

**April 2025 Laws & Rules Committee Meeting**  
**Wednesday, April 16th, at 6:30 PM.**

1. Kingston Point Park Phase 2 - J. Noble
2. Standard Workday Retirement - E. Tinti
3. Food truck legislation - Alderwoman Edwards
4. Hudson River Cruises Lease- M. Jankowski

**Old Business**

1. Resolution 54- Review referral responses- set public hearing

1  
**Kwame WiafeAkenten Jr.**

(L+R)

**From:** Tinti, Elisa  
**Sent:** Thursday, March 27, 2025 6:05 PM  
**To:** Kwame WiafeAkenten Jr.  
**Subject:** Fw: Communication to Council: re Kingston Point Park SEQR  
**Attachments:** Short Environmental Assessment Form 2-Kingston Point Phase 2\_signed.pdf; Short EAF Part 1-Kingston Point Phase 2\_signed.pdf; Letter to Common Council\_ KPP Phase 2 SEQR.pdf

For Andreas mailbox

Get Outlook for iOS

**From:** Noble, Julie <JulieLNoble@kingston-ny.gov>  
**Sent:** Thursday, March 27, 2025 4:12:35 PM  
**To:** Shaut, Andrea <ashaut@kingston-ny.gov>  
**Cc:** Noble, Steve <SNoble@kingston-ny.gov>; Tinti, Elisa <emtinti@kingston-ny.gov>; Graves-Poller, Barbara <BGraves@kingston-ny.gov>; Timbrouck, Lynsey <ltimbrouck@kingston-ny.gov>; Schultheis, John <jschultheis@kingston-ny.gov>; Dennis Larios (dmlarios@blengineers.com) <dmlarios@blengineers.com>  
**Subject:** Communication to Council: re Kingston Point Park SEQR

Good afternoon,

Please find a communication to Council, as well as associated documentation, attached.

Thanks,  
Julie

Julie L. Noble  
City of Kingston  
Project Manager  
Sustainability Coordinator  
467 Broadway  
Kingston, NY 12401  
845-481-7339

**CITY OF KINGSTON**  
**Office of Environmental Education and Sustainability**  
climatesmart@kingston-ny.gov

Julie L. Noble, Coordinator



Steven T. Noble, Mayor

March 27, 2025

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

Re: Kingston Point Park Phase 2 Improvements SEQR

Dear President Shaut,

I would like to request the following for placement on the Laws and Rules Committee agenda for April.

The City has received funding from NYS DOS to restore and improve a variety of park assets and amenities at Kingston Point Park. The project includes raising the eastern end of the current parking lot and installation of drainage to improve the functionality and long-term resiliency of the parking area at Kingston Point Park. The proposed parking area will contain 53 spaces including 4 handicap parking spaces, will include conversion of the tidally flooded, westerly portion of the existing lot to a freshwater wetland that will allow for vegetation and wildlife to flourish and will include improving pedestrian access to Kingston Rotary Park and the dog park adjacent to the softball field, as well as miscellaneous site improvements.

After reviewing 6 NYCRR 617, my office, with the Consultant, has preliminarily identified that the Project is an Unlisted action under SEQR, is not on the Type I or Type II lists and doesn't require a coordinated review. We have prepared a Short Environmental Assessment Form summarizing that there are no significant environmental impacts that may result from the project. As such, I am recommending that the Common Council would be the Lead Agency and I am further recommending that the Council makes a negative declaration for the project.

If there are any questions, John Schultheis will be present at the April Finance meeting to speak to this request. Thank you for your consideration.

Sincerely,

Julie L. Noble  
Project Manager

Project:

Date:

***Short Environmental Assessment Form***  
***Part 2 - Impact Assessment***

**Part 2 is to be completed by the Lead Agency.**

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
a. public / private water supplies?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Project: Date: 

### **Short Environmental Assessment Form**

#### **Part 3 Determination of Significance**

For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

<input type="checkbox"/>	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
<input checked="" type="checkbox"/>	Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.
City of Kingston Common Council	
Name of Lead Agency	Date
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)

**PRINT FORM**

# Short Environmental Assessment Form

## Part 1 - Project Information

### Instructions for Completing

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

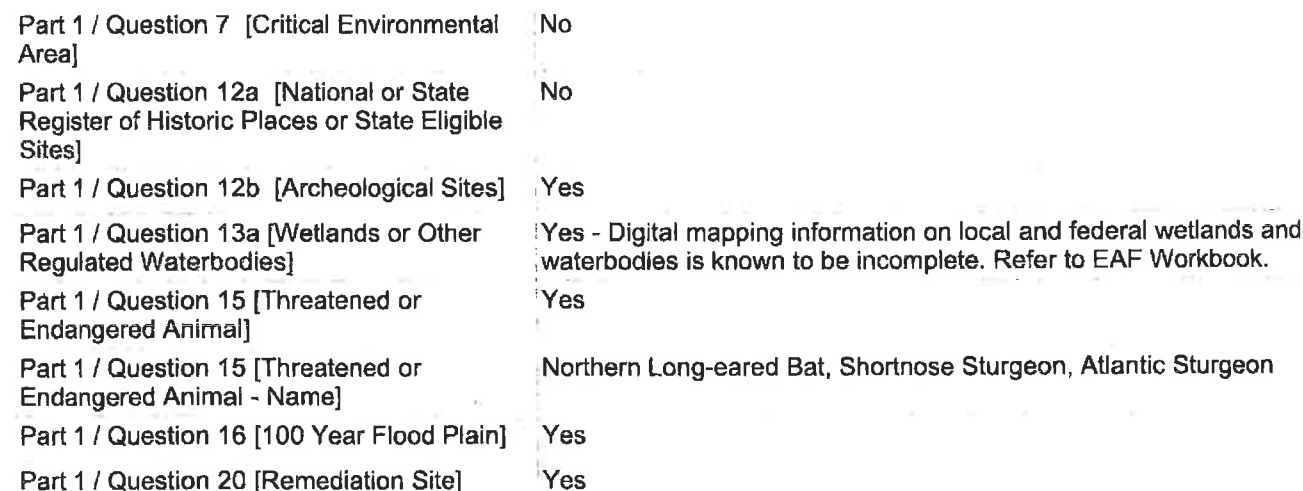
Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 – Project and Sponsor Information							
Name of Action or Project: Kingston Point Park Improvements							
Project Location (describe, and attach a location map): 53 Delaware Ave, Kingston, NY. Location is a parking lot on the South side of Delaware Ave and across the street from Kingston Point Beach.							
Brief Description of Proposed Action: Raising the eastern end of the current parking lot and installation of drainage to improve the functionality and long-term resiliency of the parking area at Kingston Point Park. The proposed parking area will contain 53 spaces including 4 handicap parking spaces. Conversion of the tidally flooded, westerly portion of existing lot to a freshwater wetland that will allow for vegetation and wildlife to flourish. Improving pedestrian access to Kingston Rotary Park and the dog park adjacent to the softball field, and miscellaneous site improvements.							
Name of Applicant or Sponsor: Julie Noble, City of Kingston		Telephone: 845-481-7339 E-Mail: julienoble@kingston-ny.gov					
Address: 467 Broadway							
City/PO: Kingston		State: NY	Zip Code: 12401				
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			<table border="1"> <tr> <td>NO</td> <td>YES</td> </tr> <tr> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </table>	NO	YES	<input checked="" type="checkbox"/>	<input type="checkbox"/>
NO	YES						
<input checked="" type="checkbox"/>	<input type="checkbox"/>						
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval: NYS DOS, NYS DEC, NYS OPHRP, City of Kingston Common Council, US Army Corps of Engineers			<table border="1"> <tr> <td>NO</td> <td>YES</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> </tr> </table>	NO	YES	<input type="checkbox"/>	<input checked="" type="checkbox"/>
NO	YES						
<input type="checkbox"/>	<input checked="" type="checkbox"/>						
3. a. Total acreage of the site of the proposed action? b. Total acreage to be physically disturbed? c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?			<table border="1"> <tr> <td>84.7 acres</td> </tr> <tr> <td>1.37 acres</td> </tr> <tr> <td>95.27 acres</td> </tr> </table>	84.7 acres	1.37 acres	95.27 acres	
84.7 acres							
1.37 acres							
95.27 acres							
4. Check all land uses that occur on, are adjoining or near the proposed action:							
5. <input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input checked="" type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify): <input checked="" type="checkbox"/> Parkland							

		NO	YES	N/A
5. Is the proposed action,				
a. A permitted use under the zoning regulations?		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?			NO	YES
		<input type="checkbox"/>	<input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?			NO	YES
If Yes, identify: _____		<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?			NO	YES
		<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Are public transportation services available at or near the site of the proposed action?		<input type="checkbox"/>	<input checked="" type="checkbox"/>	
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?		<input type="checkbox"/>	<input checked="" type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements?			NO	YES
If the proposed action will exceed requirements, describe design features and technologies:				
Not applicable. _____		<input type="checkbox"/>	<input type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply?			NO	YES
If No, describe method for providing potable water: _____		<input checked="" type="checkbox"/>	<input type="checkbox"/>	
The public restrooms at Kingston Rotary Park will maintain their connection to City of Kingston's public water supply. No proposed actions for this project include the need for additional connections or water usage.				
11. Will the proposed action connect to existing wastewater utilities?			NO	YES
If No, describe method for providing wastewater treatment: _____		<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Not applicable. The proposed project does not involve the generation of any wastewater that needs to be conveyed or treated.				
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?			NO	YES
		<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?		<input type="checkbox"/>	<input checked="" type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?			NO	YES
		<input type="checkbox"/>	<input checked="" type="checkbox"/>	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?		<input type="checkbox"/>	<input checked="" type="checkbox"/>	
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____				
Approximately 20,000 square feet in area of former asphalt parking lot that is a tidal flooding zone will be converted into a freshwater wetland, that will eventually adjoin with the existing wetlands (ACOE, NYS DEC) adjacent to the project area. There will be a slight disturbance in one existing wetland to remove a section of guard rail. The soil disturbance will be limited to the removal of the guard rail's posts; this will be less than 100 square feet of disturbance.				

