018

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON,
AWARDING BIDS FOR THE KINGSTON POINT RAIL TRAIL PHASE 1 PROJECT AND
AUTHORIZING THE MAYOR TO EXECUTE DOCUMENTS

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

WHEREAS, Bids for the Kingston Point Rail Trail Phase 1 Project were received on August 10, 2018; and

WHEREAS, the lowest responsible bidder for the Kingston Point Rail Trail Phase 1 Project was Merritt Construction, Inc. with a Base Bid amount of \$1,591,719.50; and

WHEREAS, Construction Administration/Inspection Services will be provided by Saratoga Associates/KC Engineering for an amount of \$60,500 through a contract that has already been executed; and

WHEREAS, funding for this project is intended to come from four secured grants from NYSERDA and the OPRHP and from municipal bonding; and

WHEREAS, the Common Council has previously authorized the spending of first instance for the four grants in Resolutions 200 of 2014 and 233 of 2017; and

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

SECTION 1. That the Common Council authorizes the awarding of the Kingston Point Rail Trail Phase 1 Project to Merritt Construction, Inc.

SECTION 2. The Common Council authorizes the Mayor to execute all documents related to this project.

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 Williams, City Clerk

Steven T. Noble, Mayor

Adopted by Council on _____, 2018

CITY OF KINGSTON
Office of the Mayor
mayor@kingston-ny.gov



Steven T. Noble
Mayor

August 28, 2018

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

RE: Kingston Point Rail Trail Bond Authorization & Award

Dear President Noble:

In 2014, the Common Council authorized the Mayor to enter into contract with Saratoga Associates for the purposes of completing design and construction documents for the Kingston Point Rail Trail (Resolution 200 of 2014). Since that time, Saratoga Associates, with KC Engineering as the subcontractor, completed construction and bid documents for the trail, and all necessary approvals from the funding agencies have been obtained. The Council has also approved spending of funding in the first instance for four grants we have been awarded for the project from NYSERDA and the OPRHP. (Resolutions 200 of 2014 and 233 of 2017)

In July 2017, we received final plans, specifications, and construction cost estimates for the Kingston Point Rail Trail Phase 1 project. Work under this project was advertised on July 11, 2018, with bids received August 10, 2018. Bid results, bid analysis, and a recommendation for award were completed by KC Engineering. These documents are enclosed.

The Apparent Low Bidder is Merritt Construction at \$1,591,719.50 plus an 8% contingency (\$127,337.56), Construction Administration and Inspection by KC Engineering has already been contracted for \$60,500 with grant funds previously authorized for spending. Grants funds in the amount of \$1,319,065 are secured through the aforementioned grants.

I am requesting that you schedule a Special Finance Committee Meeting before the September Caucus Meeting to review this information and to consider resolutions to fund these activities through an authorization of bonding in the amount of \$1,720,000, to award the bid for the Kingston Point Rail Trail and to authorize me to execute any and all documents required. It is expected that a maximum amount of \$399,992 would be used from the bond for the project after reimbursement from the grant is completed.

Thank you for your consideration of this request.

Respectfully Submitted,

Steven T. Noble
Mayor

Cc: Douglas Koop, Chair, Finance and Audit Committee
John Tuey, Comptroller



56 Main Street • Poughkeepsie, NY 12601
Ph (845) 471-7898 • Fax (845) 471-0905
E-mail: info@kcepc.com • Web: www.kcepc.com

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Project: Kingston Point Rail Trail Construction Project - Contract CK-OECD-2019-006
KCE No.: 4680-001

Title:	BID RESULTS
Date:	August 13, 201

Item No.	Description	Estimated Quantity	Unit	Merritt Construction	Baker Brothers	Colarusso & Son Inc.	Arvid Construction	Collins Construction	Ben Ciccone Inc.	AVERAGE
1	Division 1 General Requirements	1	LS	\$7,200.00	\$7,200.00	\$7,200.00	\$7,200.00	\$7,200.00	\$7,200.00	\$7,200.00
2	Construction Sign	1	EA	3,000.00	800.00	2,400.00	155.00	49.00	3,000.00	2,400.00
3	Survey and Station	2	EA	15,000.00	20,000.00	9,000.00	9,000.00	10,000.00	10,000.00	10,000.00
4	Submittal Construction Estimate	1	EA	8,400.00	800.00	5,600.00	1,000.00	2,400.00	2,400.00	2,400.00
5	50% Retain	3,200	LF	6.00	19,200.00	5,600.00	3,900.00	5,600.00	5,600.00	5,600.00
6	50% Retain	100	LF	10.00	1,000.00	14,000.00	1,000.00	1,000.00	1,000.00	1,000.00
7	Final Construction and Clearing	4	EA	850.00	200.00	600.00	130.00	100.00	1,000.00	1,000.00
8	Final Construction and Clearing	1	LS	70,000.00	63,000.00	63,000.00	70,000.00	315,000.00	315,000.00	315,000.00
9	Unexcavated Foundation and Driveway	1,448	CY	40.00	38.00	20,640.00	62.00	41,716.00	41,716.00	41,716.00
10	Excavation in Place	1,810	CY	16.50	87,840.00	39,120.00	51.00	4,444.00	80,000.00	80,000.00
11	Driv. Stone and Street Topsoil	8	EA	48.00	2,880.00	5,280.00	1.25	12,144.00	1,145.00	1,145.00
12	Gravelly Driveway	9,005	SY	3.50	31,515.00	1,140.00	2.25	6,144.00	1.35	1,145.00
13	Gravelly Driveway	275	SY	2.50	687.50	7,800.00	12,000.00	15,000.00	15,000.00	15,000.00
14	Concrete Footing	30	CY	4,650.00	4,400.00	11,800.00	1,500.00	6,600.00	3,000.00	3,000.00
15	Special Manholes	1	EA	1,200.00	1,400.00	4,400.00	1,500.00	6,600.00	3,000.00	3,000.00
16	Reinforced Concrete Slab	43	EA	8,000.00	2,000.00	11,800.00	2,150.00	2,900.00	1,000.00	1,000.00
17	Reinforced Concrete Slab	17	EA	18.00	2,000.00	6,600.00	1,500.00	6,600.00	3,000.00	3,000.00
18	4" RCP Underdrain Tiling	11,375	CV	35.00	398.00	992.00	2.50	390.00	1,000.00	1,000.00
19	Subbase Course Type 1	110	CV	15.00	1,650.00	11,000.00	148.00	16,900.00	50.00	50.00
20	Subbase Course Type 2	115	CV	38.00	4,360.00	10,750.00	122.00	8,500.00	50.00	50.00
21	Concrete Slab 12" Thick	20	CV	45.00	900.00	64.00	11,800.00	12,000.00	50.00	50.00
22	Concrete Slab 12" Thick	270	CV	15.00	50.00	21,000.00	67.00	2,800.00	50.00	50.00
23	Gravelly Driveway	207	TON	155.00	34,155.00	57,800.00	18,648.00	18,648.00	18,648.00	18,648.00
24	Gravelly Driveway	207	TON	155.00	100,455.00	174.00	19,917.00	18,648.00	18,648.00	18,648.00
25	18" RCP Underdrain Tiling	1,447	LF	3.50	5,062.50	5,062.50	5,062.50	5,062.50	5,062.50	5,062.50
26	Gravelly Driveway	744	SY	45.00	33,300.00	60.00	44,400.00	44,400.00	44,400.00	44,400.00
27	Fill Type Residual Wall (6-12")	1,050	CF	1,050.00	1,050.00	1,050.00	1,050.00	1,050.00	1,050.00	1,050.00
28	Final Treatment/Sealant	100	QAL	45.00	4,500.00	8,000.00	11.00	120.00	30.00	30.00
29	Permissible Concrete Paving	975	SY	122.00	12,200.00	18,616.00	18,616.00	18,616.00	18,616.00	18,616.00
30	Concrete Paving	21	CV	40.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00
31	Decorative Wearing Surface	41	EA	4,475.00	4,475.00	4,475.00	4,475.00	4,475.00	4,475.00	4,475.00
32	Decorative Wearing Surface	215	LF	96.50	20,805.00	48.25	45,843.25	42.00	42,000.00	42,000.00
33	Cast-In-Place Concrete Curb	470	LF	1,400.00	1,400.00	1,400.00	1,400.00	1,400.00	1,400.00	1,400.00
34	Cast-In-Place Concrete Curb	470	LF	1,400.00	1,400.00	1,400.00	1,400.00	1,400.00	1,400.00	1,400.00
35	Steel Decking	470	LF	1,400.00	1,400.00	1,400.00	1,400.00	1,400.00	1,400.00	1,400.00
36	Steel Decking	470	LF	1,400.00	1,400.00	1,400.00	1,400.00	1,400.00	1,400.00	1,400.00
37	Timber Barrier Wall Type A	380	LF	114.00	43,320.00	105.00	43,320.00	105.00	43,320.00	43,320.00
38	Timber Barrier Wall Type B	480	LF	118.50	57,060.00	182.00	57,060.00	182.00	57,060.00	57,060.00
39	Yellow Perforated Payment Strips	480	LF	3.40	1,632.00	2.25	1,012.50	6.50	3,112.50	3,112.50
40	White Perforated Payment Strips	415	EA	3.40	1,411.00	2.25	926.25	6.50	2,718.75	2,718.75
41	Trunk A Sign Posts	23	EA	185.00	4,255.00	145.00	3,382.50	380.00	4,762.50	4,762.50
42	Trunk A Sign Posts	7,955	SY	3.50	27,842.50	185.00	675.00	1,120.00	4,975.00	4,975.00
43	Landscape Restoration	3	EA	700.00	41,600.00	41,600.00	18,150.00	18,150.00	41,600.00	41,600.00
44	Planting - Shrub (Deciduous Trees)	3	EA	700.00	41,600.00	41,600.00	18,150.00	18,150.00	41,600.00	41,600.00
45	Planting - Shrub (Evergreen Trees 6' Hgt.)	3	EA	700.00	41,600.00	41,600.00	18,150.00	18,150.00	41,600.00	41,600.00
46	Planting - Deciduous Shrubs	3	EA	700.00	41,600.00	41,600.00	18,150.00	18,150.00	41,600.00	41,600.00
47	Planting - Evergreen Shrubs	3	EA	700.00	41,600.00	41,600.00	18,150.00	18,150.00	41,600.00	41,600.00
48	Planting - Tree and Grasses	3	EA	700.00	41,600.00	41,600.00	18,150.00	18,150.00	41,600.00	41,600.00
49	Planting - Tree and Grasses	3	EA	700.00	41,600.00	41,600.00	18,150.00	18,150.00	41,600.00	41,600.00
50	Planting - Tree and Grasses	3	EA	700.00	41,600.00	41,600.00	18,150.00	18,150.00	41,600.00	41,600.00
51	Planting - Tree and Grasses	3	EA	700.00	41,600.00	41,600.00	18,150.00	18,150.00	41,600.00	41,600.00
52	Planting - Tree and Grasses	3	EA	700.00	41,600.00	41,600.00	18,150.00	18,150.00	41,600.00	41,600.00
53	Planting - Tree and Grasses	3	EA	700.00	41,600.00	41,600.00	18,150.00	18,150.00	41,600.00	41,600.00
54	Planting - Tree and Grasses	3	EA	700.00	41,600.00	41,600.00	18,150.00	18,150.00	41,600.00	41,600.00
55	Planting - Tree and Grasses	3	EA	700.00	41,600.00	41,600.00	18,150.00	18,150.00	41,600.00	41,600.00
56	Planting - Tree and Grasses	3	EA	700.00	41,600.00	41,600.00	18,150.00	18,150.00	41,600.00	41,600.00
57	Planting - Tree and Grasses	3	EA	700.00	41,600.00	41,600.00	18,150.00	18,150.00	41,600.00	41,600.00
BASE BID TOTAL =				1,591,719.50	1,663,967.85	1,784,990.00	2,213,095.50	2,238,830.10	2,828,331.00	2,033,488.99

