

AGENDA LAWS & RULES COMMITTEE

APRIL 21, 2021

NEW BUSINESS

- 1 – Intermunicipal Agreement with GW School regarding a bike shelter – K. Wilson
- 2 – Memorializing Resolution from CAC – J. Noble
- 3 – Regulations for Boarding Homes, B&B's, STR – M. Hirsch
- 4 – Agreement with the County Regarding the sharing of economic development services– S. Noble

OLD BUSINESS

- 1- Zoning Code Chickens-Eric Kitchen
- 2- Zoning Change "Hotel"
- 3- Accessory Dwellings-Alderman Hirsch

L+R

CITY OF KINGSTON
Office of Grants Management
grants@kingston-ny.gov

Kristen E. Wilson, Director



Steven T. Noble, Mayor

February 26, 2021

Honorable Andrea Shaut
President/Alderman-at-Large
Kingston Common Council
420 Broadway
Kingston, NY 12401

Re: Intermunicipal Agreement for Bike Shelter at the George Washington Elementary School

Dear President Shaut,

The Office of Grants Management requests placement on the agenda of the appropriate committee to discuss an Intermunicipal Agreement for the placement of a covered bicycle shelter at the George Washington Elementary School as part of the Henry Street Safe Routes to School Project.

The agreement is included with this communication. The bike shelter will be similar to this one shown below.



Sincerely,

Kristen Wilson

INTERMUNICIPAL AGREEMENT

THIS AGREEMENT is made and entered into as of the 7th day of April, 2021, between the CITY OF KINGSTON, a municipal corporation, with offices located at 420 Broadway, Kingston, New York 12401 (hereinafter "City") and the **KINGSTON CITY SCHOOL DISTRICT**, a school district of the State of New York, with offices located at 21 Wynkoop Place, Kingston, New York 12401 (hereinafter "School District").

WITNESSETH:

WHEREAS, the School District owns and maintains the George Washington Elementary School property, its school buildings and facilities, located at 67 Wall Street, Kingston, New York (hereinafter "School"); and

WHEREAS, the City is desirous of utilizing the School Facilities at George Washington Elementary School for the construction and placement of a permanent bicycle shelter for use by students and employees of the School, as well as by City residents when the School is not being used for school purposes or school-sponsored activities, upon the terms and conditions contained herein; and

WHEREAS, Article 5-G, Section 119-o of the General Municipal Law specifically authorizes municipal corporations to enter into intermunicipal cooperative agreements for the performance between themselves or one for the other of their respective functions, power and duties;

NOW, THEREFORE, in consideration of the promises and mutual covenants and agreements contained herein, the parties agree as follows:

1. The School District shall permit the City to construct a permanent bicycle shelter on School property at a location to be determined by the School District but subject to approval by the City. The City shall be solely responsible to purchase and install the bicycle shelter at the designated location at the School. The City shall provide the School District with information and specifications regarding the proposed bicycle shelter, for review and approval by the School District's architect/engineer.

2. The City shall require in any contract with a contractor hired by the City to install the bicycle shelter that the contractor agrees to indemnify and defend the School District, its officers, employees, agents and volunteers, against it and save it, its officers, employees, agents and volunteers, harmless from and against any and all claims, actions, losses, damages, liabilities, judgments, and expenses (including, but not limited to, reasonable attorneys' fees) which are in any way related to the work undertaken by the contractor at the School, and to maintain liability insurance backing up its indemnity set forth above reasonably acceptable to the City, naming the City and School District as additional insureds and shall provide a copy of the certificate of insurance to the prior to commencement of any work at the School. Such

certificate of insurance shall evidence that the insurance is in effect and cannot be cancelled on less than thirty (30) days' notice to the City.

3. The bicycle shelter may not be removed from the School unless approved by the City and the School District, unless the presence of the bicycle shelter is determined to be a health or safety hazard by the School District and its architects/engineers, in which case the School District can have the bicycle shelter removed upon at least five (5) business days' notice to the City.

4. The School District may not restrict the usage of the bicycle shelter by any certain group of persons. However, it is anticipated the bikes attached to the shelter for over 30 consecutive days without movement may be removed by the City and be considered abandoned property by the City.

4. Neither party may transfer ownership of the bicycle shelter without the prior written approval of the other party.

5. The City shall be responsible for maintenance and repair of the bicycle shelter pursuant to this Agreement. Unless there is an emergency necessitating an immediate repair, the City will provide at least three (3) business days' written notice to the School District prior to performing work on the bicycle shelter.

6. The School District and the City shall each procure and maintain at their own cost and expense, during the term of this Agreement, comprehensive general liability insurance to the effect that both parties are insured against any liability from the use of the bicycle shelter at the School. In addition, the City shall name the School District as an additional insured on its liability insurance policy and the School District shall name the City as an additional insured on its municipal liability insurance policy. The City and the School District shall provide the other party with a certificate of insurance evidencing compliance with this provision.

7. Each party (the "Indemnifying Party") agrees to indemnify, defend and hold the other party (the "Indemnified Party") harmless to the maximum extent possible under law with respect to any obligations relating to or the use of the bicycle shelter. Accordingly, the Indemnifying Party agrees for itself, its successors, and assigns, to defend, indemnify, and hold harmless the Indemnified Party, its officers, directors, agents and employees from and against liability for all claims, demands, suits, and judgments, including costs of defense thereof, for injury to persons, death, or property damage which is caused by, arises out of, or is incidental to the acts or omissions of the Indemnifying Party, its officers, directors, agents and/or employees in the performance of this Agreement, except to the extent of the negligence or willful misconduct of the Indemnified Party, its officers, directors, agents and/or employees. The Indemnifying Party's obligations under this section shall include the duty to promptly notify the other party of any claim received, to accept tender of defense and provide defense to the Indemnified Party at the Indemnifying Party's expense.

8. That this Agreement constitutes the complete understanding of the parties. No modification of any provision thereof shall be valid unless in writing and signed by both parties.

9. This Agreement shall be commensurate with the period of probable usefulness of the bicycle shelter as set forth in the Local Finance Law, the term to commence on April 7, 2021 and to end on April 7, 2036.

