

LAWS & RULES AGENDA
MAY 19, 2021

NEW BUSINESS

- 1 – Intermunicipal Agreement for the Midtown Linear Park – Mayor Noble
- 2 – Peaceful Guardian Project Proposal – Mayor Noble & Alderman Scott-Childress
- 3 – Ethics Board – Mayor Noble
- 4 – ATV Ban

OLD BUSINESS

- 1- Accessory Dwelling
- 2- Short Term Rentals

CITY OF KINGSTON

Office of the Mayor

mayor@kingston-ny.gov

LR

Steven T. Noble
Mayor



April 16, 2021

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

Re: Intermunicipal Agreement for Maintenance and Repair of Midtown Linear Park

Dear President Shaut,

In an effort to continue our work with Ulster County to expand and beautify green spaces in the community, I have attached a shared maintenance and repair agreement for review and approval. This agreement allows the City to operate, maintain, and repair aspects of Midtown Linear Park.

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

Respectfully Submitted,



Steven T. Noble
Mayor

Tinti, Elisa

From: Shaut, Andrea
Sent: Monday, April 26, 2021 9:28 AM
To: Tinti, Elisa
Subject: FW: Midtown Linder Park
Attachments: w Contract No Midtown Linear Park- Maintenance Agreement with City of Ki.._.pdf;
April 2021- Shared Maintenance Linear Park.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

I cannot remember if I already forwarded this communication, but if not, can you include it in my folder for May's communications?

Thanks,
Andrea

From: Noble, Steve
Sent: Friday, April 16, 2021 3:24 PM
To: Shaut, Andrea <ashaut@kingston-ny.gov>
Cc: Morell, Jeffrey <ward1@kingston-ny.gov>; Verspoor, Roy <rverspoor@kingston-ny.gov>
Subject: Midtown Linder Park

Dear President Shaut,

Ulster County has announced that they are prepared to move forward with construction on the Midtown Linear Park, which will be an excellent addition to our Kingston community. The County would like to enter into a maintenance agreement, a concept that actually dates back to the City's 2016 Sales Tax sharing agreement.

I have attached a formal communication and a copy of the agreement required by the county, which is required by their funder (NYS DOT) to have in place before construction can begin.

I was not sure how jam packed the Laws and Rules committee was this month. If you feel that there is space on the agenda, I am sure the county would like this taken care of as soon as possible and I would be happy to review it with the council as a late communication. If not, then I can inform them it could be taken up next month.

Respectfully,

-Steve

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



**INTERMUNICIPAL AGREEMENT FOR
MAINTENANCE AND REPAIR OF MIDTOWN
LINEAR PARK BETWEEN ULSTER COUNTY AND
CITY OF KINGSTON**

THIS INTERMUNICIPAL AGREEMENT FOR MAINTENANCE AND REPAIR OF THE ULSTER COUNTY MIDTOWN LINEAR PARK (the "AGREEMENT"), is entered into by and between the **COUNTY OF ULSTER**, a municipal corporation and county of the State of New York with principal offices at 244 Fair Street, Kingston, New York 12401 (hereinafter referred to as the "**County**"), and the **CITY OF KINGSTON**, a municipal corporation and city of the State of New York with principal offices at 420 Broadway, Kingston, New York 12401 (hereinafter referred to as the "**City**"), (each, a "Party;" together, the "Parties"):

WITNESSETH:

WHEREAS, the County is in the process of completing design, right-of-way acquisition and construction activities for the Ulster County Midtown Linear Park- PIN 8761.82 (hereinafter, the "Project"), an approximately 0.8-mile, public shared-use path between the east side of Cornell Street and Westbrook Lane in the City of Kingston, New York for walking, running, bicycling and other non-motorized uses; and

WHEREAS, the County and the City desire to enter into an agreement for the maintenance and repair of the Project, and have reached an agreement as to the terms and conditions, and by this Agreement memorialize their understandings, expectations, and representations as to their agreement; and

WHEREAS, the respective governing bodies of the County and the City (by Resolution No. 49 of the County Legislature and Resolution No. _____ of the Common Council, both of which are attached hereto as Exhibit A and Exhibit B respectively), have approved the actions set forth in this Agreement and have approved the execution thereof by their appropriate representatives; and

WHEREAS, the County and City agreed that upon completion of the Project by the County at the County's cost, the City would assume responsibility for routine general maintenance tasks for the Project, including but not limited to snow removal, debris removal, fallen tree clearing, and as further set forth below; and

WHEREAS, with respect to certain maintenance tasks, the County and the City have agreed to perform their obligations in accordance with the terms and conditions set forth below in this Agreement.