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input checked="" type="checkbox"/> Wetland <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered? Northern Long-eared Bat, Sh...	NO	YES
	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16. Is the project site located in the 100-year flood plan?	NO	YES
	<input type="checkbox"/>	<input checked="" type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes,	NO	YES
a. Will storm water discharges flow to adjacent properties?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If Yes, briefly describe: <hr/> Stormwater runoff from the proposed improved parking area will be less than the existing runoff conditions. Yet, the parking lot runoff will be conveyed into the proposed wetland to avoid any ponding in the parking area.		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment:	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe:	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe:	NO	YES
	<input type="checkbox"/>	<input checked="" type="checkbox"/>
There is a former landfill site from the 1970's just South of the proposed project (now listed as a remediation site) on the same property of the proposed project. No soil disturbance in this area is proposed.		
<b>I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</b>		
Applicant/sponsor/name: <u>Julie L. Noble</u> Date: <u>3/26/2025</u>		
Signature: <u>Julie L. Noble</u> Title: <u>Project Manager</u>		





CITY OF KINGSTON

Office of the City Clerk & Registrar of Vital Statistics

cityclerk@kingston-ny.gov

Steven T. Noble, Mayor  
Elisa Tinti, City Clerk & Registrar



Kwame WiafeAkenten, Deputy Clerk  
Susan Mesches, Deputy Registrar

March 17, 2025

President Shaut  
420 Broadway  
Kingston, New York 12401

Dear President Shaut,

Please consider this communication for placement on April's Laws & Rules Agenda to pass a resolution accepting the 2025 Standard Workday for Elected and Appointed Officials in the New York State retirement system.

Thank you,  
Elisa Tinti

**LAWS & RULES  
COMMITTEE REPORT**

QUT

<b><u>Committee Vote</u></b>	<b><u>YES</u></b>	<b><u>NO</u></b>
Michele Hirsch, Ward 9 Chairman		
Sara Pasti, Ward 1		
Teryl Mickens, Ward 5		
Rennie Scott-Childress, Ward 3		
Robert Dennison, Ward 6		

**Tinti, Elisa**

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(L/R)

**From:** Shaut, Andrea  
**Sent:** Monday, March 17, 2025 11:32 AM  
**To:** Tinti, Elisa  
**Cc:** Edwards, Jeanne  
**Subject:** Fw: [EXTERNAL EMAIL] Food trucks

Good morning, Elisa,

Can you add the following email to my communication folder?

Thank you!

Andrea Shaut

Council President, City of Kingston

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**From:** jeanne tavis <bluinative66@yahoo.com>  
**Sent:** Friday, March 7, 2025 12:30 PM  
**To:** Shaut, Andrea <ashaut@kingston-ny.gov>  
**Subject:** [EXTERNAL EMAIL] Food trucks

Good morning madam president

I would like to bring back to the table, about the food trucks. This is a public safety issue and I really needed to be put back on the table for a law to be put into place.

Thank you

Jeanne Edwards

Yahoo Mail - Email Simplified

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



**Tinti, Elisa**

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**From:** Perry, Vincent  
**Sent:** Tuesday, March 11, 2025 1:14 PM  
**To:** Alderman  
**Subject:** Downs St. food trailer  
**Attachments:** PXL\_20250311\_105346245.MP.jpg; PXL\_20250311\_105335016.MP.jpg

Members of the Common Council,

I have begun to receive an increased amount of complaints recently in regard to the food trailer and delivery truck parked on Downs St. These vehicles are parked in a manner that present safety concerns for neighbors. I have attached photos from the exit of the former sea deli parking lot that exits on to Downs St. A driver has no line of vision to see oncoming traffic, pedestrians, or cyclists.

Customers often times park illegally in the "No Parking Here to Corner" zones at that intersection which causes an obstruction of traffic. The nature of business being conducted at the food trailer attracts considerable pedestrian traffic. These pedestrians are at great risk from vehicles turning on to Downs St. from Broadway. Neighbors have also mentioned in their complaints that business is sometimes being done past 11 pm some evenings.

Parking Enforcement has written a significant amount of tickets in the "No Parking Here to Corner" zones on both sides of Downs St. at the corner of Broadway and Downs and in the "No Parking Between Signs" zone located in front of the Masjid Umar Mosque at 15 Downs St. Unfortunately, the increased enforcement during work hours has done nothing to deter the lack of compliance as the issue persists throughout the evening and early mornings.

I believe addressing the food trailer would be the beginning of resolving this safety issue. I have directed the complainants to reach out to Ward 4 Alderwoman, Jeannie Edwards or attend the next Common Council meeting.

If you have any questions, please feel free to contact me.

Thanks,

Vincent Perry  
Parking Supervisor  
(845) 943-0123

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK,  
CALLING UPON THE NEW YORK STATE LEGISLATURE TO PASS AND THE GOVERNOR  
TO SIGN THE RENT EMERGENCY STABILIZATION FOR TENANTS (REST) ACT  
(S4659/A4877).

WHEREAS, in 2019, the New York State Legislature passed the Housing Stability Tenant Protection Act (HSTPA) which, among other things, allowed localities outside of New York City and its surrounding localities to opt into the Emergency Tenant Protection Act (ETPA) of 1974; and

WHEREAS, four localities that have since attempted to opt-in to ETPA in response to local housing affordability crises have failed to identify a vacancy rate of below 5%, thus deeming them ineligible to adopt rent stabilization; and

WHEREAS, four localities have identified a vacancy rate of below 5%, however, due to multiple lawsuits by real estate interests, three housing emergency declarations have been rescinded or revoked; and

WHEREAS, of the total eight vacancy studies that have been conducted since 2019, only one study has identified a vacancy rate of below 5% *and* withstood legal challenges, although it is still defending its declared Housing Emergency in the NYS Court of Appeals; and

WHEREAS, State Senator Brian Kavanagh and Assemblymember Sarahana Shrestha have introduced the Rent Emergency Stabilization for Tenants (REST) Act, a bill which would expand the eligibility for, and applicability of, ETPA for upstate New York and Long Island; and

WHEREAS, the REST Act would grant localities the flexibility to utilize publicly accessible data, rather than be confined to the unfunded yet required rental housing vacancy study, to opt in to ETPA; and

WHEREAS, the REST Act would grant localities an alternative method in determining eligibility for rent stabilization by changing the year-built requirement to 15 years before the current date, and giving municipalities the power to determine the unit-count requirement, so that ETPA is aligned with local conditions in outer-NYC municipalities.

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of Kingston, NY supports and endorses the REST Act which would provide for an alternative method for localities other than New York City to opt in to rent regulation and expands the range of rental housing that can be covered.

BE IT FURTHER RESOLVED, that the Common Council of the City of Kingston, NY calls upon the New York State Legislature to pass and Governor Hochul to sign S4659/A4877 The Rent Emergency Stabilization (REST) Act.

BE IT FINALLY RESOLVED that the City Clerk will send a copy of this resolution to Governor Kathy Hochul, Assemblymember Sarahana Shrestha, State Senator Michele Hinchey, Senate Judiciary Chair Brad Hoylman, Assembly Judiciary Chair Charles Lavine, Senate Housing Chair Brian Kavanagh, and Assembly Housing Chair Linda Rosenthal.

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# CITY OF KINGSTON

## Office of Corporation Counsel

Steven T. Noble, Mayor



Barbara Graves-Poller, Corporation Counsel  
Matthew Jankowski, Asst. Corp. Counsel

April 10, 2025

President Andrea Shaut  
Common Council  
420 Broadway  
Kingston, NY 12401

RE: **Time Sensitive Communication**  
Renewal of Lease Agreement with Hudson River Cruises, Inc.


Dear President Shaut:

Attached herewith, please find a proposed lease renewal agreement for Hudson River Cruises, Inc. For nearly forty years Hudson River Cruises, Inc. has operated a recreational cruise vessel pursuant to a lease agreement with the City. The current term of the lease agreement has expired and needs to be renewed for a new five season term.

For the above reasons, I ask that this matter be put on the agenda for the April 16, 2025 Laws & Rules Meeting.

Please contact me if you have any questions or need additional information.

Sincerely,

  
Matthew M. Jankowski  
*Assistant Corporation Counsel*  
420 Broadway  
Kingston, New York 12401  
(845) 334-3947 (tel.)  
(845) 334-3959 (fax)  
[MJankowski@kingston-ny.gov](mailto:MJankowski@kingston-ny.gov)

THE CITY OF KINGSTON COMMON COUNCIL

LAWS & RULES  
COMMITTEE REPORT

DEPARTMENT: \_\_\_\_\_

DATE: \_\_\_\_\_

Description: Authorization for the Mayor to enter into and execute a renewal lease agreement for the use of a dock by the Hudson River Cruises, Inc. with an expiration date of September 30, 2029

Motion by \_\_\_\_\_

Seconded by \_\_\_\_\_

Action Required:

SEQRA Decision:

Type I Action \_\_\_\_\_

Type II Action \_\_\_\_\_

Unlisted Action \_\_\_\_\_

Negative Declaration of Environmental Significance: \_\_\_\_\_

Conditioned Negative Declaration: \_\_\_\_\_

Seek Lead Agency Status: \_\_\_\_\_

Positive Declaration of Environmental Significance: \_\_\_\_\_

<u>Committee Vote</u>	<u>YES</u>	<u>NO</u>
Michele Hirsch, Chairperson		
Sara Pasti, Ward 1		
Teryl Mickens, Ward 5		
Rennie Scott-Childress, Ward 3		
Robert Dennison, Ward 6		



RESOLUTION \_\_\_\_ of 2025

**RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON,  
NEW YORK, AUTHORIZING THE MAYOR TO EXECUTE A LEASE  
RENEWAL FOR THE BULKHEAD UNDER JUDGE LOUGHRAN  
BRIDGE**

Sponsored By: Laws & Rules Committee:

**WHEREAS**, the City of Kingston believes it to be in the best interests of the City to renew the lease for the bulkhead under the Judge Loughran Bridge; and the New York State Department of Transportation has determined that the appropriate cost of said lease shall be \$5,125.00 per year;

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

**SECTION 1.** That the Mayor of the City of Kingston is authorized to enter into the attached agreement to renew the lease of the bulkhead under Judge Lawrence Bridge pursuant to the terms therein, for a term ending on September 30, 2029; and

**SECTION 2.** This agreement shall be retroactive to January 1, 2025; and

**SECTION 3.** This resolution shall take effect immediately.

Submitted to the Mayor this \_\_\_\_ day of \_\_\_\_\_, 2025

Approved by the Mayor this \_\_\_\_ day of \_\_\_\_\_, 2025

\_\_\_\_\_  
Elisa Tinti, City Clerk

\_\_\_\_\_  
Steven T. Noble, Mayor

Adopted by Council on \_\_\_\_\_, 2025

## **LEASE AGREEMENT**

Agreement made this \_\_\_\_ day of April, 2025, by and between The City of Kingston, a municipal corporation, with its municipal offices at City Hall, 420 Broadway, Kingston, New York 12401, hereinafter referred to as the "Lessor" and Hudson River Cruises and Events, Inc., a domestic corporation with its principal offices at 11 Isabella Street, Suite B, Charleston, South Carolina 29403 (mailing address PO Box 21360, Charleston, South Carolina 29413), hereinafter referred to as the "Lessee", provides as follows:

### **WITNESSETH:**

1. That the Lessor has agreed to LET, and hereby does LET, and the Lessee has agreed to TAKE, and hereby does TAKE, those certain shoreline premises situated in the City of Kingston, located beneath the Judge Loughran Bridge, as further described in New York State Department of Transportation Permit #81542 issued to the City of Kingston, attached hereto and made a part hereof as Exhibit "A".

2. Said premises are LET to the Lessee for the sole purpose and in connection with the operation of Lessee's 128' dinner/recreational cruise vessel, and all related uses.

3. The term of this lease shall be from March 15, 2025 to September 30, 2029. However, in the event that the Lessee ceases to use the property in connection with the operation of Lessee's 128' dinner/recreational cruise vessel as described in paragraph 2, the lease shall terminate and the Lessee shall vacate the premises and leave them in as good condition as they were in at the time of entry thereon by the Lessee.

4. Lessee shall pay a rental fee to the Lessor. Said rental fee shall be equal to the fee paid by the Lessor to the State of New York in each year, during the term of this lease. Lessee understands that the fee charged to the Lessor by the State of New York may periodically be

modified to reflect fair market value. Lessor agrees to notify Lessee in writing upon any modification of said fee by the State of New York. However, the Lessor's failure to notify the Lessee of any change in said fee shall not constitute a waiver of this provision and Lessee shall be responsible for said fee as modified by the State of New York.

5. The Lessee agrees that it will, at its own expense, at all times during the term of this lease, furnish electricity, refuse removal, and sewage removal. In the alternative, any services provided by the Lessor will be provided at the prevailing rate for said service. The Lessee agrees that it will, at its own expense, at all times during the term of this lease, maintain in force a policy of insurance written by one or more responsible insurance carriers which will insure the City against any liability for any injury to, or death of persons or loss or damage to their property occurring in or about the premises in the amount of One million (\$1,000,000) Dollars (combined property damage and/or bodily injury including death), single limit per occurrence, and name the People of the State of New York and the City of Kingston, as additional insured.

6. Lessee shall furnish both the State of New York Department of Transportation and the City of Kingston a certificate of insurance, with a thirty (30) day prior written notice of any cancellation or major change in the policy conditions. This lease shall be terminated if insurance is cancelled, modified or lapses. Failure of the Lessee to provide proof of insurance may, at the option of the Lessor, result in the termination of the lease agreement.

7. The Lessee shall indemnify, save and hold harmless the City from any and all liability, damages, expenses, causes of action, suits, claims, penalties or judgments arising from the injury to person or property, or from loss of life or property, sustained by anyone in or about

the leased premises, or any part thereof, or in or upon adjacent property or walkways of any and every nature and kind and from any matter or thing, except as otherwise provided herein.

8. Lessee will be responsible to the City for the acts and behavior of its crew, guests and others present upon the rental premises. Slips, moorings, and launch services are occupied and used at the sole risk of the Lessee, its guests, agents and servants.

9. Lessee will operate its boats with due care for the safety of other boats, property and persons and will be responsible for damages and injuries which it, its patrons, guests, agents or servants, may cause to other persons, boats, or property in or about the rental premises.

10. It shall be the responsibility of the Lessee to provide insurance covering theft, fire, and other casualty which may occur at the rental premises. The City shall in no way be responsible for theft, fire, and/or casualty to said boat.

11. It is expressly agreed by the Lessee that the City is not in any way an insurer of the Lessee's property, or its patrons, invitees, employees or agents. The City shall not be liable for personal injury, loss of life, loss of property, or property damage to any boat, motor, and accessories, or contents thereof, due to fire, theft, vandalism, collision, marina equipment failure, windstorm, rain, hurricane, or other casualty loss, or the negligence of the marina, its employees and agents.

12. The Lessee shall not assign this lease or any interest therein, or sublet the premises or any part thereof, other than slip rentals, or license the use of all or any portion of the premises without first obtaining the written consent of the City. The assignment, subletting or licensing of this lease, except as otherwise provided herein, without such prior written consent shall, at the option of the City, terminate this lease.

13. If the Lessee shall fail to promptly perform any condition, term, or agreement contained in this lease, or if the Lessee breaches any obligation under this lease, then, in any such event, the Lessee shall be deemed to be in default and the City may without further notice terminate this lease.

14. Lessee understands that the State of New York, pursuant to Permit #81542, has the right to cancel said permit by thirty (30) days written notice to the Lessor, except for cause, in which event the State of New York may cancel said permit on ten (10) days written notice. Cancellation of Permit #81542 by New York State shall terminate the lease agreement as of the effective date of cancellation of Permit #81542 as determined by New York State.

15. In the event of the cancellation of Permit #81542, Lessor shall notify Lessee in writing of the effective date of cancellation and Lessee will vacate the premises by said cancellation date.

16. In the event the Lessor receives a full or partial refund of the permit fee paid to the State of New York, Lessor will refund same to Lessee. However, in the event the Lessor does not receive a full or partial refund from the State of New York, Lessor will not be required to refund any portion of the rental fee paid by the Lessee.

17. This lease may be modified or amended only in writing duly authorized and executed by both the Lessor and the Lessee. It may not be amended or modified by oral agreements or understandings between the parties, unless the same shall be reduced to writing, duly authorized and executed by both the Lessor and the Lessee.

18. This agreement shall be governed by, construed and enforced in accordance with the laws of the State of New York. The parties hereto agree that Ulster County shall be

designated as the venue for any action, proceeding or dispute arising out of or from this agreement.

In Witness Whereof the parties have affixed their hands and seals this \_\_\_\_ day of April, 2025.

CITY OF KINGSTON

By: \_\_\_\_\_  
Steven Noble, Mayor

HUDSON RIVER CRUISES, INC.

By: \_\_\_\_\_

STATE OF NEW YORK        )  
  ) SS.:  
COUNTY OF ULSTER        )

On the \_\_\_\_ day of \_\_\_\_\_, in the year 2025, before me the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK        )  
  ) SS.:  
COUNTY OF ULSTER        )

On the \_\_\_\_ day of \_\_\_\_\_, in the year 2025, before me the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

## LEASE AGREEMENT

Agreement made this 12<sup>th</sup> day of July, 2019, by and between **The City of Kingston**, a municipal corporation, with its municipal offices at City Hall, 420 Broadway, Kingston, New York 12401, hereinafter referred to as the "Lessor" and **Hudson River Cruises and Events, Inc.**, a domestic corporation with its principal offices at 11 Isabella Street, Suite B, Charleston, South Carolina 29403 (mailing address PO Box 21360, Charleston, South Carolina 29413), hereinafter referred to as the "Lessee", provides as follows:

### WITNESSETH:

1. That the Lessor has agreed to LET, and hereby does LET, and the Lessee has agreed to TAKE, and hereby does TAKE, those certain shoreline premises situated in the City of Kingston, located beneath the Judge Loughran Bridge, as further described in New York State Department of Transportation Permit #81542 issued to the City of Kingston, attached hereto and made a part hereof as Exhibit "A".

2. Said premises are LET to the Lessee for the sole purpose and in connection with the operation of Lessee's 128' dinner/recreational cruise vessel, and all related uses.

3. The term of this lease shall be from March 15, 2020 to September 30, 2024. However, in the event that the Lessee ceases to use the property in connection with the operation of Lessee's 128' dinner/recreational cruise vessel as described in paragraph 2, the lease shall terminate and the Lessee shall vacate the premises and leave them in as good condition as they were in at the time of entry thereon by the Lessee.

4. Lessee shall pay a rental fee to the Lessor. Said rental fee shall be equal to the fee paid by the Lessor to the State of New York in each year during the term of this lease. Lessee understands that the fee charged to the Lessor by the State of New York may periodically be

modified to reflect fair market value. Lessor agrees to notify Lessee in writing upon any modification of said fee by the State of New York. However, the Lessor's failure to notify the Lessee of any change in said fee shall not constitute a waiver of this provision and Lessee shall be responsible for said fee as modified by the State of New York.

5. The Lessee agrees that it will, at its own expense, at all times during the term of this lease, furnish electricity, refuse removal, and sewage removal. In the alternative, any services provided by the Lessor will be provided at the prevailing rate for said service. The Lessee agrees that it will, at its own expense, at all times during the term of this lease, maintain in force a policy of insurance written by one or more responsible insurance carriers which will insure the City against any liability for any injury to, or death of persons or loss or damage to their property occurring in or about the premises in the amount of One million (\$1,000,000) Dollars (combined property damage and/or bodily injury including death), single limit per occurrence, and name the People of the State of New York and the City of Kingston, as additional insured.