RESOLUTION #167 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 \$1,720,000 FOR THE
KINGSTON POINT RAIL TRAIL PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE RELATED
DOCUMENTS

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

WHEREAS, a bid has been awarded to Merritt Construction for Phase 1 of the Kingston Point Rail Trail Project, at an estimated cost of \$1,591,719.50; and

WHEREAS, bonding is requested in the amount of \$1,720,000.00 to allow for a contingency of approximately 8%; and

WHEREAS, the total amount bonded is expected to be offset by available grant funds.

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 \$1,720,000.00 to be provided through General Municipal bonding to fund Phase 1 of the Kingston Point Rail Trail 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
_____, 2018

Approved by the Mayor this _____ day of
_____, 2018

Carly Winnie, City Clerk

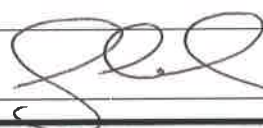
Steven T. Noble, Mayor

Adopted by Council on September 12, 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>Comptroller</u>	DATE <u>9/10/18</u>
Description: <u>Respectfully request bonding authorization in the amount of \$1,720,000 for the</u>	
<u>Kingston Point Rail Trail Project. Amount to be bonded will be reduced by available grants.</u>	
Estimated Financial Impact <u>\$1,720,000</u>	Signature <u></u>

Motion by RS-C

Seconded by SS

Action Required: _____

SEQRA Decision:

Type I Action _____

Type II Action _____

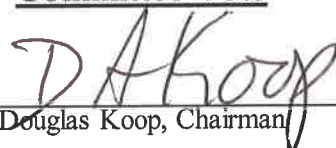
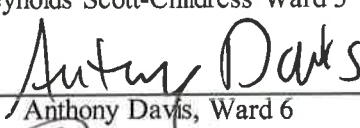
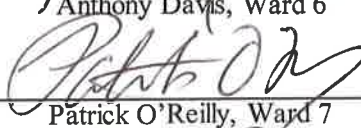
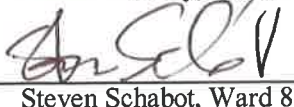
Unlisted Action _____

Negative Declaration of Environmental Significance: _____

Conditioned Negative Declaration: _____

Seek Lead Agency Status: _____

Positive Declaration of Environmental Significance: _____

<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 Mayor

mayor@kingston-ny.gov



Steven T. Noble
Mayor

August 28, 2018

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

RE: Kingston Point Rail Trail Bond Authorization & Award

Dear President Noble:

In 2014, the Common Council authorized the Mayor to enter into contract with Saratoga Associates for the purposes of completing design and construction documents for the Kingston Point Rail Trail (Resolution 200 of 2014). Since that time, Saratoga Associates, with KC Engineering as the subcontractor, completed construction and bid documents for the trail, and all necessary approvals from the funding agencies have been obtained. The Council has also approved spending of funding in the first instance for four grants we have been awarded for the project from NYSERDA and the OPRHP. (Resolutions 200 of 2014 and 233 of 2017)

In July 2017, we received final plans, specifications, and construction cost estimates for the Kingston Point Rail Trail Phase 1 project. Work under this project was advertised on July 11, 2018, with bids received August 10, 2018. Bid results, bid analysis, and a recommendation for award were completed by KC Engineering. These documents are enclosed.

The Apparent Low Bidder is Merritt Construction at \$1,591,719.50 plus an 8% contingency (\$127,337.56), Construction Administration and Inspection by KC Engineering has already been contracted for \$60,500 with grant funds previously authorized for spending. Grants funds in the amount of \$1,319,065 are secured through the aforementioned grants.

I am requesting that you schedule a Special Finance Committee Meeting before the September Caucus Meeting to review this information and to consider resolutions to fund these activities through an authorization of bonding in the amount of \$1,720,000, to award the bid for the Kingston Point Rail Trail and to authorize me to execute any and all documents required. It is expected that a maximum amount of \$399,992 would be used from the bond for the project after reimbursement from the grant is completed.

Thank you for your consideration of this request.

Respectfully Submitted,

Steven T. Noble
Mayor

Cc: Douglas Koop, Chair, Finance and Audit Committee
John Tuey, Comptroller

BOND ORDINANCE DATED SEPTEMBER 12, 2018.

AN ORDINANCE AUTHORIZING CONSTRUCTION OF THE KINGSTON POINT RAIL TRAIL PROJECT IN AND FOR THE CITY OF KINGSTON, ULSTER COUNTY, NEW YORK, AT A MAXIMUM ESTIMATED COST OF \$1,720,000, AND AUTHORIZING THE ISSUANCE OF \$1,720,000 BONDS OF SAID CITY TO PAY COSTS 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. Construction of the Kingston Point Rail Trail Project in and for the City of Kingston, Ulster County, New York, is hereby authorized at a maximum estimated cost of \$1,720,000.