NOW THEREFORE, for ten dollars (\$10.00) and other good and valuable consideration, it is mutually agreed between the Parties as follows:

SECTION 1
OWNERSHIP OF THE PROJECT

Ownership of the Project. The ownership of the Project and related improvements shall at all times during the Term of this Agreement, vest and remain in the County, and it is understood that this Agreement does not constitute any conveyance of an interest in real property or a license to the Project, and the City shall make no representations or warranties that it has an ownership interest in the Project.

SECTION 2
OPERATION, MAINTENANCE AND REPAIR OF THE PROJECT

SECTION 2.01. General. Unless otherwise agreed to in writing, set forth below, once the County provides the City with the as-built plans for the Project and certifies its completion, the City shall, at its own costs and expense, operate, maintain and repair the Project during the Term of this Agreement, as required under this Agreement, including any extension hereof, including but not limited to the following:

- a. Removal of fallen trees and limbs;
- b. Removal of hazard standing trees and limbs;
- c. Weed whacking, trimming and grass mowing along the Project, including the future pocket park area between O'Neil and Cornell Streets;
- d. Routine repair, maintenance and cleaning of drainage structures, fencing, signage, picnic tables, bollards, garbage and recycling receptacles, benches, landscaping and other trail appurtenances included in the Project;
- e. Removal of litter, debris and dumping;
- f. Emptying of garbage and recycling receptacles;
- g. Removal of graffiti and repairs to address vandalism;
- h. Repair and maintenance of underpass lighting fixtures and decorative street light poles for said fixtures only (does not include pole mounted lighting);
- i. Sweeping or blowing of trail to remove leaves and other materials;
- j. Snow removal in the winter within forty-eight (48) hours of snow event;

SECTION 2.02. Capital Repairs. Both Parties agree that the County shall be responsible for the cost for major capital repairs and reconstruction of the Project including, but not limited to major repairs from disaster events, replacement repaving or major reconstruction of trail surface and/or subbase, reconstruction of culverts, and long-term replacement of fencing (hereinafter, "Capital Repairs"). Such Capital Repairs shall be for significant, non-routine construction and replacement projects that exceed \$5,000 in cost. All other repairs shall be considered routine and not subject to this Section.

During the Term of this Agreement, if the City deems that major capital repairs and/or reconstruction are necessary, the City will inform the County in writing of the scope of work proposed, the reason for the proposed Capital Repairs, and the approximate cost of work. Upon receipt of the City's proposed Capital Repairs, the County shall have one hundred twenty (120) days to consent to or reject the proposed Capital Repairs. The County shall not unreasonably withhold such approvals if the Capital Repairs and proposed costs are necessary and reasonable. If the County

rejects the proposed Capital Repairs, the County shall provide in writing the justification for the denial and work in good faith with the City to revise or alter the proposed work so that it can be approved, if possible. Upon approval by the County of the Capital Repairs, the County shall implement the identified Capital Repairs.

SECTION 3
TERM OF AGREEMENT

Term. This Agreement shall be for a term of twenty (20) years, and shall take effect upon final execution by the Chairman of the Ulster County Legislature, and the Mayor of the City of Kingston; and the Term of this Agreement shall begin upon transfer of the service, but in any event, no later than January 1, 2022.

ARTICLE 4
INDEMNIFICATION AND INSURANCE

SECTION 4.01. Indemnification by City; Insurance. 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 its liability policy, which shall remain in full force and effect during the term of this Agreement. If at any time during the Term of this Agreement the City should subcontract any of its obligations as set forth in Section 2.01 of this Agreement, then the City shall require such subcontractor to add the County as an additional insured on its liability policy.

SECTION 4.02. Indemnification by County; Insurance. 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 its liability policy, which shall remain in full force and effect during the term of this Agreement.

ARTICLE 5
MISCELLANEOUS

SECTION 5.01. Governing Law. This Agreement is governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

SECTION 5.02. 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 for County:

Ulster County Department of Public Works
Attention: Commissioner
313-317 Shamrock Lane
Kingston, New York 12401-2810

If for City:

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

Any communication or notice regarding indemnification, termination, litigation, or proposed changes to the terms and conditions of this Agreement will be deemed to have been duly made upon receipt by both the County's Department of Public Works 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 5.03. Waiver and Severability. The failure of the County to enforce at any time, any provision of this Agreement, does not constitute a waiver of such provision in any way or waive the right of the County at any time to avail itself of such remedies as it may have for any breach or breaches of such provision. None of the conditions of this Agreement will be considered waived by the County unless such waiver is explicitly given in writing by the Chairman of the Legislature or the Commissioner of Public Works. No such waiver shall be a waiver of any past or future default, breach, or modification of any of the terms or conditions of this Agreement, unless expressly stipulated in such waiver as executed by the Chairman of the Legislature or the Commissioner of Public Works.