6. Lessee shall furnish both the State of New York Department of Transportation and the City of Kingston a certificate of insurance, with a thirty (30) day prior written notice of any cancellation or major change in the policy conditions. This lease shall be terminated if insurance is cancelled, modified or lapses. Failure of the Lessee to provide proof of insurance may, at the option of the Lessor, result in the termination of the lease agreement.

7. The Lessee shall indemnify, save and hold harmless the City from any and all liability, damages, expenses, causes of action, suits, claims, penalties or judgments arising from the injury to person or property, or from loss of life or property, sustained by anyone in or about the leased premises, or any part thereof, or in or upon adjacent property or walkways of any and every nature and kind and from any matter or thing, except as otherwise provided herein.



8. Lessee will be responsible to the City for the acts and behavior of its crew, guests and others present upon the rental premises. Slips, moorings, and launch services are occupied and used at the sole risk of the Lessee, its guests, agents and servants.

9. Lessee will operate its boats with due care for safety of other boats, property and persons and will be responsible for damages and injuries which it, its patrons, guests, agents or servants, may cause to other persons, boats, or property in or about the rental premises.

10. It shall be the responsibility of the Lessee to provide insurance covering theft, fire, and other casualty which may occur at the rental premises. The City shall in no way be responsible for theft, fire, and/or casualty to said boat.

11. It is expressly agreed by the Lessee that the City is not in any way an insurer of the Lessee's property, or its patrons, invitees, employees or agents. The City shall not be liable for personal injury, loss of life, loss of property, or property damage to any boat, motor, and accessories, or contents thereof, due to fire, theft, vandalism, collision, marina equipment failure, windstorm, rain, hurricane, or other casualty loss, or the negligence of the marina, its employees and agents.

12. The Lessee shall not assign this lease or any interest therein, or sublet the premises or any part thereof, other than slip rentals, or license the use of all or any portion of the premises without first obtaining the written consent of the City. The assignment, subletting or licensing of this lease, except as otherwise provided herein, without such prior written consent shall, at the option of the City, terminate this lease.

13. If the Lessee shall fail to promptly perform any condition, term, or agreement contained in this lease, or if the Lessee breaches any obligation under this lease, then, in any such event, the Lessee shall be deemed to be in default and the City may without further notice

terminate this lease.

14. Lessee understands that the State of New York, pursuant to Permit #81542, has the right to cancel said permit by thirty (30) days written notice to the Lessor, except for cause, in which event the State of New York may cancel said permit on ten (10) days written notice. Cancellation of Permit #81542 by New York State shall terminate the lease agreement as of the effective date of cancellation of Permit #81542 as determined by New York State.

15. In the event of the cancellation of Permit #81542, Lessor shall notify Lessee in writing of the effective date of cancellation and Lessee will vacate the premises by said cancellation date.

16. In the event the Lessor receives a full or partial refund of the permit fee paid to the State of New York, Lessor will refund same to Lessee. However, in the event the Lessor does not receive a full or partial refund from the State of New York, Lessor will not be required to refund any portion of the rental fee paid by the Lessee.

17. This lease may be modified or amended only in writing duly authorized and executed by both the Lessor and the Lessee. It may not be amended or modified by oral agreements or understandings between the parties, unless the same shall be reduced to writing, duly authorized and executed by both the Lessor and the Lessee.

CITY OF KINGSTON

By: 

Steven T. Noble, Mayor

HUDSON RIVER CRUISES AND  
EVENTS, INC.

By: 

Robert Scribner, President

State of New York

SS.:

County of Ulster

On this <sup>26<sup>th</sup></sup>~~12<sup>th</sup>~~ day of July, 2019, before me the undersigned, a Notary Public in and for said State, personally appeared **Steven T. Noble**, Mayor of the City of Kingston, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

*Janet K. Higgins*

JANET K. HIGGINS  
Notary Public, State of New York  
No. 01HI4283985  
Qualified in Ulster County  
Commission Expires Sept. 30, 2021

*Paula B. Cooper*  
Notary Public



State of South Carolina

SS.:

County of Charleston

On this 12<sup>th</sup> day of July, 2019, before me the undersigned, a Notary Public in and for said State, personally appeared **Robert Scribner**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

*Paula Cooper*  
Notary Public



**NEW YORK STATE DEPARTMENT OF TRANSPORTATION  
OFFICE OF RIGHT OF WAY  
PERMIT FOR USE OF STATE-OWNED PROPERTY**

PIN: 8139.00.223 (closed)

Permit Account No: 81542

Revenue Assigned PIN 8141.01.223

Property Location: North shoreline under Route 9W bridge

Project: SH 5599, City of Kingston, North-South Arterial

Map No(s): 1T

Parcel No(s): 1 (portion of)

County: Ulster

Town:

City/Village: Kingston

THIS PERMIT, made this 30 day of Jun, 2017 between:

City of Kingston  
420 Broadway  
Kingston, NY 12401

hereinafter referred to as "Permittee", and the COMMISSIONER OF TRANSPORTATION FOR THE PEOPLE OF THE STATE OF NEW YORK, hereinafter referred to as "the State",

**WITNESSETH:**

**WHEREAS** the State is the owner of the above identified property, hereinafter referred to as "property" or as "premises"; and

**WHEREAS** the Permittee wishes to use and occupy said property;

NOW, THEREFORE, the State hereby grants this permit to the Permittee, subject to the following covenants and conditions:

1. The property covered by this permit shall be used only for the purpose of:  
**131± linear feet of Rondout Creek shoreline for vessel mooring as indicated on Page 7 and for no other purpose whatsoever.**
2. The fee to be charged shall be: **\$5,125.00** per **year** beginning **5/01/2017**.
3. Payment of fee is due on the first of the month unless otherwise stated. Fee must be paid by check, bank cashier's check or money order payable to "Department of Transportation" and mailed or delivered to:  

New York State Department of Transportation  
Revenue Unit, POD 5-2  
50 Wolf Road  
Albany, NY 12232
4. The Permittee understands and agrees that if the full amount of the fee as stated herein is not paid within thirty (30) days from the date billed as indicated on the billing invoice, interest penalties and collection fees will be imposed under the provisions of Section 18 of State Finance Law.
5. The Permittee understands and agrees that the fee charged by the State may periodically be updated to reflect fair market value and the Permittee will enter into a new permit for the new fee if the permittee wishes to remain in occupancy. Failure to execute a new permit will require Permittee to immediately vacate the premises.

6. The Permittee acknowledges the State's right to collect a security deposit. This sum will be retained as security to ensure faithful performance of the permit and compliance with all terms by the Permittee. The State hereby acknowledges receipt of \$ N/A received on \_\_\_\_\_ by \_\_\_\_\_.

7. This permit supersedes the permit numbered 81542 issued to City of Kingston in the amount of \$5,000.00 per year and approved by the Director, Real Estate Division on 10/12/2010.
8. Permittee, at the Permittee's expense and for the term of the permit, shall furnish and show evidence of General Liability Insurance coverage issued by an insurance carrier licensed to do business in the State of New York for the protection of the State of New York and Permittee against any claims, suits, demands or judgments by reason of bodily injury, including death, and for any claims resulting in property damage occurring on or in proximity to the permit area.

Such General Liability Insurance shall be in the amount no less than \$2 Million (two million dollars) combined property damage and/or bodily injury, including death) single limit per occurrence, and shall name the People of the State of New York as an additional insured.

The Permittee will furnish the State with a certificate of insurance, with a thirty (30) days prior written notice of any cancellation or major change in the policy conditions. The Permit shall be voided if insurance is canceled, modified or lapses.

Approval of this permit shall be contingent upon receipt, by the State, of a copy of a properly executed insurance certificate.

9. Permittee is responsible for any repairs, improvements or maintenance work of any kind on the property at Permittee's expense. The State may, at any time, periodically inspect the premises to determine whether same is in good repair and maintenance, structurally sound, and that no unsafe, hazardous, unsanitary, or defective conditions exist.
10. Permittee hereby agrees to admit State representatives and prospective purchasers or Permittees to examine these premises during reasonable business hours.
11. Permittee shall not place or store, or allow others to place or store, any flammable, explosive, hazardous, toxic or corrosive materials, debris of any description, garbage or any materials commonly referred to as "junk" within the permit area, except fuel kept in the fuel tanks of legally parked vehicles allowed under the terms of this permit. Failure to comply with this provision may result in a ten (10) days written notice of cancellation of the permit in accordance with Provision 16 of the permit. The Permittee is responsible for the removal of these materials and/or all expenses incurred in their removal.
12. All arrangements of services for utilities, removal of garbage, rubbish, litter, snow and ice will be made by the Permittee at the Permittee's expense, unless hereafter specified. The State shall have no responsibility to provide any services not specifically set forth in writing herein. Permittee shall comply with all local and State building standards/codes in the installation or repair of any utilities including but not limited to electricity and plumbing. Permittee is responsible for keeping and maintaining the premises in a safe and clean condition, for the regular and prompt removal of garbage, rubbish, litter, snow and ice. Permittee shall be responsible for preventing damages to the plumbing system and premises caused by lack of heat or water damage from leaks.
13. Permittee is responsible to maintain the occupancy in compliance with any and all applicable local, State, and Federal laws, ordinances, codes, rules and regulations affecting the use of the property. Permittee shall not conduct or allow any use or activity on the premises inconsistent with law and shall not conduct or allow any use or activity on the premises which may require a permit or other approval by a government agency without having lawfully obtained such permit or approval.