Section 2. The plan for the financing thereof is by the issuance of \$1,720,000 bonds of said City hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law; provided, however, that the amount of bonds to be issued shall be reduced to the extent of grants received therefor.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid specific object or purpose is fifteen years, pursuant to subdivision 19(c) 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 12th day of September, 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 September, 2018.

City Clerk

(CORPORATE SEAL)

LEGAL NOTICE OF ESTOPPEL

The bond ordinance, a summary of which is published herewith, has been adopted on September 12, 2018, and the validity of the obligations authorized by such ordinance may be hereafter contested only if such obligations were authorized for an object or purpose for which the City of Kingston, New York, is not authorized to expend money, or if the provisions of law which should have been complied with as of the date of publication of this notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of publication of this notice, or such obligations were authorized in violation of the provisions of the Constitution.

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

Dated: Kingston, New York,
_____, 2018.

City Clerk

BOND ORDINANCE DATED SEPTEMBER 12, 2018.

AN ORDINANCE AUTHORIZING CONSTRUCTION OF THE KINGSTON POINT RAIL TRAIL PROJECT IN AND FOR THE CITY OF KINGSTON, ULSTER COUNTY, NEW YORK, AT A MAXIMUM ESTIMATED COST OF \$1,720,000, AND AUTHORIZING THE ISSUANCE OF \$1,720,000 BONDS OF SAID CITY TO PAY COSTS THEREOF.

Specific object or purpose:	Construction of the Kingston Point Rail Trail Project
Maximum Estimated Cost:	\$1,720,000
Period of probable usefulness:	15 years
Amount of obligations to be issued:	\$1,720,000 bonds (to be reduced by grants)

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



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

+1 212 506 5000
orrick.com

August 22, 2018

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

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

Thomas E. Myers

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

Re: City of Kingston, Ulster County, New York
Kingston Point Rail Trail Project - \$1,720,000 Bonds
Orrick File: 42394-2-77

Dear John:

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

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

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

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

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

With best wishes,

Very truly yours,

Tom

Thomas E. Myers

TEM/es
Enclosures

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 12th day of September, 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:

Resolution #169 of 2018

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK,
AUTHORIZING SETTLEMENT OF THE PIKE PLAN LAWSUIT

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

WHEREAS, a potential settlement has been reached in the City of Kingston's lawsuit regarding the Pike Plan; and

WHEREAS, the settlement is subject to Common Council approval; and

WHEREAS, the Finance and Audit Committee has reviewed and approved the settlement in the amount of \$315,000.00.

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

SECTION 1. The City of Kingston is authorized to settle the Pike Plan Lawsuit in the amount of \$315,000.00

SECTION 2. This resolution shall take effect immediately.

Submitted to the Mayor this ____ day of

_____, 2018.

Carly Williams, City Clerk

Approved by the Mayor this ____ day of

_____, 2018.

Steven T. Noble, Mayor

Adopted by Council on September 12, 2018.

THE CITY OF KINGSTON COMMON COUNCIL

FINANCE AND AUDIT COMMITTEE REPORT

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

DEPARTMENT <u>Corporation Counsel</u>	DATE <u>September 10, 2018</u>
Description: <u>Authorizing Settlement of the Pike Plan lawsuit in the amount of \$315,000.00</u>	

Estimated Financial Impact _____	Signature <u>[Signature]</u>

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: _____

<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	✓	

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: James L. Noble, President, Common Council

FROM: Kevin R. Bryant
Corporation Counsel *KB*

DATE: September 10, 2018

RE: Settlement of Pike Plan Lawsuit

Please be advised that a settlement has been reached in the above case. The settlement is subject to Common Council approval. The discussion of the settlement may be held confidentially as a matter of Attorney/Client privilege.

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK,
AUTHORIZING COMMENCEMENT OF LEGAL ACTION REGARDING THE WASHINGTON AVENUE
TUNNEL

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

WHEREAS, the City of Kingston wishes to commence legal action regarding the Washington Avenue Tunnel; and

WHEREAS, this action is subject to Common Council approval; and

WHEREAS, the Finance and Audit Committee has reviewed information provided by the Corporation Counsel and recommends commencement of legal action in this matter

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

SECTION 1. The City of Kingston is authorized to commence legal action regarding the Washington Avenue Tunnel

SECTION 2. This resolution shall take effect immediately.

Submitted to the Mayor this ____ day of
_____, 2018.

Carly Williams, City Clerk

Approved by the Mayor this ____ day of
_____, 2018.

Steven T. Noble, Mayor

Adopted by Council on September 12, 2018.

THE CITY OF KINGSTON COMMON COUNCIL

FINANCE AND AUDIT COMMITTEE REPORT

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

DEPARTMENT <u>Corporation Counsel</u>	DATE <u>September 10, 2018</u>
Description: <u>Authorizing the commencement of legal action regarding the Washington Avenue Tunnel</u>	
Estimated Financial Impact _____	Signature <u>[Signature]</u>

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>[Signature]</u> Douglas Koop, Chairman	✓	
<u>[Signature]</u> Keynolds 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	✓	

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: James L. Noble, President, Common Council

FROM: Kevin R. Bryant *KB*
Corporation Counsel

DATE: September 10, 2018

RE: Washington Avenue Tunnel Lawsuit

Please be advised that a case evaluation has been completed regarding the Washington Avenue Tunnel. Said evaluation indicated that a lawsuit should be instituted against various entities that performed work on said tunnel.

Please refer to the appropriate Committee so I may obtain authorization to commence the action.

RESOLUTION 171 of 2018

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON AUTHORIZING THE ACCEPTANCE OF
NYSDOT USE AND OCCUPANCY PERMIT NO. 82575 AND AUTHORIZING THE MAYOR TO EXECUTE ALL
DOCUMENTS IN THIS MATTER

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

WHEREAS, the City of Kingston in partnership with the Kingston Land Trust has developed and advanced plans, designs, and construction documents for the Kingston Point Rail Trail since 2013; and

WHEREAS, the Kingston Point Rail Trail is an essential connecting section of the Kingston Greenline and Empire State Trail; and

WHEREAS, Bids for the Kingston Point Rail Trail Phase 1 Project were received on August 10, 2018; and

WHEREAS, funding for this project is intended to come from four secured grants from NYSDOT and the OPRHP and from municipal bonding; and

WHEREAS, the Common Council has previously authorized the spending of first instance for the four grants in Resolutions 200 of 2014 and 233 of 2017; and

WHEREAS, Right-of-Way Clearance and all other necessary permits for the project have been granted by the New York State Department of Transportation (NYSDOT) and other funding agencies; and

WHEREAS, the NYSDOT requires a resolution authorizing the acceptance of a Use and Occupancy Permit No. 82575 for 3,034 square feet of State-owned Right-Of-Way within the project area;

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 acceptance of a NYSDOT Use and Occupancy Permit No. 82575 for 3,034 square feet of State-owned Right-Of-Way within the project area.

SECTION 2. The Common Council authorizes the Mayor to execute all documents in this matter.

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 September 12, 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 and Community Development DATE 9/10/2018

Authorizing the acceptance of NYSDOT Use and Occupancy Permit # 82575 for the construction, operation, and maintenance of the Kingston Point Rail Trail in the City of Kingston and authorizing the Mayor to execute any and all documents necessary for the permit.

Estimated Financial Impact _____ Signature _____

Motion by SS

Seconded by AD

Action Required:

SEQRA Decision:

Type I Action _____

Type II Action _____

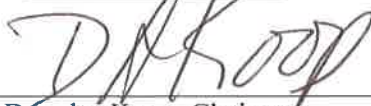
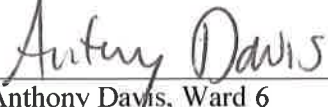
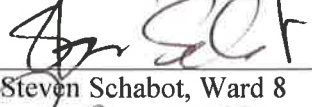
Unlisted Action _____

Negative Declaration of Environmental Significance: _____

Conditioned Negative Declaration: _____

Seek Lead Agency Status: _____

Positive Declaration of Environmental Significance: _____

<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 7	✓	



**Department of
Transportation**

ANDREW M. CUOMO
Governor

PAUL A. KARAS
Acting Commissioner

LANCE MacMILLAN, P.E.
Acting Regional Director

September 5, 2018

Kristen Wilson
Grants Manager
Office of Economic and Community Development
City of Kingston
420 Broadway
Kingston, NY 12401

RE: U&O PERMIT NO. 82575

Dear Ms. Wilson:

Enclosed are four copies of Permit No. 82575 for the use of 3,034± SF of State owned right of way for the construction, operation and maintenance of the proposed Kingston Point Rail Trail in the City of Kingston.