The invalidity or invalid application of any provision of this Agreement will not affect the validity of any other provision, or the application of any other provision of this Agreement.

SECTION 5.04. No Arbitration. 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 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 5.05. 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. 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 modification.

SECTION 5.06. 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.

SECTION 5.07. No Assignment Without Consent. This Agreement may not be assigned by either Party, or its right, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the prior written consent of the other Parties.

SECTION 5.08. Compliance with Laws. The County, and the City agree to fully comply with all Federal, State and County laws, rules and regulations.

SECTION 5.09. Entire Agreement. The rights and obligations of the parties and their respective agents, successors and assignees shall be subject to and governed by this Agreement, which supersedes any other understandings or writings between or among the parties to this Agreement.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the duly authorized officers of the respective parties have executed this Agreement as of the dates set forth below, effective as of the beginning date set forth in Paragraph 2.

CITY OF KINGSTON

By: _____
Steven T. Noble
Title: Mayor
Date: _____

COUNTY OF ULSTER

By: _____
David B. Donaldson
Title: Chairman, UC Legislature
Date: _____

**ULSTER COUNTY
DEPARTMENT OF PUBLIC WORKS
(Approved as to form and content)**

By: _____
Thomas H. Jackson, Jr.
Title: Commissioner
Date: _____

Exhibit A

Resolution No. 49 February 16, 2021

**Authorizing The Chair Of The Ulster County Legislature To Execute
An Intermunicipal Agreement With The City Of Kingston For
Maintenance And Repair Of The Ulster County Midtown Linear Park
(PIN 8761.92) – Planning Department**

Referred to: The Economic Development, Tourism, Housing, Planning and Transit Committee (Chairman Cahill and Legislators Archer, Corcoran, Delaune, Litts, Maio, and Uchitelle)

Chairman of the Economic Development, Tourism, Housing, Planning, and Transit Committee, Brian B. Cahill, and Deputy Chair Herbert Litts, III offer the following:

WHEREAS, the County of Ulster (the "County") will be constructing and completing in 2021 the Ulster County Midtown Linear Park (PIN 8761.82) between Cornell Street and Westbrook Lane in the City of Kingston (the "Project"); and

WHEREAS, the County and the City of Kingston (the "City") desire to enter into an Intermunicipal Agreement (IMA) for Maintenance and Repair of the Project, which will provide for the City to handle the day-to-day maintenance and operation of the Project once constructed, with the County retaining ownership and responsibility for future capital repairs and improvements; now, therefore, be it

RESOLVED, the Chair of the Ulster County Legislature is hereby authorized to execute the Intermunicipal Agreement for Maintenance and Repair of the Ulster County Midtown Linear Park with the City of Kingston in the form as filed with the Clerk of the Legislature or as modified with the approval of the County Attorney,

and move its adoption.

ADOPTED BY THE FOLLOWING VOTE:

AYES: 22 NOES: 0
(Absent: Legislator Donaldson)

Passed Committee: Economic Development, Tourism, Housing, Planning and Transit
on February 2, 2021

FINANCIAL IMPACT:
NONE

Resolution No. 49 February 16, 2021

**Authorizing The Chair Of The Ulster County Legislature To Execute
An Intermunicipal Agreement With The City Of Kingston For
Maintenance And Repair Of The Ulster County Midtown Linear Park
(PIN 8761.92) – Planning Department**

STATE OF NEW YORK
ss:
COUNTY OF ULSTER

I, the undersigned Clerk of the Legislature of the County of Ulster, hereby certify that the foregoing resolution is the original resolution adopted by the Ulster County Legislature on the 16th Day of February in the year Two Thousand Twenty-One, and said resolution shall remain on file in the office of said clerk.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of the County of Ulster this 18th Day of February in the year Two Thousand Twenty-One.

s/ Victoria A. Fabella
Victoria A. Fabella, Clerk
Ulster County Legislature

Submitted to the County Executive this
18th Day of February 2021.

s/ Victoria A. Fabella
Victoria A. Fabella, Clerk
Ulster County Legislature

Approved by the County Executive this
23rd Day of February 2021.

s/ Patrick K. Ryan
Patrick K. Ryan, County Executive

CITY OF KINGSTON

Office of the Mayor

mayor@kingston-ny.gov

L+R

Steven T. Noble
Mayor



April 29, 2021

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

Re: Peaceful Guardian Project Proposal

Dear President Shaut,

Over the last month, Majority Leader Scott-Childress and I have been working to formulate next steps related to our police reform work here in the City of Kingston. I am excited to present a proposed scope of work that I believe will move forward two very important pieces of our strategy and aligns with the most immediate community needs.