14. The parties acknowledge that this instrument is not a lease but is merely a permit to occupy and use, and therefore a landlord-tenant relationship is not hereby created; and further, that since this is not a lease, Section 5-321 of the General Obligations Law does not apply to this permit to the extent permitted by law.
15. The State shall have no responsibility whatever for the loss or destruction of any improvements made by the Permittee or for personal property stored or being used on the premises.
16. This permit shall be renewed automatically for successive terms of one month each unless canceled by either party. Cancellation by the State requires thirty (30) days written notice, except for cause, in which event cancellation can be effected on ten (10) days written notice. Permittee may cancel this permit by giving thirty (30) days written notice.
17. Permittee shall not sublet the premises nor assign or transfer the permit to any other parties in part or in whole without the prior written consent of the State. Failure to comply with this provision may result in ten (10) days written notice of cancellation of the permit by the State, and the State may immediately take possession and terminate all rights of the Permittee as of such moment.
18. It is understood and agreed by and between the parties that the Permittee will ( ) will not (X) be entitled to any relocation benefits provided under State and Federal law.
19. Permittee agrees and understands that the State is under no obligation to sell the property to the Permittee and that no commitment, express or implied, is made by the State to give the Permittee any preemptive right of purchase.
20. In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the permittee will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. Neither shall the Permittee discriminate in the use of this premises or any access thereto if such premises is used as a public accommodation or in connection with a public service.
21. The Permittee for his/her self, and/or the Permittee's personal representatives, successors in interest, and assigns as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land, that in the event improvements are made over or under such land and the furnishing of services thereon and/or facilities are constructed, maintained, or otherwise operated on the said property described in Item 1 of this permit for a purpose for which a New York State Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the Permittee shall construct such improvements and maintain and operate such facilities and services such that (1) no person on the ground of race, color, or national origin, sex, age, and disability/handicap, shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin, sex, age, and disability/handicap, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Permittee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964; and to Title 23 Code of Federal Regulations, Part 200, Title VI Program and Related Statutes - Implementation and Review Procedures; and further as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, the State shall have the right to terminate the permit and to re-enter and repossess said land and the facilities thereon, and hold the same as if said permit had never been made or issued.

22. Permittee hereby agrees to indemnify and save harmless the State from any claim or loss including legal expenses by reason of the use or misuse of the premises under this permit and/or from any claim or loss by reason of any accident or damage to any person or property being on said premises, caused by Permittee, its employees, agents or invitees.
23. If any of the provisions of this permit are held invalid, such invalidity shall not affect or impair other provisions herein which can be given effect without the invalid provisions, and to this end the provisions of this permit are severable.
24. This permit shall not be effective unless accepted and approved in writing by the State.
25. Additional provisions to permit: See Pages 6

**ACCEPTANCE:**

In consideration of the granting of the permit, the undersigned accepts all of the above terms, conditions and provisions.

**CITY OF KINGSTON**

Soc. Sec. No.: \_\_\_\_\_

By: \_\_\_\_\_

Fed. I.D. No.: 14-6002267

Steven T. Noble

Print Name

Title: \_\_\_\_\_

Mayor

STATE OF NEW YORK )

SS:

COUNTY OF Ulster )

**For Corporate Acknowledgments**

On the 30 day of June, in the year 2017, before me, the undersigned, personally appeared STEVEN T. NOBLE, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

JANET K. HIGGINS  
Notary Public, State of New York

Janet K. Higgins  
(Notary Public)

RECOMMENDED: \_\_\_\_\_ Date \_\_\_\_\_  
Regional Real Estate Officer

ACCEPTED AND APPROVED: Commissioner of Transportation for the People of the State of New York

By: \_\_\_\_\_ Date \_\_\_\_\_  
Director, Office of Right of Way



RIDER TO USE AND OCCUPANCY PERMIT NO. 81542

26. A Highway Work Permit must be obtained, in advance, for each entry on NYS right-of-way for the purpose of erection, removal, modification, repair, replacement, or maintenance of any surface and subsurface improvement. Before a Highway Work Permit is issued, the Regional Permit Engineer is required to assure himself that the individual(s) proposing to perform work within the right-of-way has the expertise and equipment necessary to complete the work in a professional manner so as not to present a potential hazard to the public or subject New York State right-of-way to potential damage. The Permittee is responsible for the payment of any fees required to provide insurance coverage necessary in conjunction with the issuance of the Highway Work Permit. This Use and Occupancy Permit is immediately revocable if any stipulations and/or requirements listed in the Highway Work Permit are not adhered to by the Permittee, his agents, employees, contractors, or subcontractors.

The Permittee, on behalf of himself, his agents, employees, contractors, or subcontractors, assumes all risk in the construction, reconstruction, repair, maintenance (where certain maintenance obligations are the responsibility of the Permittee under the terms of this permit), operation and use of the permit area and shall be solely responsible and answerable in damages for any and all accidents and injuries to person(s) or property, including death, and hereby covenants and agrees to indemnify and hold harmless the State from all claims, suits, actions damages and costs of any nature and description arising out of, or related to, the construction, reconstruction, repair, maintenance (where certain maintenance obligations are the responsibility of the Permittee under the terms of this permit), operation and use of the permit area. The Permittee agrees, upon request to do so, to assume the defense and to defend at his/her own cost and expense any action brought at any time against the State of New York in connection with any such claims, suits, and actions.

27. In the event of cancellation of this Permit by either party, Permittee may be required to remove any/all improvements to the permit area which have been placed there by the Permittee, at his own expense, within thirty (30) days, and restore the area to its pre-permit condition.
28. The State is not liable for expenses incurred by the permittee which may occur as a result of construction, maintenance, or use of the permit area for highway purposes.
29. Permittee agrees and understand that no trees, shrubs, landscaping, or other naturally occurring flora may be removed or disturbed in any fashion without prior approval from the Department of Transportation.
30. Permittee understands that the property included in this agreement is an estimate based on Department of Transportation right-of-way record plans and contract data; surveys, site plans, and other documentation submitted by the Permittee, if any, and public records. It is also understood that unless otherwise indicated, the Department of Transportation has not performed a survey for the purpose of precisely determining the extent of any highway encroachment by the Permittee.

Both parties hereby agree that in the event the permit area is determined to be incorrectly identified or calculated, rental adjustments, credits, or refunds, by either the Department or the Permittee, will not predate the term of this Permit.

31. Permittee agrees that acceptance by the State of any payment that is less than the permit fee indicated in this agreement or any subsequent fee update is a partial payment only, insufficient to satisfy, and is not accepted by the State as satisfaction of, the Permittee's obligation to pay the entire fee, and any interest, penalties, and collection charges or assessments, in full and waives any right to assert otherwise.
32. Permittee is hereby given permission to sublet the property to a person or corporation owning or leasing a 128' dinner/recreational cruise vessel and other dinner/recreational cruise vessels. However, such permission is specifically conditioned upon the Permittee receiving, in return, therefore, no fees in excess of the fee being charged the Permittee under the provisions of condition No. 2.

**CITY OF KINGSTON**  
Office of Corporation Counsel

Steven T. Noble, Mayor



Barbara Graves-Poller, Corporation Counsel  
Matthew Jankowski, Asst. Corp. Counsel

April 10, 2025

President Andrea Shaut  
Common Council  
420 Broadway  
Kingston, NY 12401

RE: **Time Sensitive Communication**  
Renewal of Lease Agreement with Hudson River Cruises, Inc.

Dear President Shaut:

Attached herewith, please find a proposed lease renewal agreement for Hudson River Cruises, Inc. For nearly forty years Hudson River Cruises, Inc. has operated a recreational cruise vessel pursuant to a lease agreement with the City. The current term of the lease agreement has expired and needs to be renewed for a new five season term.

For the above reasons, I ask that this matter be put on the agenda for the April 16, 2025 Laws & Rules Meeting.

Please contact me if you have any questions or need additional information.

Sincerely,

  
Matthew M. Jankowski  
*Assistant Corporation Counsel*  
420 Broadway  
Kingston, New York 12401  
(845) 334-3947 (tel.)  
(845) 334-3959 (fax)  
[MJankowski@kingston-ny.gov](mailto:MJankowski@kingston-ny.gov)

**LAWS & RULES  
COMMITTEE REPORT**

DATE: \_\_\_\_\_

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper has a slight shadow on its right side, suggesting it's resting on a surface.

**Action Required:**

Unlisted Action

**Positive Declaration of Environmental Significance:**

<b><u>Committee Vote</u></b>	<b><u>YES</u></b>	<b><u>NO</u></b>
Michele Hirsch, Chairperson		
Sara Pasti, Ward 1		
Teryl Mickens, Ward 5		
Rennie Scott-Childress, Ward 3		
Robert Dennison, Ward 6		

RESOLUTION \_\_\_\_ of 2025

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON,  
NEW YORK, AUTHORIZING THE MAYOR TO EXECUTE A LEASE  
RENEWAL FOR THE BULKHEAD UNDER JUDGE LOUGHRAN  
BRIDGE

Sponsored By: Laws & Rules Committee:

**WHEREAS**, the City of Kingston believes it to be in the best interests of the City to renew the lease for the bulkhead under the Judge Loughran Bridge; and the New York State Department of Transportation has determined that the appropriate cost of said lease shall be \$5,125.00 per year;

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

**SECTION 1.** That the Mayor of the City of Kingston is authorized to enter into the attached agreement to renew the lease of the bulkhead under Judge Lawrence Bridge pursuant to the terms therein, for a term ending on September 30, 2029; and

**SECTION 2.** This agreement shall be retroactive to January 1, 2025; and

**SECTION 3.** This resolution shall take effect immediately.

Submitted to the Mayor this \_\_\_\_ day of \_\_\_\_\_, 2025

Approved by the Mayor this \_\_\_\_ day of \_\_\_\_\_, 2025

\_\_\_\_\_  
Elisa Tinti, City Clerk

\_\_\_\_\_  
Steven T. Noble, Mayor

Adopted by Council on \_\_\_\_\_, 2025

## LEASE AGREEMENT

Agreement made this \_\_\_\_ day of April, 2025, by and between The City of Kingston, a municipal corporation, with its municipal offices at City Hall, 420 Broadway, Kingston, New York 12401, hereinafter referred to as the "Lessor" and Hudson River Cruises and Events, Inc., a domestic corporation with its principal offices at 11 Isabella Street, Suite B, Charleston, South Carolina 29403 (mailing address PO Box 21360, Charleston, South Carolina 29413), hereinafter referred to as the "Lessee", provides as follows:

### WITNESSETH:

1. That the Lessor has agreed to LET, and hereby does LET, and the Lessee has agreed to TAKE, and hereby does TAKE, those certain shoreline premises situated in the City of Kingston, located beneath the Judge Loughran Bridge, as further described in New York State Department of Transportation Permit #81542 issued to the City of Kingston, attached hereto and made a part hereof as Exhibit "A".