The permits should be dated on Page 1 and signed and notarized as indicated on Page 5. Please provide a resolution from the Town Board authorizing the acceptance of the permit and the name of the individual authorized to execute the documents in this matter or a letter from the City attorney stating and reciting the source of the executor's authority to sign the Permits.

Return the four copies of the signed permit to the **New York State Department of Transportation, Regional Office of Right of Way, 4 Burnett Boulevard, Poughkeepsie, NY 12603** for further processing. Upon final approval, a fully conformed permit will be forwarded to you.

Condition No. 8 outlines the general liability insurance requirement. A Certificate of Liability Insurance in the amount of two million dollars naming the People of the State of New York as an additional insured with respect to Permit No. 82575 should be forwarded to this office with the executed permits.

If you have any questions or require additional information, I can be contacted at 845-437-3393 or Martha.Masker@dot.ny.gov.

Very truly yours,

A handwritten signature in cursive script that reads "Martha I. Masker".

Martha I. Masker
Real Estate Specialist 1

MIM

Enclosures (4)

14. It is understood and agreed by and between the parties that the Permittee will () will not (X) be entitled to any relocation benefits provided under State and Federal law.
15. Permittee agrees and understands that the State is under no obligation to sell the property to the Permittee and that no commitment, express or implied, is made by the State to give the Permittee any preemptive right of purchase.
16. Upon cancellation of the permit by either party, the permit area must be restored to its original condition and should the permittee fail to restore the site, the Permittee shall reimburse the State for any and all costs incurred by the State for the restoration of the permit area. This provision may be waived or modified with prior written consent from the State.
17. The Permittee shall not place advertising or sponsorship signs in the permit area without the express written consent of the New York State Department of Transportation.
18. In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the permittee will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. Neither shall the Permittee discriminate in the use of this premises or any access thereto if such premises is used as a public accommodation or in connection with a public service.
19. The Permittee for his/her self, and/or the Permittee's personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land, that in the event improvements are made over or under such land and the furnishing of services thereon and/or facilities are constructed, maintained, or otherwise operated on the said property described in Item 1 of this permit for a purpose for which a New York State Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the Permittee shall construct such improvements and maintain and operate such facilities and services such that (1) no person on the ground of race, color, or national origin, sex, age, and disability/handicap, shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin, sex, age, and disability/handicap, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Permittee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964; and to Title 23 Code of Federal Regulations, Part 200, Title VI Program and Related Statutes - Implementation and Review Procedures; and further as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, the State shall have the right to terminate the permit and to re-enter and repossess said land and the facilities thereon, and hold the same as if said permit had never been made or issued.

20. Permittee agrees that, in addition to any protection afforded to State under any available insurance, State shall not be liable for any damage or injury to the Permittee, its agents, employees, or to any other person, or to any property, occurring on the site or in any way associated with Permittee's activities or operations; whether undertaken by Permittee's own forces or by contractor or other agents working on Permittee's behalf. To the fullest extent permitted by law, the Permittee agrees to defend, indemnify and hold harmless the State of New York, State and their agents from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of any claim, including but not limited to claims for personal injuries, property damage or wrongful death and/or environmental claims, in any way associated with the Permittee's activities or operations, no matter how caused.

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

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

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

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

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

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

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

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

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

Section 3: This local law shall take effect upon filing with the New York State Secretary of State.

Submitted to the Mayor this _____

day of _____ 2018

CARLY WINNIE, CITY CLERK

Approved by the Mayor this _____

day of _____ 2018

STEVEN T. NOBLE, MAYOR

Adopted by Council on

THE CITY OF KINGSTON COMMON COUNCIL

LAWS & RULES COMMITTEE REPORT

DEPARTMENT _____	DATE <u>August 15, 2018</u>
Description <u>Amend Section 172.5 Building Permits:</u>	
(A)(1) Building permits required. <u>Except as otherwise</u> provided in Subsection (B) of this section, a building permit shall be required for any work which must conform to the Uniform Code and/or the Energy Code including, but not limited to, the construction enlargement, alteration, improvement, removal, relocation or demolition of any building or structure or any portion thereof, or excavation in preparation for any of the foregoing activities.	
(2) In the case of any work involving excavation, no building permit shall be issued absent referral and review by the Engineering Department pursuant to Section 353 of this code and the receipt of a written certification from the Engineering Department regarding the compliance with said section.	
_____ _____ _____	
Signature _____	

Motion by TD

Seconded by DM

Action Required: _____

SEQRA Decision:

Type I Action _____

Type II Action _____

Unlisted Action _____

Negative Declaration of Environmental Significance: _____

Conditioned Negative Declaration: _____

Seek Lead Agency Status: _____

Positive Declaration of Environmental Significance: _____

Committee Vote	YES	NO
<u>Willie Guy</u> Bill Carey, Chairman	✓	
<u>Jeffrey Ventura Morell, Ward 1</u> <u>Anthony Davis</u>	✓	
<u>Anthony Davis, Ward 6</u> <u>Reynolds Scott Childress, Ward 3</u>	✓	
<u>Douglas Koop</u> Douglas Koop, Ward 2	✓	
<u>Patrick O'Reilly</u> Patrick O'Reilly, Ward 7		

CITY OF KINGSTON
Common Council
commoncouncil@kingston-ny.gov

James Noble, Common Council President



Reynolds Scott-Childress, Majority Leader

August 3, 2018

President James Noble
420 Broadway
Kingston, NY 12401

Dear President Noble,

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

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

Sincerely,

Steve Schabot
Alderman, Ward 8

LOCAL LAW OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK,
AMENDING CHAPTER 353-13 – STORMWATER MANAGEMENT AND EROSION AND SEDIMENT
CONTROL, ENFORCEMENT; PENALTIES FOR OFFENSES, OF THE CODE OF THE CITY OF KINGSTON,
NEW YORK

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

WHEREAS, Chapter 353, Stormwater Management and Erosion and Sediment Control, has previously been adopted and amended by Local Law; and

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

WHEREAS, the Laws and Rules Committee of the Common Council of the City of Kingston therefore wishes to amend Chapter 353, Section 13, so as to add a provision to allow the City Engineer to issue appearance tickets for violations

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

Section 1: That Chapter 353 – Stormwater Management and Erosion and Sediment Control, Section 13 – Enforcement; Penalties for Offenses, shall be amended to add a new (D) to read as follows:

“Appearance Tickets. The City Engineer is authorized to issue appearance tickets for violations of this section”

Section 2: That current Chapter 353, Section 13 (D), (E), (F) shall become (E), (F) and (G)

Section 3: 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 4: This local law shall take effect upon filing with the New York State Secretary of State.

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

**LAWS & RULES
COMMITTEE REPORT**

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>
Walter F. Cuy	✓	
Bill Carey, Chairman	✓	
Jeffrey Ventura Morell, Ward 1	✓	
Anthony Davis, Ward 6	✓	
Reynolds Scott Childress, Ward 3	✓	
Douglas Koop, Ward 2	✓	
Patrick O'Reilly, Ward 7		

LOCAL LAW OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK,
AMENDING CHAPTER 211.1 – FENCES OR COVERS REQUIRED, OF THE CODE OF
THE CITY OF KINGSTON, NEW YORK

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

WHEREAS, Chapter 211, Building Construction, has previously been adopted and amended by Local Law; and

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

WHEREAS, the Laws and Rules Committee of the Common Council of the City of Kingston therefore wishes to amend Chapter 211, Section 1, so as to add a provision pertaining to fencing of excavation hazards

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

Section 1: That Chapter 211 – Excavation Hazards, Section 1 – Fences or Covers Required, shall be amended to read as follows:

“It shall be unlawful for any person, corporation, association or partnership to create, construct, allow or permit on premises owned by said person, corporation, association or partnership in a place accessible to members of the public, any open cistern, well or other opening containing water or other liquid, or any excavation requiring a building permit, as set forth in Section 172.5 (A)(1), which is unattended or unguarded or without fencing deemed adequate by the Building Safety Division, to prevent dangers to the public safety”

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

Approved by the Mayor this _____
day of _____ 2018

CARLY WINNIE, CITY CLERK

STEVEN T. NOBLE, MAYOR

Adopted by Council on

THE CITY OF KINGSTON COMMON COUNCIL

LAWS & RULES COMMITTEE REPORT

DEPARTMENT _____

DATE August 15, 2018Description Amend Section 211-1 to read as follows:

It shall be unlawful for any person, corporation, association or partnership to create, construct, allow or permit on premises owned by said person, corporation, association or partnership, in a place accessible to members of the public, any open cistern, well or other opening containing water or other liquid, or any excavation requiring a building permit as set forth in Section ~~172.5~~ ^{173.5} (A)(1), which is unattended or unguarded or without fencing deemed adequate by the Building Safety Division to prevent dangers to the public safety.