10. This Agreement may not be assigned by either party.

11. This Agreement constitutes the entire understanding and agreement between the parties in connection with the subject matter contained herein and any and all prior agreements, understandings and representations are merged herein and are of no further force and effect.

12. If any provision of this Agreement is deemed to be invalid or inoperative for any reason, that part shall be deemed modified to the extent necessary to make it valid or operative, or if it cannot be so modified, then severed and the remainder of the Agreement shall continue in full force and effect as if the Agreement had been signed with the invalid portion so modified or eliminated.

13. In the event any issue which is unanticipated in relation to the subject matter of this Agreement or by the parties occurs, the parties agree to communicate and to cooperate to address same.

14. No amendment, change or modification of this Agreement shall be valid unless in writing, signed by the parties hereto.

15. This Agreement shall be governed in all respects by the laws of the State of New York. The parties hereby specifically consent to jurisdiction in the State of New York, Ulster County for any action or proceeding arising out of this Agreement.

16. This Agreement may be executed by electronic means and in multiple counterparts, each of which shall be an original, and all of which shall constitute one and the same instrument.

17. This Agreement is subject to the approval of the Common Council of the City of Kingston and the Board of Education of the Kingston City School District.

18. That the Mayor of the City has executed this Agreement pursuant to Resolution adopted by the Common Council, at a meeting thereof held on the 7th day of April, 2021 and the Superintendent of the School District has executed this Agreement pursuant to Resolution adopted by the Board of Education of the Kingston City School District, at a meeting thereof held on the 3rd day of March, 2021.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

CITY OF KINGSTON

KINGSTON CITY SCHOOL DISTRICT

BY: _____

BY: _____



L+R

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

April 1, 2021

Honorable Andrea Shaut
President/Alderman-at-Large
Kingston Common Council
420 Broadway
Kingston, NY 12401

Re: Ashokan Release Protocol

Dear President Shaut,

The Kingston Conservation Advisory Council would like to request that the Kingston Common Council consider adoption of a memorializing resolution urging the NYS Department of Environmental Conservation to exercise its authority and responsibility for enforcing state and federal laws to protect water quality, particularly in relation to releases to the Lower Esopus Creek, which has a direct impact on the City of Kingston.

Links to refer to:

<https://www.riverkeeper.org/campaigns/safeguard/ashokan-reservoir-stop-the-mud/>

<https://www.dec.ny.gov/lands/79771.html>

https://www.dec.ny.gov/docs/water_pdf/catalumdrafteisexecsum.pdf

Please see a DRAFT Resolution, attached, for your consideration.

Sincerely,

Julie L. Noble, Chair

Members: Lorraine Farina, Emilie Hauser (Vice-Chair), Kevin McEvoy, Sebastian Pilliteri

MEMORIALIZING RESOLUTION

Draft Environmental Impact Statement (DEIS) for the Modification of the CATALUM SPDES Permit to incorporate turbidity control measures, including operation of Ashokan Reservoir in accordance with the Interim Ashokan Release Protocol.

WHEREAS: The Esopus Creek is located in northern Ulster County where it travels sixty-eight miles (68) from the mountains of the Catskills to the Hudson River.

WHEREAS: In 1915, the City of New York completed construction of the Ashokan Reservoir by damming the Esopus Creek in Olivebridge. The Lower Esopus – the Esopus Creek downstream of the dam – flows through the towns of Marbletown, Hurley, Ulster, Kingston, and Saugerties, and the City of Kingston, and the Village of Saugerties.

WHEREAS: The Lower Esopus Creek forms the northwest municipal boundary of the City of Kingston. The Creek and its floodplain are biologically important aquatic and terrestrial habitat areas. The floodplain forests, riparian zones, marshes and adjacent grasslands along the Esopus Creek is the second most important high-value terrestrial biodiversity resource identified in the Natural Resources Inventory. The Creek provides significant recreational and tourism potential, with waterfront activities, kayaking, and docks which can be a draw for visitors. The Creek and its floodplain are included in goals of Kingston Open Space Plan with regards to trails and launches and preservation of farmland and open space. Large wood debris dams were removed in 2020 to open up blocked areas. Discussion has begun on an Esopus water trail that would connect to Hurley and Marbletown and Ulster. Turbid water and high discharge makes this recreation less viable.

WHEREAS: The Ashokan Reservoir is one of the largest sources of drinking water for the state of New York, providing up to 40% of the water for 9.5 million residents. In addition to New York City, many communities in the Hudson Valley are served by the Catskill Aqueduct.

WHEREAS: The Ashokan dam and reservoir system includes a “waste channel”, designed to release water from the Reservoir to the Lower Esopus, which for nearly a century was not used, except during an emergency in 2006. DEP now refers to the “waste channel” as a “release channel,” though its function remains the same.

WHEREAS: In 2010, DEP instituted new operating procedures that called for releasing exceptionally turbid water from the reservoir into the Lower Esopus through the previously unused release channel, as DEP alone deemed “necessary.”

WHEREAS: Elevated turbidity after storms is a long standing problem in the Ashokan Reservoir, The designers knew this and constructed the Reservoir with two basins to allow the turbidity to settle in the west basin before moving clearer water into the east basin to send down the Catskill Aqueduct for drinking water. Elevated turbidity after storms and will be magnified in the future due to more frequent and intense storm events due to climate change.

WHEREAS: In the past, whenever turbidity levels in both basins exceeded state and federal drinking water standards, the DEP treated the water with aluminum sulfate, alum, which coagulates suspended solids. Alum is added in the Catskill Aqueduct above the Kensico Reservoir in Westchester County. Since 2013, the DEP has been required by state and federal law to reduce the amount of alum discharged to the Kensico Reservoir from the Catskill Aqueduct.

WHEREAS: With its 2010 procedures, the DEP made a major change to its operations, without community input, environmental review, rules or permit modification regarding the waste channel's operating parameters to release turbid water from the west basin into the Lower Esopus to prevent turbid water from spilling into the east basin, potentially impacting NYC's drinking water quality and requiring alum treatment.

WHEREAS: When a waterbody is turbid, the levels of light and oxygen within the water are reduced. This negatively affects everything living in the stream, from microscopic organisms and submerged plants to aquatic insects and fish. In particular, it stresses fish and impacts their ability to feed and see their food. Fine sediment also physically impacts the stream channel by filling in the natural voids and spaces in the streambed. This reduces habitat for aquatic insects and smothers fish eggs and larvae.