2. Said premises are LET to the Lessee for the sole purpose and in connection with the operation of Lessee's 128' dinner/recreational cruise vessel, and all related uses.

3. The term of this lease shall be from March 15, 2025 to September 30, 2029. However, in the event that the Lessee ceases to use the property in connection with the operation of Lessee's 128' dinner/recreational cruise vessel as described in paragraph 2, the lease shall terminate and the Lessee shall vacate the premises and leave them in as good condition as they were in at the time of entry thereon by the Lessee.

4. Lessee shall pay a rental fee to the Lessor. Said rental fee shall be equal to the fee paid by the Lessor to the State of New York in each year, during the term of this lease. Lessee understands that the fee charged to the Lessor by the State of New York may periodically be

modified to reflect fair market value. Lessor agrees to notify Lessee in writing upon any modification of said fee by the State of New York. However, the Lessor's failure to notify the Lessee of any change in said fee shall not constitute a waiver of this provision and Lessee shall be responsible for said fee as modified by the State of New York.

5. The Lessee agrees that it will, at its own expense, at all times during the term of this lease, furnish electricity, refuse removal, and sewage removal. In the alternative, any services provided by the Lessor will be provided at the prevailing rate for said service. The Lessee agrees that it will, at its own expense, at all times during the term of this lease, maintain in force a policy of insurance written by one or more responsible insurance carriers which will insure the City against any liability for any injury to, or death of persons or loss or damage to their property occurring in or about the premises in the amount of One million (\$1,000,000) Dollars (combined property damage and/or bodily injury including death), single limit per occurrence, and name the People of the State of New York and the City of Kingston, as additional insured.

6. Lessee shall furnish both the State of New York Department of Transportation and the City of Kingston a certificate of insurance, with a thirty (30) day prior written notice of any cancellation or major change in the policy conditions. This lease shall be terminated if insurance is cancelled, modified or lapses. Failure of the Lessee to provide proof of insurance may, at the option of the Lessor, result in the termination of the lease agreement.

7. The Lessee shall indemnify, save and hold harmless the City from any and all liability, damages, expenses, causes of action, suits, claims, penalties or judgments arising from the injury to person or property, or from loss of life or property, sustained by anyone in or about

the leased premises, or any part thereof, or in or upon adjacent property or walkways of any and every nature and kind and from any matter or thing, except as otherwise provided herein.

8. Lessee will be responsible to the City for the acts and behavior of its crew, guests and others present upon the rental premises. Slips, moorings, and launch services are occupied and used at the sole risk of the Lessee, its guests, agents and servants.

9. Lessee will operate its boats with due care for the safety of other boats, property and persons and will be responsible for damages and injuries which it, its patrons, guests, agents or servants, may cause to other persons, boats, or property in or about the rental premises.

10. It shall be the responsibility of the Lessee to provide insurance covering theft, fire, and other casualty which may occur at the rental premises. The City shall in no way be responsible for theft, fire, and/or casualty to said boat.

11. It is expressly agreed by the Lessee that the City is not in any way an insurer of the Lessee's property, or its patrons, invitees, employees or agents. The City shall not be liable for personal injury, loss of life, loss of property, or property damage to any boat, motor, and accessories, or contents thereof, due to fire, theft, vandalism, collision, marina equipment failure, windstorm, rain, hurricane, or other casualty loss, or the negligence of the marina, its employees and agents.

12. The Lessee shall not assign this lease or any interest therein, or sublet the premises or any part thereof, other than slip rentals, or license the use of all or any portion of the premises without first obtaining the written consent of the City. The assignment, subletting or licensing of this lease, except as otherwise provided herein, without such prior written consent shall, at the option of the City, terminate this lease.

13. If the Lessee shall fail to promptly perform any condition, term, or agreement contained in this lease, or if the Lessee breaches any obligation under this lease, then, in any such event, the Lessee shall be deemed to be in default and the City may without further notice terminate this lease.

14. Lessee understands that the State of New York, pursuant to Permit #81542, has the right to cancel said permit by thirty (30) days written notice to the Lessor, except for cause, in which event the State of New York may cancel said permit on ten (10) days written notice. Cancellation of Permit #81542 by New York State shall terminate the lease agreement as of the effective date of cancellation of Permit #81542 as determined by New York State.

15. In the event of the cancellation of Permit #81542, Lessor shall notify Lessee in writing of the effective date of cancellation and Lessee will vacate the premises by said cancellation date.

16. In the event the Lessor receives a full or partial refund of the permit fee paid to the State of New York, Lessor will refund same to Lessee. However, in the event the Lessor does not receive a full or partial refund from the State of New York, Lessor will not be required to refund any portion of the rental fee paid by the Lessee.

17. This lease may be modified or amended only in writing duly authorized and executed by both the Lessor and the Lessee. It may not be amended or modified by oral agreements or understandings between the parties, unless the same shall be reduced to writing, duly authorized and executed by both the Lessor and the Lessee.

18. This agreement shall be governed by, construed and enforced in accordance with the laws of the State of New York. The parties hereto agree that Ulster County shall be



designated as the venue for any action, proceeding or dispute arising out of or from this agreement.

In Witness Whereof the parties have affixed their hands and seals this \_\_\_\_ day of April, 2025.

CITY OF KINGSTON

By: \_\_\_\_\_  
Steven Noble, Mayor

HUDSON RIVER CRUISES, INC.

By: \_\_\_\_\_

STATE OF NEW YORK        )  
  ) SS.:  
COUNTY OF ULSTER        )

On the \_\_\_\_ day of \_\_\_\_\_, in the year 2025, before me the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK        )  
  ) SS.:  
COUNTY OF ULSTER        )

On the \_\_\_\_ day of \_\_\_\_\_, in the year 2025, before me the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

## LEASE AGREEMENT

Agreement made this 12<sup>th</sup> day of July, 2019, by and between **The City of Kingston**, a municipal corporation, with its municipal offices at City Hall, 420 Broadway, Kingston, New York 12401, hereinafter referred to as the "Lessor" and **Hudson River Cruises and Events, Inc.**, a domestic corporation with its principal offices at 11 Isabella Street, Suite B, Charleston, South Carolina 29403 (mailing address PO Box 21360, Charleston, South Carolina 29413), hereinafter referred to as the "Lessee", provides as follows:

### W I T N E S S E T H :

1. That the Lessor has agreed to LET, and hereby does LET, and the Lessee has agreed to TAKE, and hereby does TAKE, those certain shoreline premises situated in the City of Kingston, located beneath the Judge Loughran Bridge, as further described in New York State Department of Transportation Permit #81542 issued to the City of Kingston, attached hereto and made a part hereof as Exhibit "A".

2. Said premises are LET to the Lessee for the sole purpose and in connection with the operation of Lessee's 128' dinner/recreational cruise vessel, and all related uses.

3. The term of this lease shall be from March 15, 2020 to September 30, 2024. However, in the event that the Lessee ceases to use the property in connection with the operation of Lessee's 128' dinner/recreational cruise vessel as described in paragraph 2, the lease shall terminate and the Lessee shall vacate the premises and leave them in as good condition as they were in at the time of entry thereon by the Lessee.

4. Lessee shall pay a rental fee to the Lessor. Said rental fee shall be equal to the fee paid by the Lessor to the State of New York in each year during the term of this lease. Lessee understands that the fee charged to the Lessor by the State of New York may periodically be

modified to reflect fair market value. Lessor agrees to notify Lessee in writing upon any modification of said fee by the State of New York. However, the Lessor's failure to notify the Lessee of any change in said fee shall not constitute a waiver of this provision and Lessee shall be responsible for said fee as modified by the State of New York.

5. The Lessee agrees that it will, at its own expense, at all times during the term of this lease, furnish electricity, refuse removal, and sewage removal. In the alternative, any services provided by the Lessor will be provided at the prevailing rate for said service. The Lessee agrees that it will, at its own expense, at all times during the term of this lease, maintain in force a policy of insurance written by one or more responsible insurance carriers which will insure the City against any liability for any injury to, or death of persons or loss or damage to their property occurring in or about the premises in the amount of One million (\$1,000,000) Dollars (combined property damage and/or bodily injury including death), single limit per occurrence, and name the People of the State of New York and the City of Kingston, as additional insured.

6. Lessee shall furnish both the State of New York Department of Transportation and the City of Kingston a certificate of insurance, with a thirty (30) day prior written notice of any cancellation or major change in the policy conditions. This lease shall be terminated if insurance is cancelled, modified or lapses. Failure of the Lessee to provide proof of insurance may, at the option of the Lessor, result in the termination of the lease agreement.

7. The Lessee shall indemnify, save and hold harmless the City from any and all liability, damages, expenses, causes of action, suits, claims, penalties or judgments arising from the injury to person or property, or from loss of life or property, sustained by anyone in or about the leased premises, or any part thereof, or in or upon adjacent property or walkways of any and every nature and kind and from any matter or thing, except as otherwise provided herein.

8. Lessee will be responsible to the City for the acts and behavior of its crew, guests and others present upon the rental premises. Slips, moorings, and launch services are occupied and used at the sole risk of the Lessee, its guests, agents and servants.

9. Lessee will operate its boats with due care for safety of other boats, property and persons and will be responsible for damages and injuries which it, its patrons, guests, agents or servants, may cause to other persons, boats, or property in or about the rental premises.

10. It shall be the responsibility of the Lessee to provide insurance covering theft, fire, and other casualty which may occur at the rental premises. The City shall in no way be responsible for theft, fire, and/or casualty to said boat.

11. It is expressly agreed by the Lessee that the City is not in any way an insurer of the Lessee's property, or its patrons, invitees, employees or agents. The City shall not be liable for personal injury, loss of life, loss of property, or property damage to any boat, motor, and accessories, or contents thereof, due to fire, theft, vandalism, collision, marina equipment failure, windstorm, rain, hurricane, or other casualty loss, or the negligence of the marina, its employees and agents.