Signature _____

Motion by DKSeconded 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
<u>Walter J. Cury</u> Bill Carey, Chairman		✓	
<u>Jeffrey Ventura Morell</u> Jeffrey Ventura Morell, Ward 1		✓	
<u>Anthony Davis</u> Anthony Davis, Ward 6		✓	
<u>Reynolds Scott-Childress</u> Reynolds Scott-Childress, Ward 3			
<u>Douglas Koop</u> Douglas Koop, Ward 2		✓	
<u>Patrick O'Reilly</u> Patrick O'Reilly, Ward 7		✓	

LOCAL LAW __ OF 2018

LOCAL LAW OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK,
AMENDING CHAPTER 208 – ELECTRICAL REGULATIONS, OF THE CODE OF
THE CITY OF KINGSTON, NEW YORK

Sponsored By: Laws & Rules Committee
Aldermen: Carey, Ventura Morell, Scott-Childress, Koop, Shaut

WHEREAS, Chapter 208, Electrical Regulations, has previously been adopted and amended by Local Law; and

WHEREAS, the Board of Electrical Examiners has submitted a request to update the language in Chapter 208, Electrical Regulations, of the City of Kingston Code; and

WHEREAS, the Laws and Rules Committee of the Common Council of the City of Kingston has reviewed the changes and wishes to amend Chapter 208, so as to properly reflect the current Licensing Procedures

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

Section 1: That Chapter 208, entitled Electrical Regulations, shall be amended, as attached:

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

Chapter 208

Electrical Regulations

[HISTORY: Adopted by the Common Council of the City of Kingston as indicated in article histories. Amendments noted where applicable.]

GENERAL REFERENCES

Building construction — See Ch. 172.

Fences — See Ch. 220.

Article I

Licensing of Electricians; General Regulations

[Adopted 8-7-1984 by L.L. No. 3-1984, approved 8-28-1984, as Ch. 42, Art. I, of the 1984 Code]

§ 208-1 Definitions.

As used in this article, the following terms shall have the following meanings unless the context requires otherwise:

BOARD

The Board of Electrical Examiners of the City of Kingston, New York, established by this article.

CERTIFICATE OF APPROVAL

A certificate issued by the inspector.

[Amended 8-4-2009 by L.L. No. 11-2009, approved 8-13-2009]

INSPECTOR

The person or persons authorized and required by this article to make electrical inspection within the City of Kingston, New York.

MASTER ELECTRICIAN

Includes any person who engages in or carries on the business of installing, erecting, altering or repairing electrical wiring, apparatus, fixtures, devices, appliances and equipment utilized or designed for the utilization of electricity for light, heat or power purposes or for signaling systems operating on 50 volts or more, any person who performs or supervises the performance of work done in connection with the installation, erection, alteration, extension or repair of electrical wiring, apparatus, fixtures, devices, appliances and equipment for light, heat or power purposes or for signaling systems operating on 50 volts or more and any person who contracts to do any of the foregoing.

PERSON

Includes an individual, firm, partnership or corporation.

§ 208-2 License required.

A. No person shall hereafter engage in, carry on or conduct the business of master electrician or do or perform or

offer or undertake or contract to do or perform the work of a master electrician within the City of Kingston, New York, or hold himself out to the public, directly or indirectly, as being able so to do, unless licensed therefor pursuant to this article or unless employed by and working under the direction of a person so licensed.

- B. No person shall engage in, carry on or conduct the business of master electrician *limited* or do or perform or offer or undertake or contract to do or perform the work of a master electrician limited within the City of Kingston, New York, or hold himself out to the public, directly or indirectly, as being a master electrician *limited*, except those licensed as such prior to August 1, 2018, as the City of Kingston no longer offers a master electrician limited license.

§ 208-3 Board established: membership; Secretary; compensation.

- A. There is hereby established in and for the City of Kingston, New York, a board to be known as the "Board of Electrical Examiners of the City of Kingston, New York." This Board shall consist of five persons who shall be appointed by the Mayor. One of such members shall be the Fire Chief of the City of Kingston, New York; one shall be a representative of a public service corporation furnishing electricity for public use in the City of Kingston, New York; one shall be a master electrician who has had at least 10 years' experience in electrical contracting and construction work; and one shall be a journeyman electrician who has had at least 10 years' practical experience in electrical construction work. [Amended 8-4-2009 by L.L. No. 11-2009, approved 8-13-2009]
- B. Of the members first appointed, one shall be appointed for a term of one year, two for a term of two years and two for a term of three years; except that they may continue to serve after the expiration of their respective terms of office until their successors have been appointed and have qualified. The successors of all such members shall be appointed for terms of three years; except that they may continue to serve after the expiration of their respective terms of office until their successors have been appointed and have qualified.
- C. A vacancy occurring in the membership of the Board from any cause shall be filled by the Mayor for the unexpired term of the member whose office has become vacant.
- D. A member of the Board may be removed by the Mayor for misfeasance or malfeasance in office, incompetence, incapacity, neglect of duty or other good and sufficient cause, after giving to such member a copy of the charges against him and an opportunity to be heard in his defense in person and/or by counsel.
- E. The Board shall elect a Chairman from its membership. The Fire Chief of the City of Kingston, New York, shall be the Secretary of said Board and shall serve as such Secretary without pay. The Secretary shall have the authority to waive the fees of board members at his/her discretion.
- F. A majority of the Board shall constitute a quorum for the transaction of business.

§ 208-4 Powers and duties of the Board.

The Board shall have the following powers and duties, in addition to those elsewhere prescribed in this article:

- A. To hold at least one meeting in each month and as many other meetings at such other times as, in the opinion of the Chairman or a majority of the Board, are necessary or desirable for the efficient discharge of the business of the Board. All members of the Board present at any meeting shall sign the minutes of such meeting.
- B. To examine into the qualifications and fitness of applicants for licenses under this article, or of the representatives of such applicants designated for such purpose.
- C. To grant and issue licenses as master electricians to applicants possessing or whose representatives possess the requisite qualifications and to grant and issue licenses as special electricians to applicants possessing the

requisite qualifications. Licenses shall be signed by the Chairman and Secretary.

- D. To suspend or revoke licenses for cause as prescribed in § 208-11.
- E. To impose and collect fines for violations as prescribed in § 208-11.
- F. To keep records of all its meetings and proceedings and of all licenses issued, suspended or revoked by it and to make such records available for public inspection.
- G. To prepare a manual of its rules and regulations for the conduct of examinations and to furnish copies thereof to persons desiring the same, upon payment of a fee at a rate set forth in the fee schedule to be established by resolution of the Common Council of this City. [Amended 10-4-1988, approved 10-6-1988; 9-2-2014 by L.L. No. 2-2014, approved 9-11-2014]
- H. To adopt such rules and regulations as may be necessary, not inconsistent with the provisions of this article, with respect to the form and content of applications for licenses, the reception thereof, the investigation and examination of applicants and their qualifications, the conduct of the meetings and the business of the Board, and the other matters incidental or appropriate to the powers and duties of the Board as prescribed by this article, and for the proper administration and enforcement of the provisions of this article, and to amend or repeal any of such rules and regulations by a majority vote at any special or regular meeting, upon notice of at least 30 days to each member thereof.
- I. To file a copy of all its rules and regulations and of all changes therein, duly certified by the Secretary with the City Clerk immediately upon the adoption thereof, which copy shall be available for public inspection during the regular business hours of the day.