The proposal creates a one year and a five years implementation plan, with program costs, so that the Mayor's Office, Police Department, and Common Council can be guided by an implementation plan crafted with the community and based on our Re-Envision Public Safety Task-force report and the 21st Century Policing Model put forth by the Obama Administration.

I have attached the proposed plan for your review and would ask that the Peaceful Guardian Project, Majority Leader Scott-Childress and I have an opportunity to present this proposed concept at the appropriate committee meeting.

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

Respectfully Submitted,

Steven T. Noble
Mayor



**SCOPE OF WORK
FOR
Five-Year Police Reform Strategy
City of Kingston**

Intention

From September 2020 through April 1, 2021, the City of Kingston conducted an in-depth examination of possible racial disparities within the policies and practices of the Kingston Police Department. Having completed that analysis through its community-based task force, the next step is to develop and implement a five- year strategic plan based on those findings. The goal of the five-year plan is to operationalize task force recommendations in a phased manner prioritized based on the potential for positive impact, a sensitivity to police and community culture as well as an appreciation for organizational complexity.

It is the firm intention of the Peaceful Guardians team that the planning process itself serve as a conduit for building greater trust between law enforcement and segments of the Kingston community. To that end, every phase of the planning will be fully transparent to the public and will welcome feedback from all quarters. Also, to build trust, it is imperative that key stakeholders from many different Kingston constituencies have input into the plan; from those opposed to and in favor of current police practices to police officers themselves and their representatives. In addition, this strategic plan must uniquely reflect the specific needs and aspirations of the City of Kingston. While there may be many similar issues confronting communities across the country, this strategic plan must and will address the unique opportunities and challenges confronting neighborhoods in the City of Kingston. A critical component of this customization will be carefully designed surveys that accurately reflect what's happening in these communities. And finally, stakeholders must view this strategic plan as a living document that should be adjusted from year to year based on changing circumstances in the city and the country.

Strategic Plan Design

This strategic plan will be guided by the **21st Century Policing** research commissioned by the Obama administration and conducted by George Mason University and the International Association of Chiefs of Police. These findings represent a best-practices approach to law enforcement/community issues worldwide. The research identifies six pillars of effective policing which are:

1. ***Building Trust and Legitimacy***
2. ***Policy and Oversight***
3. ***Technology and Social Media***
4. ***Community Policing and Crime Reduction***
5. ***Training and Education***
6. ***Officer Wellness and Safety***

While elements of all six pillars ultimately may be incorporated into the five-year strategic plan, the 2021-22 implementation plan will focus primarily on **Pillars 1 & 4: *Building Trust and Legitimacy*** and ***Community Policing and Crime Reduction*** because the Kingston Task Force recommendations suggest these areas represent the greatest and most immediate concerns for the city especially within communities of color.

Pillar 1:

SUMMARY OF BUILDING TRUST AND LEGITIMACY

Many of the recommendations focus on procedural justice and the link between procedural justice and legitimacy and trust in the community. It argues that when police (or other authority figures) treat citizens in procedurally just ways (i.e., by giving them a voice, by acting neutral, by treating them with dignity and respect, and by making it clear their motives can be trusted), citizens are more likely to view police as legitimate. In turn, this increased legitimacy should also increase citizen compliance with both police directives and the law. Thus, this argument has significant implications for both legitimacy building and potentially reducing crime in the long term. The key recommendations are:

- Procedural justice should be the guiding principle for both citizen-police interactions as well as for internal policies and practices in police agencies (e.g., involving employees in organizational change and revisions to disciplinary procedures).
- Police should focus on a number of trust-building activities, including emphasizing non-enforcement activities in communities and schools and increasing transparency through information sharing. They should also consider the potential consequences of crime fighting strategies for resident trust.
- Agencies should track the community's level of trust through annual community surveys.

- Agencies should strive to be as diverse as possible with respect to race, ethnicity, gender, religion, and sexual orientation.
- Agencies should use residency incentive programs to encourage officers to reside in public housing to improve citizen-police exchanges and public safety.
- Agencies should work to build trust in immigrant communities and decouple immigration enforcement from local policing

Pillar 4:

SUMMARY OF COMMUNITY POLICING AND CRIME REDUCTION

These recommendations focus on building positive partnerships with community members to both increase police legitimacy and enhance public safety and resilience to crime. The key themes are:

- Collaborating with multiple individuals and organizations to “co-produce” public safety.
- Infusing community policing throughout the police organization.
- Ensuring all members of society—particularly those who are vulnerable—are treated with dignity and respect.
- Reducing the marginalization of at-risk youth and ensuring youth have a voice in community processes.
- Reducing law enforcement involvement in school discipline and enhancing school, community, and youth-led responses.