WHEREAS: The Lower Esopus valley has extensive agricultural production that depends on the creek for clean irrigation water throughout the year. Turbid water can clog irrigation equipment and potentially impair the quality of the irrigation water to the point where crops are not marketable. These crops are part of Kingston's local food supply.

WHEREAS: The release of turbid water have already impaired use and enjoyment of the creek for recreational activities, including paddling, angling and ice fishing. Is The DEC constructed a canoe/kayak launch and fishing ramp on Sandy Road just off Washington Avenue just over the municipal boundary in the Town of Ulster. Kingston residents use this ramp as the only safe public access to the Esopus Creek. The high turbidity, fluctuating water level and discharge are problems for recreationists as conditions change dramatically on the creek.

WHEREAS: During extended turbid releases from the waste channel, the sediment plume from the Lower Esopus is clearly visible in the Hudson River, which is the drinking water supply for over 100,000 people. The Towns of Esopus, Lloyd, Poughkeepsie, Rhinebeck, Hyde Park, and the City of Poughkeepsie and Village of Rhinebeck draw municipal drinking water from the Hudson River downstream of where the Esopus empties into it. During major releases, the water treatment plants have recorded elevated turbidity, resulting in the need for increased chemical and electricity use for treatment, and increased production of sludge, all of which come at an increased cost for those communities.

WHEREAS: The increased volume of water sent by DEP into the Lower Esopus represents the single largest change to the Creek's hydrologic regime (flow) since the completion of the reservoir.

WHEREAS: The frequency and intensity of storms has increased in recent years, and is projected to increase significantly in the coming decades. Under current conditions and operating procedures, these storms will increase erosion, turbidity, and the resulting impacts.

WHEREAS: Periodically since 2011, the DEP has released millions of gallons a day of turbid, muddy water from the Ashokan Reservoir into the Lower Esopus Creek. DEP argues it has the authority to do so because of its Interim Release Protocol (IRP), which was put in place temporarily pending a full environmental review of the City's releases pursuant to an October 2013 Consent Order. DEC issued the Consent Order to settle an enforcement action it brought against the City with respect to the City's turbid releases in February 2011.

WHEREAS: The Interim Release Protocol is an inexpensive way for the DEP to preserve the quality of NYC drinking water, but the farmers, businesses and residents along the Lower Esopus have been forced to bear the consequences. The releases have had such negative impacts that in 2013 the U.S. Environmental Protection Agency placed the Lower Esopus on the NYS Impaired Water Bodies List for excessive turbidity.

WHEREAS: DEP has most recently discharged turbid water to the Lower Esopus Creek following storms during Christmas 2020, and continuing until today.

WHEREAS: The specific impacts of the current releases to the Lower Esopus are unknown, because DEP did not conduct or provide stakeholders with a baseline assessment prior to initiating releases. A scientific study prior to the initiation of releases was necessary to set the baseline from which to accurately assess environmental impacts.

WHEREAS: As part of the aforementioned Consent Order, DEP was required to study all social, economic and environmental impacts of the releases and alternative methods to reduce turbidity in the Ashokan Reservoir. Alternatives to be considered included both structural and operational practices; however, DEP rejected all structural alternatives requiring construction expenditures and proposed instead only slight adjustments to the Interim Release Protocol as the preferred alternative.

WHEREAS: The DEC has released the Draft EIS for the Modification of the Catalum SPDES Permit and made it available for public review and comment. The Draft EIS concludes that the City's operation of the Ashokan Release channel pursuant to its Interim Release Protocol does not cause any significant adverse impacts to the lower Esopus Creek. This conclusion is in contrast to the experience of communities along the Lower Esopus Creek.

WHEREAS: The public currently has an opportunity to comment on DEP's Draft EIS, either through submission of written comments to DEC between now and 5:00pm on June 16, 2021.

WHEREAS: The Lower Esopus is an important contributor to the social, economic and environmental quality along the creek's corridor. It cannot be the solution to NYC's turbid water problems.

WHEREAS: The Hudson River is an essential drinking water supply for over 100,000 people in the Mid-Hudson Region. Protecting water quality in this drinking water source is a critical regional priority. The current state of Ashokan releases is unsustainable and unacceptable.

NOW THEREFORE BE IT RESOLVED, that we, as representatives of City of Kingston Common Council in Ulster County, NY, urge the New York State Department of Environmental Conservation (NYSDEC) to exercise its authority and responsibility for enforcing the state and federal laws that protect water quality in our rivers and streams, and as the lead agency overseeing the State Environmental Quality Review (SEQR) process responsible for evaluating the impacts of New York City Department of Environmental Protection's (NYCDEP) releases to the Lower Esopus Creek; and further;

BE IT FURTHER RESOLVED, that DEC must consider all the public comments to capture the concerns raised before making a decision about whether to approve or deny approval; and require revision and/or supplementation of the current DEIS. The input of the City of Kingston on the adequacy of the current DEIS is very important to ensure the community's interests are protected. The potential and actual short-term, long-term and cumulative impacts on the downstream communities along the Esopus Creek and Hudson River must be recognized and thoroughly studied within the DEIS, including impacts on other drinking water systems, the local economy, recreation and the aesthetics of the area. In addition, the City of Kingston calls for the incorporation of a detailed look at a range of alternatives in the DEIS, including examining combinations of structural and operational alternatives. The DEIS must present a long-term plan to reduce the discharge of high quantities of turbid water and specifically account for climate change impacts. A copy of this Resolution should be forwarded to the NYS DEC Public Comment Contact Person: Kristen Cady-Poulin, Environmental Analyst, 625 Broadway, Albany, NY 12233, Phone: 518-402-9167, E-mail: DEPPermitting@dec.ny.gov, Comments sent by regular mail must be postmarked no later than June 16, 2021. E-mail comments must be received by 5:00 p.m. June 16, 2021.