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

[Amended 10-4-1988, approved 10-6-1988; 4-1-1997, approved 4-4-1997; 12-16-2008 by L.L. No. 6-2008, approved 12-31-2008; 9-2-2014 by L.L. No. 2-2014, approved 9-11-2014]

The Board may issue licenses under this article as follows:

- A. Master electrician's licenses, Class A - a master electrician's license, Class A, shall authorize the licensee to engage in the business of master electrician within the City of Kingston, New York, for a period ending the 31st day of December of the year in which it is issued, except that a licensed master electrician regularly and exclusively employed by a person who owns, leases, manages, maintains or operates one or more buildings or structures constituting a plant occupied or used for commercial or industrial purposes may not perform the work or engage in the business of a master electrician outside of such plant and except further that the work of a master electrician may not be performed under a license granted on application made pursuant to § 208-6B outside of the plant mentioned and described in such application. Such a license may be renewed annually on or before the expiration thereof for periods of one year upon payment of an annual renewal fee. Thereafter the fees specified herein shall be amended from time to time by resolution of the Common Council of the City of Kingston.
- B. Master electrician's licenses, Class B - a master electrician's license, Class B, one job permit, shall authorize the licensee to engage in the business of master electrician in the City of Kingston, New York, but only for the purpose of undertaking, performing and completing a single continuous job or installation at one location or property at one time. The fee for such license shall be for a period ending the 31st day of December of the year in which it is issued. This includes Solar Panel installations, for which building permits applications are also *required*. All individuals filing for a Class B, One Job Permit, must inquire with the Building Safety Division regarding the necessity of a Building Permit.
- C. The Board of Electrical Examiners is hereby authorized to add the following charges to the requirements for

electrical licenses, valid from January 1 to December 31, to help offset renewal notifications:

- (1) A late charge fee for all electrical licenses not renewed by January 10 of the new year. The fee specified herein shall be amended from time to time by resolution of the Common Council of the City of Kingston.
 - (2) A fee for all license holders who wish to consider their license inactive (shelved) for the current year. The fee specified herein shall be amended from time to time by resolution of the Common Council of the City of Kingston.
- D. There shall be fees charged for all licenses issued pursuant to this section. Fees for said licenses shall be in sums as set forth in the fee schedule to be established by resolution of the Common Council of this City.

§ 208-6 Applications for licenses.

[Amended 12-6-2005 by L.L. No. 4-2005, approved 12-27-2005; 12-16-2008 by L.L. No. 6-2008, approved 12-31-2008]

- A. Every person desiring a license as a master electrician under this article shall make application to the Board in such form and detail as the Board may prescribe. The fee for said application shall be at a rate set forth in the fee schedule to be established by resolution of the Common Council of this City. Such application will state, among other things, the applicants name, business name, address and telephone number. If the applicant is a corporation, any one of the officers who owns at least 25% of that corporation may be designated as the representative and is considered the applicant. That person will act as the supervisor of the work being done under the license, if granted. The fee specified herein shall be amended from time to time by resolution of the Common Council of the City of Kingston. **[Amended 9-2-2014 by L.L. No. 2-2014, approved 9-11-2014]**
- B. A person who owns, leases, manages, maintains or operates one or more buildings or structures constituting a plant occupied or used for commercial or industrial purposes desiring a license as a master electrician so that the work of the master electrician may be regularly performed in such plant may make application therefor to the Board in such form and detail as the Board may prescribe or may regularly employ a licensed master electrician for such purpose. Such application shall state, among other things, the name and nature of the business of the applicant, the location and description of the buildings or structures constituting the plant of the applicant where the work of a master electrician will be performed under the license, if granted, and the name of the representative of the applicant who will take the examination for the license and who will act as the supervisor of the work to be done under the license granted.
- C. Every person desiring a license as a special electrician under this article shall make application therefor to the Board in such form and detail as the Board may prescribe. Such application shall state, among other things, the name and residence address of the applicant, the name and business address of the person employing or who desires to employ the applicant and the nature and extent of the experience of the applicant in work as a special electrician.
- D. Each application shall be accompanied by cash, check or money order for the amount of the license fee prescribed by this article for the type or class of license desired. Ninety per centum of such fee shall be returned to the applicant upon failure to pass the examination.

§ 208-7 Examinations.

- A. Examinations shall be in writing. A complete record of every examination given will be kept on file until three years after the date of the examination. Examinations shall be held at the times and places prescribed by the Board. **[Amended 10-4-1988; approved 10-6-1988; 12-6-2005 by L.L. No. 4-2005, approved 12-27-2005]**
- B. Examinations for a master electrician limited license shall be written or oral. No license as a master electrician limited shall be granted to any person unless the designated representative shall prove to the satisfaction of the

Board that he is a competent electrician and qualified to perform the work of installing electrical wiring for heating furnace apparatus and equipment.

- C. The applicant or, in the case of those applying for licenses as master electricians, the designated representative of the applicant shall present himself for examination at the time and place specified in a notice to be given by the Board.
- D. An applicant or the representative of an applicant who has failed in his first examination shall not be eligible for reexamination until one month from the date of such failure; one who fails twice or more shall not be eligible for further reexamination until at least six months have elapsed from the date of such second or subsequent failure.
- E. No license as a master electrician shall be granted to any person unless the designated representative shall prove to the satisfaction of the Board that he has or will establish a place for the regular transaction of business, if not exclusively employed by a person who owns, leases, manages, maintains or operates one or more buildings or structures constituting a plant occupied or used for commercial or industrial purposes; is a competent electrician and qualified to do electrical contracting, construction and installation work and electrical wiring; has a working knowledge of electricity and the natural laws, properties and functions of electricity and of appliances, apparatus, materials and devices for electric light, heat, power and signaling purposes used and required in such work, combined with a practical working knowledge of the requirements and provisions of the New York State Uniform Fire Prevention and Building Code and a knowledge of the provisions of this article and the rules and regulations of the Board and the laws of the state, if any, and of the City of Kingston, New York, for installation of electrical wiring, devices, appliances and equipment and of the provisions thereof requiring permits therefor; provided, however, that any person applying therefor within one year after the effective date of this article, who shall have been continuously engaged in the business and work of a master electrician in the City of Kingston, New York, for a period of five years or more preceding such date, shall, upon proof thereof to the satisfaction of the Board, be deemed fit and qualified to receive a license hereunder without further examination, upon payment of the fee prescribed therefor by this article.
[Amended 8-4-2009 by L.L. No. 11-2009, approved 8-13-2009]
- F. No license shall be granted to any person who is less than 21 years of age or does not comply with the New York State Compensation Law.

§ 208-8 Licenses; holder; supervisor, display.

- A. No license issued hereunder shall be assignable or transferable.
- B. Each license as a master electrician issued hereunder shall specify the name of the person, firm, partnership or corporation licensed, who or which shall be known as the holder of the license, and shall also specify the name of the person who has passed the examination, and such person shall be designated in the license as the supervisor of all work to be done under the license.
- C. The person designated as the supervisor may be a person in the employ of the holder of the license; or, if the holder is an individual, may be the holder himself; or, if the holder is a firm or partnership, may be a member thereof; or, if the holder is a corporation, may be an officer of the corporation, provided he has the requisite qualification of stock ownership herein prescribed therefor.
- D. The same person shall not be designated as the supervisor in two or more licenses issued to different holders.
- E. In the event that the business association of the supervisor with or the employment of the supervisor by the holder of the license shall terminate, the holder shall notify the Board of such fact forthwith and shall promptly designate another person as the representative of the holder, who shall submit himself for the examination to the Board when notified so to do. If no such new designation is made within 30 days after the termination of the association or employment of the former supervisor, the license of the holder shall become

null and void on the 30th day following such termination.

- F. All licenses shall be numbered in the order in which they are issued and shall be in such form and of such color and shall contain such information as may be prescribed by the Board.
- G. Each license shall at all times be kept conspicuously displayed in the place of business or employment, as the case may be, of the licensee.

§ 208-9 Renewal of Class A master electrician's licenses.

No Class A master electrician's license shall be renewed if the licensee has not actively engaged in business as a master electrician during a period of one year or more immediately preceding the application for renewal. Any such licensee not renewed within the time prescribed by this article shall lapse at the expiration of its term, and the holder of such license must thereafter qualify for an original license hereunder and comply with all the requirements and provisions hereof relative thereto.

§ 208-10 Additional requirements for Class A licensed master electricians; penalties for offenses.