Deliverables from the Peaceful Guardians Project

- Present a one-year 2021-22 law enforcement implementation plan by September 15, 2021.
- Present a five-year 2021-26 law enforcement strategic plan by December 15, 2021.
- Provide monthly progress updates to designated City of Kingston government representatives beginning in July 2021 until the strategic plan is completed.
- Conduct regular meetings with key stakeholders and community members in Kingston.
- Write monthly progress updates for key stakeholders until the strategic plan is completed.
- Assign Lester Strong as the lead manager in developing both the one-year and five-year plans.

Deliverables from Kingston City Government

- Provide review and feedback on the content and direction of both the implementation and strategic plans.
- Access to city government resources and staff where needed.
- Introductions to key stakeholders in both the Kingston communities and law enforcement
- Adequate funding to execute both the one-year implementation and five-year strategic plans.

Lester Strong Bio

Lester Strong is the executive director of the *Peaceful Guardians Project*, which serves as a communication and conflict-resolution bridge between law enforcement and communities of color. He was the lead coordinator for the City of Kingston's *Re-envision Public Safety Task Force* as mandated by New York Governor Cuomo in the wake of the George Floyd killing in May 2020. The Task Force's report was completed and presented to the mayor in January 2021.

Lester also co-facilitates an anti-racism workshop series in New York's Hudson Valley entitled: *How to Help Heal Racism in America*.

Lester was an award-winning TV journalist and executive for 25 years in New York City, Boston, Atlanta and Charlotte. After leaving TV, he became the president and CEO of the Siddha Yoga Foundation, which coordinated the activities of yoga and meditation centers in 46 countries.

Lester also served as Vice President of *AARP Foundation's Experience Corps*; a tutoring/mentoring program which serves 30,000 elementary school students annually who struggle with reading nationwide.

He is married to Pat Courtney Strong with whom he shares a blended family of five children and two grandchildren.



Budget

June/September **\$10,000**

- Conduct a series of meetings with a range of Kingston constituents and stakeholders
- Write monthly reports for feedback.
- Conduct ongoing research and data analysis
- Write/Edit 2021-22 Implementation Plan
- Complete 2021-22 Implementation Plan by September 15, 2021
- Assign staff to implement the above functions.

October/December **\$10,000**

- Conduct series of meetings with a range of Kingston constituents and stakeholders
- Write monthly reports for feedback.
- Conduct ongoing research and data analysis
- Write/Edit 2021-26 Strategic Plan
- Complete 2021-26 Strategic Plan by December 15, 2021
- Assign staff to implement the above functions.

- **Total Cost:** **\$20,000***

CITY OF KINGSTON

Office of the Mayor

mayor@kingston-ny.gov

L+R

Steven T. Noble
Mayor



April 29, 2021

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

Re: Ethics Board

Dear President Shaut,

I recently was notified that a few members of the Board of Ethics have decided to step off the board after many years of service. In addition, one member who I believe would like to keep serving, has an appointment that has expired.

Current membership of the Board of Ethics includes Allen Nace and Mike Decker. Both of these individuals were recommendations made by the Common Council previously. I would like to ask whether you would like to recommend Mr. Nace to serve another term as his term has expired. Additionally, one council appointment is vacant.

Per the Ethics Law, the Mayor also can recommend and appoint two individuals, one of which previously was a city employee. Currently, both Mayoral recommendations are vacant. I would propose that the Common Council amend the Ethics Law (Chapter 49-5, B) to remove the requirement that "One member of the Board of Ethics shall be a City official or City employee". I believe that at this time, it should not be a requirement that a city official or city employee be on the board as it can often be difficult for that person to review ethics complaints of individuals that they work with on a daily basis or could interfere with their city workload.

I would also suggest that as part of the 2022 budget process, we jointly work to make sure that the Ethics Board has the appropriate budget and administrative staff to conduct their business.