12. The Lessee shall not assign this lease or any interest therein, or sublet the premises or any part thereof, other than slip rentals, or license the use of all or any portion of the premises without first obtaining the written consent of the City. The assignment, subletting or licensing of this lease, except as otherwise provided herein, without such prior written consent shall, at the option of the City, terminate this lease.

13. If the Lessee shall fail to promptly perform any condition, term, or agreement contained in this lease, or if the Lessee breaches any obligation under this lease, then, in any such event, the Lessee shall be deemed to be in default and the City may without further notice

terminate this lease.

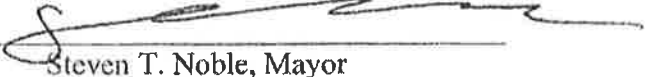
14. Lessee understands that the State of New York, pursuant to Permit #81542, has the right to cancel said permit by thirty (30) days written notice to the Lessor, except for cause, in which event the State of New York may cancel said permit on ten (10) days written notice. Cancellation of Permit #81542 by New York State shall terminate the lease agreement as of the effective date of cancellation of Permit #81542 as determined by New York State.

15. In the event of the cancellation of Permit #81542, Lessor shall notify Lessee in writing of the effective date of cancellation and Lessee will vacate the premises by said cancellation date.

16. In the event the Lessor receives a full or partial refund of the permit fee paid to the State of New York, Lessor will refund same to Lessee. However, in the event the Lessor does not receive a full or partial refund from the State of New York, Lessor will not be required to refund any portion of the rental fee paid by the Lessee.

17. This lease may be modified or amended only in writing duly authorized and executed by both the Lessor and the Lessee. It may not be amended or modified by oral agreements or understandings between the parties, unless the same shall be reduced to writing, duly authorized and executed by both the Lessor and the Lessee.

CITY OF KINGSTON

By:   
Steven T. Noble, Mayor

HUDSON RIVER CRUISES AND  
EVENTS, INC.

By:   
Robert Scribner, President

State of New York

SS.:

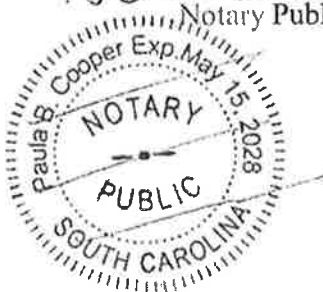
County of Ulster

On this <sup>26<sup>th</sup></sup> ~~12<sup>th</sup>~~ day of July, 2019, before me the undersigned, a Notary Public in and for said State, personally appeared **Steven T. Noble**, Mayor of the City of Kingston, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

*Janet K. Higgins*

JANET K. HIGGINS  
Notary Public, State of New York  
No. 01HI4283885  
Qualified in Ulster County  
Commission Expires Sept. 30, 20 21

*Paula B. Cooper*  
Notary Public



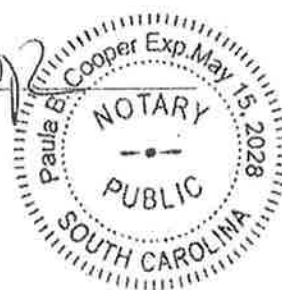
State of South Carolina

SS.:

County of Charleston

On this 12<sup>th</sup> day of July, 2019, before me the undersigned, a Notary Public in and for said State, personally appeared **Robert Scribner**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

*Paula Cooper*  
Notary Public



**NEW YORK STATE DEPARTMENT OF TRANSPORTATION  
OFFICE OF RIGHT OF WAY  
PERMIT FOR USE OF STATE-OWNED PROPERTY**

PIN: **8139.00.223 (closed)**Permit Account No: **81542**Revenue Assigned PIN **8141.01.223**Property Location: **North shoreline under Route 9W bridge**Project: **SH 5599, City of Kingston, North-South Arterial**Map No(s): **1T**Parcel No(s): **1 (portion of)**County: **Ulster**

Town:

City/Village: **Kingston**THIS PERMIT, made this 30 day of Jun, 2017 between:

**City of Kingston  
420 Broadway  
Kingston, NY 12401**

hereinafter referred to as "Permittee", and the COMMISSIONER OF TRANSPORTATION FOR THE PEOPLE OF THE STATE OF NEW YORK, hereinafter referred to as "the State",

**WITNESSETH:**

**WHEREAS** the State is the owner of the above identified property, hereinafter referred to as "property" or as "premises"; and

**WHEREAS** the Permittee wishes to use and occupy said property;

NOW, THEREFORE, the State hereby grants this permit to the Permittee, subject to the following covenants and conditions:

1. The property covered by this permit shall be used only for the purpose of:  
**131± linear feet of Rondout Creek shoreline for vessel mooring as indicated on Page 7 and for no other purpose whatsoever.**
2. The fee to be charged shall be: **\$5,125.00 per year** beginning **5/01/2017**.
3. Payment of fee is due on the first of the month unless otherwise stated. Fee must be paid by check, bank cashier's check or money order payable to "Department of Transportation" and mailed or delivered to:  

New York State Department of Transportation  
Revenue Unit, POD 5-2  
50 Wolf Road  
Albany, NY 12232
4. The Permittee understands and agrees that if the full amount of the fee as stated herein is not paid within thirty (30) days from the date billed as indicated on the billing invoice, interest penalties and collection fees will be imposed under the provisions of Section 18 of State Finance Law.
5. The Permittee understands and agrees that the fee charged by the State may periodically be updated to reflect fair market value and the Permittee will enter into a new permit for the new fee if the permittee wishes to remain in occupancy. Failure to execute a new permit will require Permittee to immediately vacate the premises.

6. The Permittee acknowledges the State's right to collect a security deposit. This sum will be retained as security to ensure faithful performance of the permit and compliance with all terms by the Permittee. The State hereby acknowledges receipt of \$ N/A received on \_\_\_\_\_ by \_\_\_\_\_.

7. This permit supersedes the permit numbered 81542 issued to City of Kingston in the amount of \$5,000.00 per year and approved by the Director, Real Estate Division on 10/12/2010.

8. Permittee, at the Permittee's expense and for the term of the permit, shall furnish and show evidence of General Liability Insurance coverage issued by an insurance carrier licensed to do business in the State of New York for the protection of the State of New York and Permittee against any claims, suits, demands or judgments by reason of bodily injury, including death, and for any claims resulting in property damage occurring on or in proximity to the permit area.

Such General Liability Insurance shall be in the amount no less than \$2 Million (two million dollars) combined property damage and/or bodily injury, including death) single limit per occurrence, and shall name the People of the State of New York as an additional insured.

The Permittee will furnish the State with a certificate of insurance, with a thirty (30) days prior written notice of any cancellation or major change in the policy conditions. The Permit shall be voided if insurance is canceled, modified or lapses.

Approval of this permit shall be contingent upon receipt, by the State, of a copy of a properly executed insurance certificate.

9. Permittee is responsible for any repairs, improvements or maintenance work of any kind on the property at Permittee's expense. The State may, at any time, periodically inspect the premises to determine whether same is in good repair and maintenance, structurally sound, and that no unsafe, hazardous, unsanitary, or defective conditions exist.
10. Permittee hereby agrees to admit State representatives and prospective purchasers or Permittees to examine these premises during reasonable business hours.
11. Permittee shall not place or store, or allow others to place or store, any flammable, explosive, hazardous, toxic or corrosive materials, debris of any description, garbage or any materials commonly referred to as "junk" within the permit area, except fuel kept in the fuel tanks of legally parked vehicles allowed under the terms of this permit. Failure to comply with this provision may result in a ten (10) days written notice of cancellation of the permit in accordance with Provision 16 of the permit. The Permittee is responsible for the removal of these materials and/or all expenses incurred in their removal.
12. All arrangements of services for utilities, removal of garbage, rubbish, litter, snow and ice will be made by the Permittee at the Permittee's expense, unless hereafter specified. The State shall have no responsibility to provide any services not specifically set forth in writing herein. Permittee shall comply with all local and State building standards/codes in the installation or repair of any utilities including but not limited to electricity and plumbing. Permittee is responsible for keeping and maintaining the premises in a safe and clean condition, for the regular and prompt removal of garbage, rubbish, litter, snow and ice. Permittee shall be responsible for preventing damages to the plumbing system and premises caused by lack of heat or water damage from leaks.
13. Permittee is responsible to maintain the occupancy in compliance with any and all applicable local, State, and Federal laws, ordinances, codes, rules and regulations affecting the use of the property. Permittee shall not conduct or allow any use or activity on the premises inconsistent with law and shall not conduct or allow any use or activity on the premises which may require a permit or other approval by a government agency without having lawfully obtained such permit or approval.



14. The parties acknowledge that this instrument is not a lease but is merely a permit to occupy and use, and therefore a landlord-tenant relationship is not hereby created; and further, that since this is not a lease, Section 5-321 of the General Obligations Law does not apply to this permit to the extent permitted by law.
15. The State shall have no responsibility whatever for the loss or destruction of any improvements made by the Permittee or for personal property stored or being used on the premises.
16. This permit shall be renewed automatically for successive terms of one month each unless canceled by either party. Cancellation by the State requires thirty (30) days written notice, except for cause, in which event cancellation can be effected on ten (10) days written notice. Permittee may cancel this permit by giving thirty (30) days written notice.
17. Permittee shall not sublet the premises nor assign or transfer the permit to any other parties in part or in whole without the prior written consent of the State. Failure to comply with this provision may result in ten (10) days written notice of cancellation of the permit by the State, and the State may immediately take possession and terminate all rights of the Permittee as of such moment.
18. It is understood and agreed by and between the parties that the Permittee will ( ) will not (X) be entitled to any relocation benefits provided under State and Federal law.
19. Permittee agrees and understands that the State is under no obligation to sell the property to the Permittee and that no commitment, express or implied, is made by the State to give the Permittee any preemptive right of purchase.
20. In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the permittee will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. Neither shall the Permittee discriminate in the use of this premises or any access thereto if such premises is used as a public accommodation or in connection with a public service.
21. The Permittee for his/her self, and/or the Permittee's personal representatives, successors in interest, and assigns as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land, that in the event improvements are made over or under such land and the furnishing of services thereon and/or facilities are constructed, maintained, or otherwise operated on the said property described in Item 1 of this permit for a purpose for which a New York State Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the Permittee shall construct such improvements and maintain and operate such facilities and services such that (1) no person on the ground of race, color, or national origin, sex, age, and disability/handicap, shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin, sex, age, and disability/handicap, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Permittee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964; and to Title 23 Code of Federal Regulations, Part 200, Title VI Program and Related Statutes - Implementation and Review Procedures; and further as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, the State shall have the right to terminate the permit and to re-enter and repossess said land and the facilities thereon, and hold the same as if said permit had never been made or issued.