[Amended 10-4-1988; approved 10-6-1988; 6-8-1999; approved 6-14-1999; 12-6-2005 by L.L. No. 4-2005, approved 12-27-2005]

- A. Any person to whom such license has been issued who shall loan, rent, sell or transfer the same to another person, whether such person is entitled to receive a similar license or not, or otherwise willfully violates the provisions of this section, shall be punishable by the Board by a fine of not exceeding \$50 for the first offense and not less than \$100 nor more than \$250 for a subsequent offense and, in addition thereto, shall forfeit his or her license hereunder.
- B. Each Class A master electrician licensed hereunder shall have a telephone listed under his or her name and shall display his or her name on the directory or on the outer entrance of the building in which his or her place of business is located on all stationery, advertisements and other printed matter used in connection with his or her business.
- C. If any Class A master electrician licensed hereunder does not maintain a regular place of business by reason of the fact that he or she is exclusively employed by a person who owns, leases, manages, maintains or operates one or more buildings or structures constituting a plant occupied or used for commercial or industrial purposes, such licensee shall not be required to procure or display a sign, have a telephone or display his or her name as provided in this section.

§ 208-11 Suspensions and revocation of licenses; fines.

- A. Any license issued hereunder may be suspended or revoked, in the discretion of the Board, after hearing upon due notice held, upon charges given to the licensee and an opportunity to be heard in his defense in person and/or by attorney, if the Board is satisfied that the holder of such license or any of his or its officers or employees willfully or by reason of incompetence have violated any provision of this article or of any other law or of any ordinance, local law or building code of the City of Kingston, New York, governing electrical work or requiring permits therefor or any requirement contained in the rules and regulations of the New York State Uniform Fire Prevention and Building Code. **[Amended 8-4-2009 by L.L. No. 11-2009, approved 8-13-2009]**
- B. The Board may, in lieu of suspending or revoking a license hereunder, impose a fine not exceeding \$200 for the first offense, and not less than \$100 nor more than \$500 for a subsequent offense, and may suspend the license until such fine is paid. **[Amended 10-4-1988; approved 10-6-1988]**

§ 208-12 Review of action of Board.

Any action of the Board may be reviewed by any person aggrieved thereby in any court of competent jurisdiction by a proceeding instituted under the provisions of Article 78 of the Civil Practice Law and Rules.

§ 208-13 Installation standards.

[Amended 8-4-2009 by L.L. No. 11-2009, approved 8-13-2009]

All installations of electrical work, all extensions thereto and all alterations thereof within the City of Kingston, New York, shall be in conformity with the provisions of this article and of any other law or of any ordinance, local law or building code of the City of Kingston, New York, pertaining thereto and shall also be in conformity with approved standards for safety to life and property. In every case where no specific type or class of material or no specific standards are prescribed by law, conformity with the regulations and requirements contained in the New York State Uniform Fire Prevention and Building Code, as approved by the American Standards Association, shall be prima facie evidence of conformity with approved standards for safety to life and property.

§ 208-14 Inspections.

- A. One or more inspectors shall be appointed by the Board of Electrical Examiners of the City of Kingston and are hereby authorized and required, as such representative, to make electrical inspections and reinspections of all electrical installations within the City of Kingston, New York, and all extensions thereto and alteration thereof, and to approve or disapprove the same. **[Amended 8-4-2009 by L.L. No. 11-2009, approved 8-13-2009]**
- B. It shall be the duty of the inspector to make an inspection of any premises wherein a fire or explosion has occurred, and for such purpose, it shall be the duty of the Chief of the Fire Department of the City of Kingston, New York, within 24 hours after such occurrence, to report or cause to be reported to an inspector the address or location of such premises and to furnish such other information and assistance with respect thereto as such inspector may require. **[Amended 8-4-2009 by L.L. No. 11-2009, approved 8-13-2009]**
- C. The inspector shall have the right during reasonable hours to enter any building in the discharge of his official duties or for the purpose of making any inspection, reinspection or test of the installation of electric wiring, devices, appliances and equipment contained therein and shall have the authority to cut or disconnect any wire in cases of emergency where necessary for the safety of life or property or where such wire may interfere with the work of the Fire Department. He is also authorized to disconnect or order the discontinuance of electrical service to any electric wiring, devices, appliances or equipment found to be dangerous to life or property because they are defective or defectively installed until they have been made safe and have been approved by him.
- D. It shall be the duty of the inspector to make an inspection of any premises wherein a fire or explosion has occurred and for such purpose, it shall be the duty of the Chief of the Fire Department of the City of Kingston, New York, within 24 hours after such occurrence, to report or cause to be reported to the agencies approved to conduct electrical inspections by the Kingston Board of Electrical Examiners, from which such inspector operates, the address or location of such premises and to furnish such other information and assistance with respect thereto as such inspector may require. **[Amended 11-7-2012, approved 11-8-2012]**
- E. The inspector shall make periodically a thorough reinspection of the installation of all electric wiring, devices, appliances and equipment now or hereafter installed within the City of Kingston, New York, and within the scope of this article; and when any such installation is found to be in a dangerous or unsafe condition, the person, firm or corporation owning, using or operating the same shall be notified, in writing, and shall make the necessary repairs or changes required to place the same in safe condition and have such work completed within 15 days or such longer time as may be specified by the inspector in such notice.
- F. When a tenant removes from a building or any portion of a building used wholly or partly for mercantile, industrial or commercial purposes, the electric meter shall be removed or locked by the public utility company furnishing electric service to such tenant, and electricity shall not be resupplied to these premises from any source until a new inspection has been made and new certificate of approval has been issued, if any change has been made in the electrical installation subsequent to the last previous inspection.

§ 208-15 Connection to installations.

- A. It shall be unlawful for any person, firm or corporation to make connection from a source of electrical energy to any electric wiring, devices, appliances or equipment, for the installation, extension or alteration of which a permit is required by law, until a certificate of approval or a permit has been issued authorizing such connection and use of such wiring, devices, appliances or equipment.
- B. It shall be unlawful for any person, firm or corporation to make connection from a source of electrical energy to any electric wiring, devices, appliances or equipment which has been disconnected or ordered to be disconnected by the inspector or the use of which has been ordered by the inspector to be discontinued until a certificate of approval has been issued by him authorizing the reconnection and use of such wiring, devices, appliances or equipment.

§ 208-16 Permits.

- A. It shall be a violation of this article for any person to install, alter or repair any electric wiring in the City of Kingston, New York, until such time as proper application has been filed with an inspector, and a permit obtained. **[Amended 8-4-2009 by L.L. No. 11-2009, approved 8-13-2009]**
- B. No such permit shall be issued to any person, firm or corporation unless he or it is the holder of a license as a master electrician under this article.

§ 208-17 Nonapplicability.

The provisions of this article shall not apply to persons engaged solely in stilling, or solely in the attachment of ordinary electric appliances to existing circuits where no joining or splicing of electrical conductors is required; nor to the installation, maintenance or repair of elevators; nor to any work involved in the manufacture, assembly, test or repair of electrical machinery, apparatus, materials and equipment by a person, firm or corporation engaged in electrical manufacturing as their principal business; nor to the work in connection with the erection, construction, maintenance or repair of lines and facilities for the generation, transmission and distribution of electricity from the source of supply to the service connection on the premises, where used, by public service companies as defined by the Transportation Corporations Law of this state, or municipal plants authorized to generate or sell electricity; nor to the work of such companies or plants in installing, maintaining and repairing on the consumer's premises, service connections, meters and other apparatus and appliances remaining the property of such companies or plants after installation; nor to emergency repairs of wiring and appliances on consumer's premises necessary for the protection of life or property; nor to the work of companies incorporated for the transmission of intelligence by electricity in installing, maintaining or repairing wires, apparatus or fixtures or other appliances.

§ 208-18 Reciprocal licensing agreements.

A reciprocal license agreement may be arranged where the license requirements of the counties involved or the political subdivisions thereof are substantially equivalent.

§ 208-19 Employment of unlicensed electricians.

It shall be unlawful for any person to employ an unlicensed electrician to do any electrical work in the City of Kingston, New York.

§ 208-20 Disposition of moneys derived from operation of ordinance.

[Amended 12-16-1999 by L.L. No. 2-2000, approved 1-3-2000]

All fees, fines and penalties derived by the Board from the operation of this article shall be turned over by the Board to the Comptroller or other fiscal officer of the city exercising corresponding functions within 10 days after they are received, and such moneys shall be paid by such Comptroller into the general fund of the city and shall be available for use for any lawful city purpose.