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

Respectfully Submitted,

Steven T. Noble
Mayor

Tinti, Elisa

From: Shaut, Andrea
Sent: Thursday, April 29, 2021 9:04 AM
To: Morell, Jeffrey
Cc: Tinti, Elisa; Scott-Childress, Reynolds; Worthington, Rita; O'Reilly, Patrick; Tallerman, Donald
Subject: Laws & Rules - Ethics Board

Dear Jeffrey,

Currently the Ethics Board, which is a five member body, only has two members serving. This is not enough for a quorum, therefore, we are currently without a functioning Ethics Board. According to the city code, in Chapter 49-5 Section C.1, "The Mayor shall appoint the members of the Ethics Board. The Mayor shall solicit recommendations from the Common Council with regard to three members of the Board." Although the mayor has not approached us for recommendations, I would like the Laws & Rules committee to proactively discuss the matter and present the mayor with three recommendations. I have copied the members of the Laws & Rules committee to this email in order for all to start the process of finding qualified and interested citizens.

Please let me know if you have any questions. I have included a link to the city's code for your review.

<https://ecode360.com/6723060?highlight=board,ethics,ethics%20board,ethics%20ethics%20board&searchId=6120350087882862#6723060>

Elisa – please add this email to my folder. I plan to assign it to committee for May.

Very Respectfully,

Andrea Shaut

Council President, City of Kingston

L+R

Tinti, Elisa

From: Shaut, Andrea
Sent: Monday, April 26, 2021 9:28 AM
To: Tinti, Elisa
Subject: FW: [EXTERNAL EMAIL] ATV and dirt bike ban signed in Albany

Follow Up Flag: Follow up
Flag Status: Flagged

Elisa,

Please include the following email as a communication.

Thank you,
Andrea

From: Rich Schiafo [mailto:rich.schiafo@gmail.com]
Sent: Thursday, April 15, 2021 12:01 PM
To: Noble, Steve <SNoble@kingston-ny.gov>; Noble, Steve <SNoble@kingston-ny.gov>; Shaut, Andrea <ashaut@kingston-ny.gov>; Tinti, Egidio <etinti@kingston-ny.gov>; Schabot, Steven <sschabot@kingston-ny.gov>; Hirsch, Michele <mhirsch@kingston-ny.gov>; Morell, Jeffrey <ward1@kingston-ny.gov>; Worthington, Rita <ward4@kingston-ny.gov>; Koop, Douglas <dkoop@kingston-ny.gov>; Scott-Childress, Reynolds <rscott-childress@kingston-ny.gov>; Tallerman, Donald <dtallerman@kingston-ny.gov>; Davis, Tony <tdavis@kingston-ny.gov>
Subject: [EXTERNAL EMAIL] ATV and dirt bike ban signed in Albany

The City of Kingston should follow suit.
I urge the City of Kingston to adopt this type of legislation banning dirt bikes and ATV use on all city streets as well as on all public, residential and commercial land.

[ATV and dirt bike ban signed in Albany](#)

by Dave Lucas

Albany Mayor Kathy Sheehan signed legislation Wednesday banning ATVs and dirt bikes from city streets and parks.

"The message today is very clear. Do not bring your ATV or dirt bike into the city of Albany, do not operate on our city streets, do not write (ride) it in our city parks, because you are not only putting our residents, including small children at risk, but it will cost you \$3,000 to get it back. I am a resident of Arbor Hill. And I can tell you that over these last two summers and particularly this year, the disruption caused by these vehicles is unconscionable. We live in a neighborhood where we expect to be able to sit out on our own porch and hear ourselves talk. What happens often now with these bikes, and oftentimes we see them a hundred at a time going the wrong way up one way streets, constantly circling around and around and around. It is waking up children. It is disrupting people's lives. It is illegal and it has no place on our city streets."

Albany Police Chief Eric Hawkins says the issue has gone from a nuisance to a danger:

"Every single day, I am receiving a complaint from a resident about the destructiveness and what's happening with these vehicles in our streets. And it's very dangerous. We have our officers who are out there diligently trying to address this issue. And in the meantime, officers are being injured. We're having uninvolved people who are in danger. The individuals who are riding these illegal ATVs and dirt bikes are in danger. "

Third ward Common Councilor Joyce Love would like to see the dirt bike riders catch a break.

"These motorcycles, these ATVs, have no business in the street. But what I would like to do is sit down with the 15-member Council and figure out where we can find a spot where these kids, young kids, can ride these things at."

Mayor Sheehan has a different take:

" I understand that there are people who say, you need to provide a place for this to happen. That's not what this is about. These are individuals who engage in this behavior on city streets because that's where they want to ride these bikes. I've had mothers tell me stories in tears about picking their children up from daycare, strapping their child into a car seat, getting behind the wheel of their car and becoming surrounded by these dirt bikes, and feeling as though they can't even move. So you know, this is a real problem. It is a menace. This is not just people out there having fun. These are people out there creating danger and it needs to stop."