L+R

Tinti, Elisa

From: Hirsch, Michele
Sent: Wednesday, March 31, 2021 4:32 PM
Cc: Tinti, Elisa
Subject: Short Term Rentals in relation to the City of Kingston

Dear President Shaut,

Please accept this communication in relation to the City of Kingston General Legislation Chapter 277 Hotel, Motels, Inns, Rooming Houses and Boarding Houses. I am proposing moving and revising regulations for Boarding Homes, Bed and Breakfasts and additional regulations for Short Term Rentals including licensing fees.

I will send further documentation in advance of the next Laws and Rules Committee meeting.

Thank you.

With kind regards,

Michele Hirsch
Alderwoman, Ward 9

CITY OF KINGSTON

Office of the Mayor

mayor@kingston-ny.gov

Steven T. Noble
Mayor



March 24, 2021

Honorable Andrea Shaut
President/Alderman-at-Large
Kingston Common Council
420 Broadway
Kingston, NY 12401

Re: County Shared Services Agreement Economic Development

Dear President Shaut,

In an effort to continue our work with Ulster County in the area of economic development and to further our goals of shared services, I have attached a shared services agreement for review and approval. This agreement will allow the County to assist us in delivering a variety of grant deliverables related to our Downtown Revitalization Grant which will assist our local businesses in Kingston.

Please feel free to contact me if you have any questions or concerns.

Respectfully Submitted,



Steven T. Noble
Mayor

**MEMORANDUM OF AGREEMENT BETWEEN
THE CITY OF KINGSTON AND THE COUNTY OF ULSTER
REGARDING THE SHARING OF ECONOMIC DEVELOPMENT SERVICES**

THIS MEMORANDUM OF AGREEMENT (the “Agreement”) is entered into by and between the **CITY OF KINGSTON** (the “City”), a municipal corporation of the State of New York with its offices at 420 Broadway, Kingston, New York 12401, and the **COUNTY OF ULSTER** (the “County”), a municipal corporation and a county of the State of New York, having its principal office at 244 Fair Street, Kingston, New York 12401 (each, a “Party,” and collectively, the “Parties”).

WITNESSETH:

WHEREAS, Article 5-G of New York State General Municipal Law provides municipal corporations and districts with the authority to enter into, amend, cancel and terminate agreements for the performance among themselves or one for the other of their respective functions, powers and duties on a cooperative or contract basis; and

WHEREAS, The FY 2018 Enacted State Budget established and the FY 2019 Enacted State Budget extended the County-Wide Shared Services Initiative (“CWSSI”), designed to generate property tax savings by facilitating operational collaboration between local governments; and

WHEREAS, Part BBB of Chapter 59 of the Laws of 2017 requires that a Shared Services Panel (“Panel”) must be established in each of the 57 counties outside of New York City, to be chaired by the Chief Executive Officer of the county, and further requires each Panel to develop, and ultimately approve, a Plan through intergovernmental cooperation to find new opportunities to share and coordinate services; and

WHEREAS, Article 12-I of New York State General Municipal Law further expanded upon the CWSSI by, among other changes, extending the program through calendar year 2021; and

WHEREAS, Per Part BBB of Chapter 59 of the Laws of 2017, each county that has an approved plan is eligible to apply to the State for a one-time match of the net savings resulting from new shared service actions set forth in and implemented pursuant to such plan; and

WHEREAS, in keeping with the statutory requirements related to implementation of the CWSSI, the Ulster County Executive did convene the Panel on three separate occasions during calendar year 2019 for the purposes of developing the County’s 2019 County-wide Shared Service Tax Savings Plan (“Plan”), and did further hold three public hearings to gather feedback and input from the residents of Ulster County on the Plan; and

WHEREAS, following the satisfaction of all statutory requirements, the Panel did vote and on December 27, 2019, did approve the Plan, following which the County Executive did submit the Plan to the Secretary of State, as required by law; and

WHEREAS, based on the recommendations of the Panel, and consistent with the goals of the CWSSI, the Plan included a proposed project wherein the City will contract with the County for the provision of Economic Development services, which project is estimated to generate net taxpayer savings in the form of avoided future costs totaling \$75,000 per year; and

WHEREAS, the Parties have assessed the costs and benefits of streamlining and centralizing business services offered by local government and finds that it is mutually beneficial to the Parties as well as business located within the city as well as those businesses that may be attracted to the city;

NOW, THEREFORE, the parties hereto set forth their understanding of this undertaking as follows:

ARTICLE I
Shared Economic Development Services

SECTION 1.01 County Management Of Economic Development Services

In accord with the recommendations of the Panel as set forth in the Plan, the County agrees to manage, through its Office of Economic Development, all municipal economic development services for the City. The City agrees to cooperate with and assist the County as requested in connection with the transition of any services from the City to the County.

SECTION 1.02 Forgoing Of City Funding

The City agrees to forgo up to and including \$75,000 in funding or grants for economic development and remit all such funding or grants to the County.

ARTICLE II
Indemnification and Insurance

SECTION 2.01. Indemnification and Insurance by the City

The City agrees to indemnify, defend and hold harmless the County from any and all actions, claims, losses, and expenses (including reasonable attorneys' fees and expenses) for the acts, omissions, or decisions of the City, its agents, employees, invitees, and those under its control with respect to all matters covered under this Agreement. The City shall add the County as an additional insured on any liability policy related to economic development services, which shall remain in full force and effect during the term of this Agreement.

SECTION 2.02. Indemnification and Insurance by County

The County agrees to indemnify, defend and hold harmless the City from any and all actions, claims, losses, and expenses (including reasonable attorneys' fees and expenses) for the acts, omissions, or decisions of the County, its officers, employees, agents, invitees and those under its control with respect to all matters covered under this Agreement. The County shall add the

City as an additional insured on any liability policy related to economic development, which shall remain in full force and effect during the term of this Agreement.

ARTICLE III
Miscellaneous

SECTION 3.01. Permits and Consents.

The County hereby acknowledges that it is the County's responsibility to obtain such permits and consents as may be required or necessary from any local, state or federal agency, where necessary to accomplish the purpose of this Agreement.

The City hereby acknowledges that it will not withhold any necessary approvals and consents from the County so as to allow the County to obtain needed permits and approvals.

SECTION 3.02. Modification.