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§ 208-21 Penalties for offenses.

Any person who shall, directly or indirectly, engage in or work at the business of master electrician, master

electrician limited or special electrician in the City of Kingston, New York, without a master electrician license, master electrician limited license or special electrician license, or who shall violate any of the provisions of this article or of any rule or regulation made pursuant thereto, or who, having had his license suspended or revoked, shall continue to engage in or work at the business of master, master limited or special electrician, as the case may be, shall be guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than \$50 nor more than \$100, or by imprisonment for not less than 10 days nor more than three months, or by both such fine and imprisonment, and each day on which such violation continues shall constitute a separate offense.

§ 208-22 Liability for damage.

This article shall not be construed to relieve from nor lessen the responsibility of any person owning, operating, controlling or installing any electric wiring, devices, appliances or equipment, for loss of life or damage to person or property caused by any defect therein, nor shall the City of Kingston, New York, be deemed to have assumed any such liability by reason of any inspection made or license issued pursuant to this article.

§ 208-23 Publication; when effective.

This article shall be published once in each of the newspapers of the City of Kingston, New York, and shall take effect immediately after such publication.

Article II Electrical Outlets and Fixtures

[Adopted 8-7-1984 by L.L. No. 3-1984, approved 8-28-1984, as Ch. 42, Art. I, of the 1984 Code]

§ 208-24 Minimum outlets and fixtures required.

- A. No building or other structure erected, wholly or partly, or altered must be done so as to meet local and New York State Fire Prevention and Building Code requirements.
- B. When a service is found to be inadequate, in an already existing structure, the electrical contractor must present calculated load to be served, and the service equipment must be installed to meet local and New York State Fire Prevention and Building Code requirements.

[Amended 12-16-1999 by L.L. No. 2-2000, approved 1-3-2000]

§ 208-25 Penalties for offenses.

Any person or corporation which shall violate any of the provisions of this article shall be guilty of a misdemeanor and shall be punishable by a fine not exceeding \$500 and by imprisonment.

§ 208-26 When effective.

This article shall be published as required by law and shall take effect immediately upon the final such publication.

Article III One Job Permits

[Adopted 5-8-1996; approved 5-13-1996]

§ 208-27 Fees; requirements.

- A. Fee schedule.
 - (1) The fee schedule for one job permits shall be as set forth in the fee schedule to be established by resolution 235 the Common Council of this City. [Amended 9-2-2014 by L.L. No. 2-2014, approved 9-11-2014]
 - (2) The fees specified herein shall be amended from time to time by resolution of the Common Council of the

City of Kingston.

B. Applicants for a One Time Permit must produce:

- (1) A copy of their Class A Master Electrician License
- (2) Documentation from licensing agency that license is active and in good standing
- (3) Documentation for licensing agency that they agree to reciprocate with the City of Kingston
- (4) Certificates of Insurance, to include Liability (listing City of Kingston as certificate holder and additional insured), Workers Compensation and/or Disability Insurance must provide Exempt Certificates in accordance with General Municipal Laws 57 and 220

C. One Job Permits are issued for one job, one location only; and one at a time

D. Upon Completion of the One Job Permit, the Office of the Fire Chief and/or the Building Safety Division must receive a copy of the final inspection report from one of the City of Kingston approved agencies.

§ 208-28 Fines.

[Added 6-8-1999, approved 6-14-1999; amended 9-2-2014 by L.L. No. 2-2014, approved 9-11-2014]

There shall be a fine plus the permit fee as set forth in the fee schedule to be established by resolution of the Common Council of this City.

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CITY OF KINGSTON

Board of Electrical Examiners
mbrown@kingston-ny.gov

Mark Brown, Fire Chief



Steven T. Noble, Mayor

June 19, 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:

The Board of Electrical Examiners has for several months been reviewing the City of Kingston Electrical Regulations – Chapter 208 of the City Charter. They found several areas in need of amendment and hereby request that the Common Counsel amend these Rules and Regulations according to the attached sheets.

I will make myself available to discuss these changes, and any other electrical matters for discussion. 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 Clerk – Carly Winnie

EDITORS NOTE: Chapter 217 FEES

Should be listed as follows:

A.	Master Application Fee (non- refundable)	\$50.00
B.	Master Electrician License New	\$225.00
C.	Master Electrician License Renewal	\$200.00
D.	Master Electrician Shelve (annual)	\$75.00 (propose raise this to \$100.00)
E.	Late fee (received after Jan 10) add	\$150.00
F.	Class B Master One Job Permit:	
	Electrical up to \$10,000	\$400.00
	Electrical up to \$100K	\$900.00
	Electrical over \$100K	\$1500.00
G.	Limited License (one left) Renewal	\$200.00

Article II *Electrical Outlets and Fixtures*

REMOVE THIS ENTIRE SECTION

Replace with:

A. All electrical work performed in buildings or structures erected wholly or partly or altered must be done so according to meet local and New York State Fire Prevention and Building Code requirements.

B. When a service is found to be inadequate in an already existing structure, the electrical contractor must present calculated load to be served and the service equipment must be installed to meet local and New York State Fire Prevention and Building Code requirements.

§208-.25 Penalties for Offenses

A. Any person or corporation which shall violate any of the provision of this article shall be guilty of a misdemeanor and shall be punishable by a fine not exceeding \$500.00, and by imprisonment.

(Note the change in fine amount)

§208-.26 When effective.

(No changes required)

Article III One Job Permits

§208-.27 Fees; requirements.

A. (No change required)

B. **Should read as follows:**

The applicant must produce a copy of their Class A Master Electrician License

C. Documentation from licensing agency that License is active & in good standing

D. Documentation from licensing agency that they agree to reciprocate with us

E. One Job Permits are issued for One Job – One Location only and one at a time

F. Must produce Certificates of Insurance –

a. Liability (listing City of Kingston as additional insured)

b. Workers' Compensation & Disability Insurance (Those with no Workers' Compensation &/or Disability Insurance must provide Exempt Certificates according to General Municipal Laws 57 and 220)

G. Upon completion of the One Job Permit, the office of the Fire Chief and or the Building Department must receive a copy of the final inspection from one of the approved agencies on the City of Kingston City of Kingston list.

§208-.28 Fines

There shall be a fine plus the permit fee as set forth in the fee schedule to be established by resolution of the Common Council of this City.

§208-.1 Definitions

MASTER ELECTRICIAN LIMITED

REMOVE THIS ENTIRE SECTION

SPECIAL ELECTRICIAN

REMOVE THIS ENTIRE SECTION

§208-.2 License Required

"B." Should read as follows:

No person other than the One Limited Electrician left, shall hereafter engage in carry on or conduct the business of master electrician limited or do or perform or offer or undertake or contract to do or perform the work of a master electrician *limited* within the City of Kingston, New York or hold himself out to the public, directly or indirectly as being able to do so, since the City of Kingston no longer offers said license.

"C." REMOVE THIS ENTIRE SECTION

§208-.3 Board established: Membership; Secretary; compensation.

"E." Should read as follows:

The Board shall elect a Chairman from its membership. The Fire Chief of the City of Kingston, New York shall be the Secretary of said Board and shall serve as such Secretary without pay. He shall determine if the fees for members of the Board shall be waived.

The Secretary shall

§208.5 Licenses, terms; renewal, fees.

"B." Should read as follows:

Master Electrician's License, Class B. A Master Electrician's License, Class B – One Job Permit shall authorize the licensee to engage in the business of Master Electrician in the City of Kingston, New York, but only for the purpose of undertaking, performing and completing a single continuous job or installation at one location or property at one time. The fee for such license shall be for a period ending the 31st day of December of the year in which it is issued. This includes Solar Panel installations and those are *required* to file building permit applications. All individuals filing for a Class B One Job Permit must inquire with the Building Safety Division for the necessity of a Building Permit.

"C." Special Electrician's License.

REMOVE THIS ENTIRE SECTION

"D." Master Electrician Limited License

REMOVE THIS ENTIRE SECTION

§208-.5 Applications for licenses.

"B."

REMOVE THIS ENTIRE SECTION

"C."

REMOVE THIS ENTIRE SECTION

§208-.7 Examinations

"F."

REMOVE THIS ENTIRE SECTION