11th Ward Common Councilor Alfredo Balarin points out that new law also allows the city to sell or destroy repossessed vehicles unclaimed after 60 days.

"The worst part is that many of these individuals are coming from outside the city. And they're bringing their bikes here thinking that they can do it safely, or get away with it ,not safely, but get away with it. And this policy is gonna tell them, stay in your neighborhood, stay where you are, don't come to our city. Because if you're going to come to our city, we're going to take it, we're going to break it and you're going to pay for it. "

<https://www.wamc.org/post/albany-bans-atvs-and-dirt-bikes-public-property>

<https://www.news10.com/news/atv-and-dirt-bike-ban-signed-in-albany/>

--

Rich Schiafo (he, him)
294 4th Ave
Kingston, NY 12401

ATTENTION: This email came from an external source. Do not open attachments or click on links from unknown senders or unexpected emails.

OLD BUSINESS

ACCESSORY DWELLING UNITS

I. Definitions. As used in this article, unless the context otherwise requires, the following terms shall have the following meanings:

1. "Accessory dwelling unit" shall mean an attached or a detached residential dwelling unit that provides complete independent living facilities for one or more persons which is located on a lot with a proposed or existing primary residence and shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same lot as the single family or multi-family dwelling is or will be situated.

2. "Accessory structure" shall mean a structure that is accessory and incidental to a dwelling located on the same lot.

3. "Living area" shall mean the interior habitable area of a dwelling unit, including basements, cellars, and attics but does not include a garage or any accessory structure.

4. "Nonconforming zoning condition" shall mean a physical improvement on a property that does not conform with current zoning standards.

5. "Passageway" shall mean a pathway that is unobstructed and extends from a street to one entrance of the accessory dwelling unit.

6. "Proposed dwelling" shall mean a dwelling unit that is the subject of a permit application and that meets the requirements for permitting.

7. "Impact fees" shall mean any payment imposed by a local agency for the purpose of providing new or expanded public capital facilities or infrastructure required to serve a new development.

II. Accessory dwelling unit regulations and ordinances

1. This Ordinance shall facilitate and remove current barriers to the creation of Accessory Dwelling Units by:

- a. Designating areas within the jurisdiction of the local agency where accessory dwelling units shall be permitted. Designated areas shall include all areas zoned for single family or multi-family residential use, and all lots with an existing residential use.
- b. Authorizing the creation of at least one accessory dwelling unit per lot in designated areas.
- c. Providing reasonable standards for accessory dwelling units that include, but are not limited to height, landscape, architectural review and maximum size of a unit.
- d. In no case shall such standards unnecessarily impair the creation of accessory dwelling units.

III. Requirements for Accessory Dwelling Units

- a) All Accessory Dwelling Units shall comply with the following:
 - i. Such unit must comply with all applicable New York State standards of habitability, including but not limited to square footage. Accessory dwelling units shall comply in all respects with the New York State Building Code, Construction Code, Plumbing Code and other applicable Codes and Regulations.
 - ii. Such unit may be rented separate from the primary residence, but shall not be sold or otherwise conveyed separate from the primary residence
 - iii. Such unit shall be located on a lot that includes a proposed or existing residential dwelling
 - iv. Such unit shall not be rented for a term less than thirty days;
 - v. Such unit shall either be:

- 1) attached to or located within the proposed or existing primary dwelling, including but not limited to attached garages, storage areas, basements, cellars, similar spaces, or
 - 2) be an accessory structure or detached from the proposed or existing primary dwelling and located on the same lot as the proposed or existing primary dwelling
- vi. If there is an existing primary dwelling, the total floor area of an attached accessory dwelling unit shall not exceed fifty percent of the existing primary dwelling, unless such limit would prevent the creation of an accessory dwelling unit that is no greater than six hundred square feet.

IV. Parking

No parking requirement shall be imposed on an accessory dwelling unit and property owners shall not be required to replace off street parking spaces if a garage, carport, or covered parking structure is demolished in conjunction with the construction of an accessory dwelling unit or converted to an accessory dwelling unit.