No changes, amendments or modifications of any of the terms and/or conditions of this Agreement shall be valid unless reduced to writing and signed by the parties to this Agreement. Changes in the scope of Agreement shall not be binding, and no payment shall be due in connection therewith, unless prior to the performance of any such services, the County and the City execute an Amendment or Change Order to this Agreement, which Amendment or Change Order shall specifically set forth the scope of such extra or additional services, the amount of compensation, and extension of time for performance, if any, for any such services. Unless otherwise specifically provided for therein, the provisions of this Agreement shall apply with full force and effect to the terms and conditions contained in such Amendment or Change Order.

SECTION 3.04. Assignment

This Agreement may not be assigned by either Party, nor its right, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the prior written consent of the other Party.

SECTION 3.05. Disputes

Any and all disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to arbitration unless specifically agreed thereto in writing by the County's Attorney, but must instead only be heard in the Supreme Court of the State of New York, with venue in Ulster County or if appropriate, in the Federal District Court with venue in the Northern District of New York, Albany Division.

SECTION 3.06 Notices

Except as expressly provided otherwise in this Agreement, all notices given to any of the Parties pursuant to or in connection with this Agreement will be in writing, will be delivered by hand, by certified or registered mail, return receipt requested, or by Federal Express, Express Mail, or other nationally recognized overnight carrier. Except where otherwise specifically defined within

this Agreement, notices will be effective when received. Notice addresses are as follows:

If to City:

City of Kingston
Attention: Mayor
420 Broadway
Kingston, New York 12401

If to County:

Ulster County Legislature
Attention: Chairman
Post Office Box 1800
244 Fair Street
Kingston, New York 12402

Any communication or notice regarding indemnification, termination, litigation or proposed changes to the terms and conditions of this Agreement shall be deemed to have been duly made upon receipt by both the Ulster County Legislature and the Ulster County Attorney's Office at the addresses set forth herein, or such other addresses as may have been specified in writing by the County:

Mailing Address:

County of Ulster
Attention: County Attorney
Post Office Box 1800
Kingston, New York 12402

Physical Address:

County of Ulster
Attention: County Attorney
244 Fair Street, 5th Floor
Kingston, New York 12401

Either Party may, by written notice to the other Party given in accordance with the foregoing, change its address for notices.

SECTION 3.07. Severability

Should any part, term, or provision of this Agreement be determined by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining portion or provisions shall not be affected.

SECTION 3.08. Headings and Defined Terms

The Article headings used in this Agreement are for reference and convenience only, and will not in any way limit or amplify the terms, conditions, and/or provisions hereof. All capitalized terms, acronyms, and/or abbreviations will have the meanings ascribed to them by this Agreement.

IN WITNESS WHEREOF, the Parties to this Agreement, acting under the authority of their respective governing bodies, have caused this Agreement to be executed in several counterparts, each of which shall constitute an original as of the dates set forth below.

CITY OF KINGSTON

By: _____

Date: _____

COUNTY OF ULSTER

By: _____

Date: _____

CITY OF KINGSTON
Kingston Planning
planning@kingston-ny.gov



Suzanne Cahill, Planning Director
Kyla Dedea, Assistant Planner

Steven T. Noble, Mayor

March 17, 2021

Ald. At Large Andrea Shaut, President
City of Kingston Common Council
City Hall – 420 Broadway
Kingston, New York 12401

Re: KINGSTON PLANNING BOARD RECOMMENDATION to Common Council
Zoning Text Amendment – Definition of “Hotel” – Resolution 28 of 2021

Dear Pres. Shaut:

This is to advise you that at the virtual meeting of the Kingston Planning Board, held on March 15, 2021, the Board reviewed the referral from the Common Council with regard to amending the Zoning Code by modifying the definition of the term “Hotel” to be consistent through the Zoning, other City Code Sections and also with Ulster County’s definition.

The Board concurred with amending the City Zoning Code to replace the existing definition of “Hotel or Motel” with the following:

Hotel: “A building or portion of it which is regularly used and kept open for lodging of transient guest on an overnight basis. The term “hotel” or “motel” includes short term rentals, an apartment hotel, motor court or inn, “tourist cabins”, boardinghouse or club, or similar hotel or motel type of accommodation by whatever name designated, whether or not meals are served, and shall include those facilities commonly known as “bed and Breakfasts” and “short term rentals”.

It was relayed to the Board through discussion with the City’s Assistant Corporation Counsel, that this definition change would not affect the current definitions for the various short term rental uses and that the districts in which these uses are allowed would not change.

This Board recommendation incorporates the position with it that the Common Council act swiftly to move forward with action to adopt language defining how municipal agencies are to regulate and oversee the various forms of lodging under the umbrella of the new “Hotel” definition, and not to wait for a comprehensive rewrite of the current Zoning Code, which the Board also endorses to be moved forward.

CITY OF KINGSTON

Kingston Planning

planning@kingston-ny.gov

Suzanne Cahill, Planning Director
Kyla Dedea, Assistant Planner



Steven T. Noble, Mayor

Although not a part of the Planning Board discussion, Planning Staff would advise that the Common Council will need to undertake a SEQR review, first classifying the Action, followed by determining how to proceed under SEQR. Note that zoning changes which are Citywide and/or affect more than 25 acres of land, would result in the action being a Type I action.

If there are any questions, please do not hesitate to contact our office to discuss.

Sincerely,



Suzanne Cahill
Planning Director

CC: Ald. J. Ventura-Morell, W1, Chairman L&Rs
E. Tinti, City Clerk
W. Platte, PB Chairman
D. Gartenstein, Assist. Corp. Counsel

Ulster County Planning Board

Print Form

General Municipal Law 239 M-N Referral Submittal Form

Please Fill Out All Sections - Type or Print Only

Municipality:	City of Kingston
Referring Board:	Local Governing Body
Referring Official:	Elisa Tinti
Phone Number:	845-334-3914
Local File #:	
Applicant Name:	City of Kingston
Project Name:	Resolution 28 of 2021

Type of Referral
(Check All Those That Apply)

239-M:

- Site Plan Review
- Special Permit
- Area Variance
- Use Variance
- Amend Zoning Statute
- Amend Zoning Map
- Comprehensive Plan
- Other Special Authorizations

239-N:

- Subdivision

SEQRA Determination

- Type I Action
- Type II Action
- Unlisted Action

Parcel(s) Information

Section	Block	Lot
Section	Block	Lot

Number of Lots

Project Acreage

Zoning District(s) of Project

Parcel Utilities

- Central Water
- Private Water
- Central Sewer
- Individual Septic

GML/Ulster County Charter Referral Criteria:
(Choose One)

Within 500 feet of a: County Road or State Road, City, Village, Or Town Boundary, County or State Park or Other Recreation Area, Stream or Drainage Channel Owned or Established Channel Line by County, County or State Owned Land with public building or institution Located on it, or Boundary of Parcel with a farm operation

Greater than 500 feet of : Any of the Above Listed Conditions

Location of Project: (Address or Nearest Intersection)

Project Description: (Please Be As Specific as Possible)

Amending the definition of "Hotel" in the City of Kingston zoning code. In re; Short Term Rentals

Referring Official - Signature - Certification of Application's Completeness:

UCPB Staff Use Only

Received Stamp:

Referral #

Agenda Date:

Major Project?

Return Form to:
Referral Officer
Ulster County Planning Board
P.O. Box 1800
Kingston, NY 12402

Mail or Hand Delivery Only Please!

Questions? - Call
845-340-3340

Submitted to the Mayor this 3 day of

March, 2021



Elisa Tinti, City Clerk

Approved by the Mayor this 3rd day of

March, 2021



Steven T. Noble, Mayor

Adopted by Council on March 2, 2021

HOTEL and MOTEL: "A building or portion of it which is regularly used and kept open for lodging of transient guests on an overnight basis. The term "hotel" or "motel" includes **short term rentals**, an apartment hotel, motor court or inn, "tourist cabins", boardinghouse or club, or similar hotel or motel type of accommodations by whatever name designated, whether or not meals are served, and shall include those facilities commonly known as "bed and breakfasts" and "**short term rentals**".

City of Kingston, NY / PART II: GENERAL LEGISLATION
Chapter 277Hotels, Motels, Inns, Rooming Houses and Boardinghouses

§ 277-11Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

BED-AND-BREAKFAST

A residential establishment where rooms are rented to transient nonpermanent guests, on a short-term basis, with breakfast being the only meal served to said guests.

BOARDINGHOUSE

A private dwelling in which at least three rooms are offered for rent and table board is furnished only to roomers and in which no transients are accommodated. A rooming house or a furnished room house shall be deemed a "boardinghouse."

HOTEL or MOTEL

A building which has transient living and sleeping accommodations for rent for five or more persons and which is open for year-round occupancy; a "hotel" or "motel" shall include similar establishments designated as auto courts, tourist cabins, etc.

UPDATE TO:

HOTEL: "A building or portion of it which is regularly used and kept open for lodging of transient guests on an overnight basis. The term "hotel" or "motel" includes **short term rentals**, an apartment hotel, motor court or inn, "tourist cabins", boardinghouse or club, or similar hotel or motel type of accommodations by whatever name designated, whether or not meals are served, and shall include those facilities commonly known as "bed and breakfasts" and "**short term rentals**".

INN

A building which has transient living and sleeping accommodations for rent for at least five or more persons but no more than 10 persons.

TRANSIENT LIVING

A guest or customer of a hotel or motel the nature of which the term of stay is limited to no more than 30 consecutive days or 90 total days in any individual calendar year.

<https://ecode360.com/6727053#6727066>

City of Kingston, NY / PART II: GENERAL LEGISLATION / Zoning
Article II Terminology

Section 405-3 Definitions

HOTEL

A building containing rooms designed to be used or which are used, rented or occupied for sleeping purposes by transient guests and where only a general kitchen and dining room may be provided within the building or in an accessory building. The word "hotel" includes the word "motel," "motor lodge," "motel hotel," "motor court," "inn," "tourist court" or similar names.

L+R

Tinti, Elisa

From: Hirsch, Michele
Sent: Friday, February 26, 2021 2:34 PM
To: Shaut, Andrea
Cc: Tinti, Elisa
Subject: Zoning Code update in relation to Accessory Dwelling Units
Attachments: Accessory Dwelling Units in NY.pdf

Dear President Shaut,

In an effort to increase affordable housing units I am respectfully requesting that this communication be accepted for referral to the Laws and Rules Committee.

As we all know, the City of Kingston is in the middle of a housing crisis, we need to increase the number of affordable housing rental units, as quickly as possible. As a February 2, 2021 article in the Daily Freeman noted, the recent Draft Ulster County Housing Action Plan Study revealed a housing crises, worse than expected. Deputy County Executive Evelyn Wright is quoted in saying, "Housing prices are higher than average for several reasons, including a low inventory of housing stock, little construction and opposition in many communities to new housing construction."

As we have seen here in the City of Kingston, going through the process of building new housing stock, is a long and drawn out process.

I am proposing that we look at our current Zoning Code to allow Accessory Dwelling Units in Residential Zones R1, R2 and R3 without a Special Use Permit to align with provisions of the Zoning Code for Accessory Dwelling Units that are currently allowed in the City of Kingston Zoning Code as per **§ 405-9C(2)**.

I have attached a recent article about the expansion of Accessory Dwelling Units (ADUs) in New York as it outlines the many benefits of ADUs in communities. While ADUs are allowed by our current zoning code for some residential areas, we should open up this opportunity to more areas, in the City of Kingston.

Thank you.