V. Administrative Review

- i. **Notwithstanding any existent local ordinance regulating the issuance of variances or special use permits, a permit application to create an accessory dwelling unit in conformance with the local ordinance shall be considered ministerially without discretionary review or a hearing.**
- ii. **In the case of a property subject to the jurisdiction of the Historic Landmarks Preservation Commission, an initial ministerial determination shall be made by the Building Safety Division as to whether the Accessory Dwelling Unit will result in a substantial material alteration to the external appearance of the primary dwelling. In the event that no substantial material alteration will result, a building permit will be granted without the need for a preservation notice of action.**

- iii. **If there is an existing single family or multi family dwelling on the lot, the Building Safety Division shall act on the application to create an accessory dwelling unit within sixty days from the date the local agency receives a completed application.**
- iv. **If the permit application to create an accessory dwelling unit is submitted with a permit application to create a new residential dwelling on the lot, the Building Safety Division may delay acting on the permit application for the accessory dwelling unit until the permitting agency acts on the permit application to create the new dwelling, but the application to create the accessory dwelling unit shall be considered without discretionary review or hearing.**
- v. **If the applicant requests a delay, the sixty-day time period shall be tolled for the period of the delay.**

VI. Pre-existing Non-Conforming Uses

A local agency shall not require, as a condition for ministerial approval of a permit application for the creation of an accessory dwelling unit, the correction of non-conforming zoning conditions.

VII. Utility Connections – Impact Fees

Where an accessory dwelling unit requires a new or separate utility connection directly between the accessory dwelling unit and the utility, the connection may be subject to a connection fee or capacity charge that shall be proportionate to the burden of the proposed accessory dwelling unit, based upon either its size or the number of its plumbing fixtures upon the water or sewer system. Such fee or charge shall not exceed the reasonable cost of providing such utility connection. A local agency shall not impose any other impact fee in connection with an accessory dwelling unit.

VIII. Owner Occupancy

The first lawful occupancy of an accessory dwelling unit shall occur at a time when a unit in the primary dwelling is owner occupied, and such owner occupation must continue for at least one -year following the first

legal occupancy of the accessory dwelling unit. Thereafter, the property owner shall comply in all respects with the provisions of the Landlord Registration provisions set forth in City Code Section 332. There shall be no other owner occupancy requirement for either the primary dwelling or the accessory dwelling unit.

IX. Health and Safety Requirements

A local agency shall not impose any health or safety requirement on accessory dwelling units that is not necessary to protect the health and safety of the occupants of such a dwelling.

X. Certificates of Occupancy

A local agency shall not issue a certificate of occupancy or its equivalent for an accessory dwelling unit before the local agency issues a certificate of occupancy or its equivalent for the primary dwelling.

XI. Multiple Dwelling Law

No provision of the multiple dwelling law shall apply to an accessory dwelling unit, irrespective to whether such provisions of such law apply to the primary dwelling, and a dwelling otherwise exempt from the provisions of the multiple dwelling law shall not fall under the provisions of such law as a result of the addition of an accessory dwelling unit.

XII. Pre-existing Zoning Regulations

- a) Any pre-existing provision of the City Code that imposes any of the following shall be unenforceable and are, as of the effective date of this ordinance, declared null and void:
 - i. minimum square footage requirement for either an attached or detached accessory dwelling unit greater than two hundred square feet;
 - ii. a maximum square footage requirement for either an attached or detached accessory dwelling unit that is less than fifteen hundred square feet;
 - iii. Any other minimum or maximum size for an accessory dwelling unit, based upon a percentage of the proposed or existing primary dwelling;

- iv. Limits on lot coverage, floor area ratio, open space, and minimum lot size, for either an attached or detached dwelling that do not permit at least an eight hundred square foot accessory dwelling unit with four-foot side and rear yard setbacks to be constructed in compliance with other local development standards;
- v. A ceiling height requirement greater than seven feet;
- vi. If an accessory dwelling unit or a portion thereof is below curb level, a requirement that more than two feet of such unit's height be above curb level;
- vii. Any requirement that a passageway exist or be constructed in conjunction with the creation of an accessory dwelling unit;
- viii. Any additional or different setback requirements for an existing living area or accessory structure or a structure constructed in the same location and to the same dimensions as an existing structure that is converted to an accessory dwelling unit or to a portion of an accessory dwelling unit;
- ix. Any setback requirement of more than four feet from the side and rear lot lines for an accessory dwelling unit that is not converted from an existing structure or a new structure constructed in the same location and to the same dimensions as an existing structure;
- x. Any requirement of more than one point of exterior access by door from the proposed or existing residential dwelling.

XIII. Appeals

- a) When a permit to create an accessory dwelling unit pursuant to an ordinance adopted pursuant to this section is denied, the Building Safety Division shall issue a notice of denial which shall contain the reason such permit application was denied and instructions on how the applicant may appeal such denial.

- b) The denial of an application for a permit to construct an Accessory Dwelling Unit shall be heard by the Zoning Board of Appeals
- c) All appeals shall be submitted in writing within thirty days of such denial.