With kind regards,

Michele Hirsch
Alderwoman, Ward 9

Get started

Open in app



New York ADU Legalization



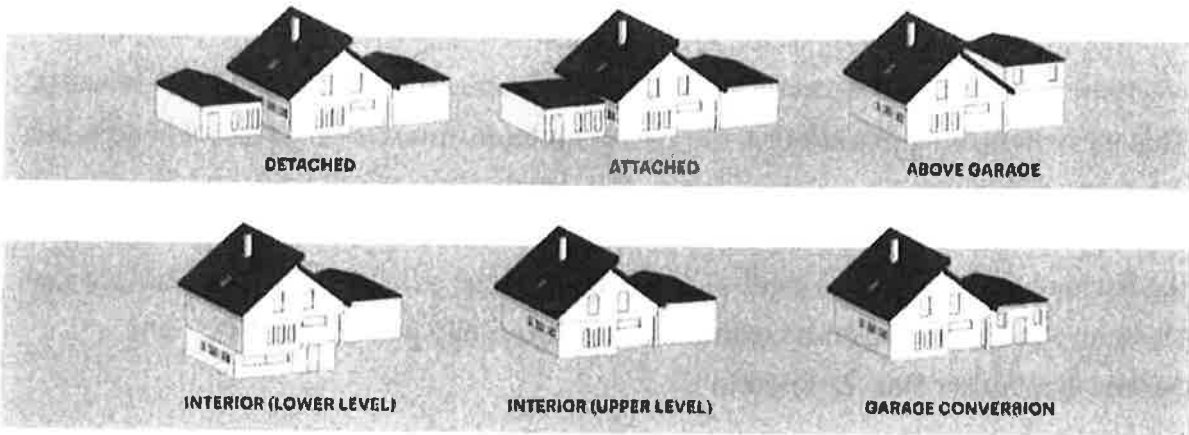
9 Followers About

Landmark Bill to End Bans on Accessory Homes Across New York State to be Introduced by Assemblymember Epstein and Senator Harckham

Accessory Dwelling Units, Banned in Some Localities, Would Offer Income to Homeowners, New Affordable Housing, and Integration Benefits



New York ADU Legalization Jan 27 · 9 min read



www.be-my-neighbor.org/2020/01/27/landmark-bill-to-end-bans-on-accessory-homes-across-new-york-state-to-be-introduced-by-assemblymember-epstein-and-senator-harckham/

Illustration credit: "Be My Neighbor," Regional Plan Association.

Albany, NY (January 27, 2021) — A landmark bill to legalize Accessory Dwelling Units (ADUs) across New York State is being introduced by New York State Assemblymember Harvey Epstein and New York State Senator Pete Harckham. ADUs are smaller homes on the same lot as a primary residence — including familiar home types such as “in-law units,” garage conversions, and basement apartments. By giving homeowners the opportunity to create ADUs, the bill will give critical help to both homeowners and renters. ADUs allow homeowners to bring in extra rental income, while growing the tax base for local governments. ADUs create new affordable housing without significantly changing the built character of a neighborhood. And by opening up new, affordable housing options where they don’t currently exist, ADUs can help diversify segregated neighborhoods and towns.

The bill would direct localities to ensure that ADUs are legal under local law, ensuring that local governments have flexibility to design local ADU laws to fit local needs without imposing overly-onerous restrictions on homeowners. The New York State Department of State would work with local governments to make sure local laws meet state requirements and protect both homeowners and renters. And the New York State Division of Housing and Community Renewal would create a financing program to make sure low- and moderate-income homeowners are able to access the benefits of ADUs.

“In the middle of an affordable housing crisis, I am proud to introduce this landmark legislation backed by a strong coalition of organizations and leaders who represent communities throughout the state. While our districts may look different, we hold in common the principles of creating new sources of safe, decent, and affordable housing. That we’re launching this effort in the face of multiple, intertwined crises of health, the economy, and housing is no coincidence. ADU legalization would open up opportunities for hundreds of thousands of affordable units to be placed on the market to beat back the housing crisis, as well as generate more tax revenue to help fill looming budget gaps. I look forward to growing our coalition of supporters and passing this bill,” said **Assemblymember Harvey Epstein**.

“This legislation, which encourages increased legalization of accessory dwelling units to create more affordable housing throughout the state, really looks out for everyone — renters, property owners and municipalities included,” said **State Sen. Pete Harckham**. “In suburban and rural areas especially, more ADUs will give homeowners a safe,

regulated option for added income while also boosting the tax base. This will provide so many benefits to our communities at a time when affordable housing needs are being felt by seniors, working families, teachers, first responders and many others.”

Academic and policy experts agree that ADU legalization could help to address New York’s profound housing crisis. A recent paper from the Furman Center at NYU explains that New York has “fewer homes, more expensive rents, and starker segregation... [driven by] the most exclusionary zoning in the country.” The COVID-19 pandemic has exacerbated this problem, illuminating the need to address overcrowding and provide safe, affordable accommodations in every neighborhood, town, and city. The Regional Plan Association’s recent “Be My Neighbor” report found that legalizing ADU construction and conversions could create over 300,000 new homes just in the Hudson Valley, Long Island, and New York City.

The bill is backed by a broad coalition of housing advocates from across the state, including Asian Americans For Equality, Allied Community Enterprises, Basement Apartments Safe for Everyone (BASE) Campaign, Chhaya CDC, Citizens Housing and Planning Council, CNY Fair Housing, Community Housing Innovations, Cypress Hills LDC, ERASE Racism, Enterprise Community Partners, Fair Housing Justice Center, Habitat for Humanity New York City, Housing Rights Initiative, Open New York, Pratt Center For Community Development, Regional Plan Association, Westchester Residential Opportunities, and more.

“Asian Americans For Equality (AAFE) is proud to have worked together with many of the housing advocates on an Accessory Dwelling Unit (ADU) standardization and legalization bill, which is the de facto affordable housing type for thousands of low-income, and often immigrant, New Yorkers in our neighborhoods,” said **Thomas Yu and Jennifer Sun, Co-Executive Directors of AAFE**. “Tenants who have no other means to afford a place to live need a regulated and protected space, based on the avenues provided in this Bill. Meanwhile, homeowners and primary tenants also will benefit, since they themselves are often living paycheck to paycheck and need extra rental income resiliency. The stresses brought on by pandemic in our neighborhood housing, lay bare that now is the time to make clear legalization pathways for ADUs.”

“For some years, ADUs have captivated me. As the head of non-profit development agencies, I’ve used ADUs to create an additional unit of housing while developing small-

scale developments in northern Westchester. While they should have been easy to accomplish, septic issues and non-standard zoning regulations delayed their approval. Most recently, an application was denied because of lack of parking for “those people” — a clear example of the classism that drives many of our outdated restrictions on ADUs. The extra income that accessory units can provide for first-time homebuyers can make or break the ownership, and allowing two units to be developed on a site rather than one doubles the amount of available public funding. A state plan for legalization of ADUs is more than a law: It merges smart development, helps the forgotten middle, allows for incremental integration, and honors an environmentally friendly way of creating more housing. ADUs can and should be the low-hanging fruit of residential development, be it for naturally occurring affordable housing or subsidized and deed-restricted affordable housing,” said **Joan Arnold, Executive Director of Allied Community Enterprises (ACE)**.

“Due to speculation, a history of redlining, and rising home prices, our communities have been priced out of homeownership for too long. Renting out basements and ADUs in their homes has been one of the only ways our Immigrant communities have been able to buy and afford homes in New York City.” said **Jagpreet Singh, Lead Organizer, Chhaya CDC**. “For the past 15 years, we have been fighting to advocate for New Yorkers who want to legally and safely rent out their basements. We’re excited to see Assemblymember Epstein, a long time friend of the Basement Apartments Safe for Everyone (BASE) campaign, and Senator Harckham take lead on this legislation. With the passage of it, we can expect to see over 100,000 affordable units added in New York City alone, and with the pandemic still raging, now is more important than ever to ensure every New Yorker has an affordable place to call home.”

“The pandemic has shown how safe and affordable housing is fundamental to our health. Increasing the supply of affordable housing is essential to our recovery and this legislation could add thousands of desperately needed units in a way that benefits homeowners and tenants alike,” said **Katherine Leitch, Senior Policy Analyst at Citizens Housing and Planning Council**. “This is smart legislation that leverages regulatory reform to create affordable housing, which may be our most powerful tool while both New Yorkers’ and governments’ budgets are gutted by COVID-19.”

“At CNY Fair Housing, we believe in housing equity for all. For 30 years, we have been fighting against discrimination in housing, only to find that NIMBYism is still alive and thriving. The proposed legislation for ADU’s will provide not only more affordable housing opportunities, it will also creatively assist in resolving housing options for individuals with disabilities and families with children who face higher rates of housing discrimination. For too long, zoning codes and planning commissions have decided whether or not someone has the right to safe, affordable housing — it is time to let individuals decide where they are cared for and where they call home — this can only be achieved if people have more housing options that meet their daily lived experience,” said **Sally Santangelo, Executive Director of CNY Fair Housing.**

“We are thrilled to see bold accessory dwelling unit policy proposed for New York State. For the last two years, Cypress Hills Local Development Corporation has been leading the Basement Apartment Conversion Pilot Program in East New York, Brooklyn. Basement conversions are a commonsense policy to stabilize homeownership and provide affordable rental housing, particularly in low-income and working-class communities like ours. Where these units already exist, a lack of ADU policy has for too long rendered homeowners vulnerable to exorbitant fines, vacate orders, and loss of essential income, while creating unsafe conditions and uncertainty for low-income renters. With communities like East New York on the frontline of the COVID-19 crisis — both in terms of public health and economic impacts — it is imperative that New York State take immediate action to generate additional sources of monthly income for homeowners while creating thousands of units of stable, affordable, healthy, and dignified housing for renters,” said **Ryan Chavez, Program Director of the Basement Apartment Conversion Pilot Program at Cypress Hills Local Development Corporation.**

“The intense racial segregation found on Long Island is the result of decades of home rule: the power of hundreds of local town and village governments to control what may be built in a neighborhood and who is permitted to live there,” said **Elaine Gross, President of ERASE Racism** in Syosset, NY. “With the explicit Fair Housing provisions in this new ADU legislation, affordable and flexible housing options within all Long Island communities would provide more options for People of Color, especially Black families that have been systematically discriminated against. This legislation will help

alleviate these inequities, and would also help existing homeowners struggling to make ends meet.”

“Overcrowded, unsafe, unaffordable homes should not be the status quo in New York City and Westchester County. This legislation, if passed, would create hundreds of thousands of safe, decent and affordable homes for hard-working families, and provide homeowners, particularly lower-income homeowners of color, with the opportunity to earn extra income from their ADU. In this housing crisis, exacerbated by the pandemic, it is our moral imperative to create housing however and wherever we can, and ADUs are a tremendous step in the right direction. We applaud Assemblymember Epstein and Senator Harckham, as well as our partners on the bill, for this first step toward ADU legalization,” said **Karen Haycox, CEO of Habitat for Humanity New York City & Westchester County.**

“The legalization of accessory dwelling units would be a boon for immigrants, families, and seniors. ADUs are an important tool in the tool box that should be leveraged to create affordable housing and combat climate change. New York State has among the most restrictive zoning laws in America. Our communities shouldn’t be keeping people out, they should be letting people in. Legalizing ADUs is the first step in ensuring that New York’s policies match its progressive values,” said **Aaron Carr, Founder and Executive Director of Housing Rights Initiative.**

“We’re thrilled to see this effort to legalize accessory dwelling units across New York State. ADUs can be an important tool for new affordable housing supply and ‘gentle density’ in all types of built environments. New York’s housing crisis can be directly connected to the lack of state action to address racist, classist, and outdated zoning restrictions, and this bill is an important first step to creating a more affordable, integrated New York,” said **Amelia Josephson, board member at Open New York.**

“This ADU Legislation is a huge step forward in the fight to ensure healthy, safe and affordable housing for all. The affordable housing crisis is one that is not easily solved and New Yorkers need all the tools possible to stabilize homeownership and secure quality housing for tenants. As part of the BASE Campaign, Pratt Center has been working for many years with our partners to advance smart, wisely crafted policy that can bring ADUs and basement apartments into the legal housing market and we strongly believe that the legislation that Assembly Member Epstein and Senator Harckham have

introduced is just that. In New York City alone, this legislation could open up an opportunity to convert a multitude of basements and cellars into hundreds of thousands of new units. Most importantly, this legislation creates a pathway for homeowners and tenants of color to participate in housing markets that they have long been shamefully segregated from. We look forward to seeing this create a wealth of opportunity for so many,” said **Rebekah Morris, Senior Program Manager, Pratt Center for Community Development.**

“For our region to thrive equitably, we need to be bold and rethink our situation to meet the needs of a new generation,” said **Tom Wright, President and CEO, Regional Plan Association.** “State and local policy makers must create diverse, new, affordable housing options. Large single-family homes are misaligned with what many people today can afford or need. This is our opportunity to create a model that minimizes strain on infrastructure and undoes the harm exclusionary zoning has inflicted on communities of color.”