22. Permittee hereby agrees to indemnify and save harmless the State from any claim or loss including legal expenses by reason of the use of misuse of the premises under this permit and/or from any claim or loss by reason of any accident or damage to any person or property being on said premises, caused by Permittee, its employees, agents or invitees.
23. If any of the provisions of this permit are held invalid, such invalidity shall not affect or impair other provisions herein which can be given effect without the invalid provisions, and to this end the provisions of this permit are severable.
24. This permit shall not be effective unless accepted and approved in writing by the State.
25. Additional provisions to permit: See Pages 6

**ACCEPTANCE:**

In consideration of the granting of the permit, the undersigned accepts all of the above terms, conditions and provisions.

**CITY OF KINGSTON**

Soc. Sec. No.: \_\_\_\_\_

By: \_\_\_\_\_

Fed. I.D. No.: 14-6002267

Steven T. Noble

Print Name

Title: \_\_\_\_\_

Mayor

STATE OF NEW YORK )

) SS:

COUNTY OF Ulster )

**For Corporate Acknowledgments**

On the 30 day of June, in the year 2017, before me, the undersigned, personally appeared STEVEN T. NOBLE, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

JANET K. HIGGINS  
Notary Public for the State of New York

Janet K. Higgins  
(Notary Public)

RECOMMENDED: \_\_\_\_\_ Date \_\_\_\_\_  
Regional Real Estate Officer

ACCEPTED AND APPROVED: Commissioner of Transportation for the People of the State of New York

By: \_\_\_\_\_ Date \_\_\_\_\_  
Director, Office of Right of Way

RIDER TO USE AND OCCUPANCY PERMIT NO. 81542

26. A Highway Work Permit must be obtained, in advance, for each entry on NYS right-of-way for the purpose of erection, removal, modification, repair, replacement, or maintenance of any surface and subsurface improvement. Before a Highway Work Permit is issued, the Regional Permit Engineer is required to assure himself that the individual(s) proposing to perform work within the right-of-way has the expertise and equipment necessary to complete the work in a professional manner so as not to present a potential hazard to the public or subject New York State right-of-way to potential damage. The Permittee is responsible for the payment of any fees required to provide insurance coverage necessary in conjunction with the issuance of the Highway Work Permit. This Use and Occupancy Permit is immediately revocable if any stipulations and/or requirements listed in the Highway Work Permit are not adhered to by the Permittee, his agents, employees, contractors, or subcontractors.

The Permittee, on behalf of himself, his agents, employees, contractors, or subcontractors, assumes all risk in the construction, reconstruction, repair, maintenance (where certain maintenance obligations are the responsibility of the Permittee under the terms of this permit), operation and use of the permit area and shall be solely responsible and answerable in damages for any and all accidents and injuries to person(s) or property, including death, and hereby covenants and agrees to indemnify and hold harmless the State from all claims, suits, actions damages and costs of any nature and description arising out of, or related to, the construction, reconstruction, repair, maintenance (where certain maintenance obligations are the responsibility of the Permittee under the terms of this permit), operation and use of the permit area. The Permittee agrees, upon request to do so, to assume the defense and to defend at his/her own cost and expense any action brought at any time against the State of New York in connection with any such claims, suits, and actions.

27. In the event of cancellation of this Permit by either party, Permittee may be required to remove any/all improvements to the permit area which have been placed there by the Permittee, at his own expense, within thirty (30) days, and restore the area to its pre-permit condition.
28. The State is not liable for expenses incurred by the permittee which may occur as a result of construction, maintenance, or use of the permit area for highway purposes.
29. Permittee agrees and understand that no trees, shrubs, landscaping, or other naturally occurring flora may be removed or disturbed in any fashion without prior approval from the Department of Transportation.
30. Permittee understands that the property included in this agreement is an estimate based on Department of Transportation right-of-way record plans and contract data; surveys, site plans, and other documentation submitted by the Permittee, if any, and public records. It is also understood that unless otherwise indicated, the Department of Transportation has not performed a survey for the purpose of precisely determining the extent of any highway encroachment by the Permittee.

Both parties hereby agree that in the event the permit area is determined to be incorrectly identified or calculated, rental adjustments, credits, or refunds, by either the Department or the Permittee, will not predate the term of this Permit.

31. Permittee agrees that acceptance by the State of any payment that is less than the permit fee indicated in this agreement or any subsequent fee update is a partial payment only, insufficient to satisfy, and is not accepted by the State as satisfaction of, the Permittee's obligation to pay the entire fee, and any interest, penalties, and collection charges or assessments, in full and waives any right to assert otherwise.
32. Permittee is hereby given permission to sublet the property to a person or corporation owning or leasing a 128' dinner/recreational cruise vessel and other dinner/recreational cruise vessels. However, such permission is specifically conditioned upon the Permittee receiving, in return, therefore, no fees in excess of the fee being charged the Permittee under the provisions of condition No. 2.

**April 2025 Laws & Rules Committee Meeting**  
**Wednesday, April 16th, at 6:30 PM.**

1. Kingston Point Park Phase 2 - J. Noble
2. Standard Workday Retirement - E. Tinti
3. Food truck legislation - Alderwoman Edwards
4. Hudson River Cruises Lease- M. Jankowski

**Old Business**

1. Resolution 54- Review referral responses- set public hearing

## **OLD BUSINESS**

# REFERRAL RESPONSE



## ULSTER COUNTY PLANNING BOARD

General Municipal Law of New York State

Article 12B

Sections 239-1 and 239-m

Referral Number

2025044

Municipality

Kingston City

Local File Number

Resolution  
54 of 2025

Referring Agency

Local Governing Body

Type of Referral

Zoning Statute Amendment

Name of Applicant

City of Kingston

Name of Project

Resolution 54 of 2025

Project Location

City Wide

Description

Miscellaneous Updates from Zoning Working Group

UCPB Decision

No County Impact

See Attachments

☐

Referral Officer

Representing the Ulster County Planning Board

Date Received

3/21/2025

Date Reviewed

4/2/2025

Form Date

4/3/2025

Status

Reviewed

# FINAL ACTION REPORT FORM

Per GML 239-m and -n FINAL ACTION REPORTS ARE  
REQUIRED TO BE SUBMITTED WITHIN THIRTY DAYS  
AFTER FILING

Complete the local agency final action box, add the local file  
number, include any required submittals, and sign the form



**Name of Project:** Resolution 54 of 2025

**Referral Number:** 2025044

**UCPB Decision:** No County Impact

## Local Agency Final Action:

☒ Approve ☐ Disapprove

**Member Vote:** Yes: ☐ No: ☐

☒ County Planning Board Decision -  
Reviewed no County Impact

☐ Concurs with County Planning Board  
Modifications or Disapproval

☐ Contrary to County Planning Board  
Modifications or Disapproval (see  
required submittals if checked)

## Required Submittals:

Within thirty days after final action, the referring body must file a report of the final action it has taken with the UCPB. A referring body that acts contrary to a recommendation of modifications or disapproval of a proposed action shall set forth the reasons for the contrary action in such report attached to this form.

**Local File Number:** Resolution 54 of 2025

**Municipality:** Kingston City

**Referring Agency:** Local Governing Body

**Type of Referral:** Zoning Statute Amendment

**Name of Applicant:** City of Kingston

**Project Location:** City Wide

**Description:** Miscellaneous Updates from Zoning Working Group

☐ Required Submittals Attached

☐ Resolution Attached

**Local Officer:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## ~ For Ulster County Planning Board Use Only ~

### Local Board Decision:

**Original Date Received:** 3/21/2025

**Original Review Date:** 4/2/2025

**Final Action Date Received:**

**Status:** Reviewed

### Return Form to:

Referral Officer  
Ulster County Planning Board  
Box 1800 Kingston, N.Y. 12402

Need Help? Telephone: 340-3340



## **RESOLUTION 54 OF 2025**

### **RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK, REFERRING AMENDMENTS TO THE KINGSTON FORWARD FORM BASED CODE FOR REVIEW TO THE CITY OF KINGSTON PLANNING BOARD, ULSTER COUNTY PLANNING BOARD, AND THE HISTORIC LANDMARKS PRESERVATION COMMISSION AND SETTING A PUBLIC HEARING**

Sponsored By: Laws & Rules Committee: Alderman Hirsch, Pasti,  
Dennison, Mickens

**WHEREAS**, under Resolution 138 of 2023, the City of Kingston Common Council adopted a form-based zoning code, to describe the desired form and character for future improvements and preservation throughout the City called Kingston Forward; and

**WHEREAS**, also under Resolution 138 of 2023, the City of Kingston Common Council directed the creation of a Zoning Working Group to ensure the zoning code is meeting its intent and purpose and that it aligns with the City's comprehensive plan; and

**WHEREAS**, the Zoning Working Group has submitted to the Common Council proposed amendments; and **WHEREAS**, § 405.8 M of the Kingston City Code requires zoning amendments to be referred to the Planning Board, the Historic Landmarks Preservation Commission ("HLPC"), and the Ulster County Planning Board and requires the Laws & Rules Committee to set a public hearing prior to the final action of adoption

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

**SECTION 1.** That the Kingston Common Council refers the affixed draft amendments to the Planning Board and asks the Planning Board to provide a final report within 45 days in accordance with § 405.8 M.

**SECTION 2.** That the Kingston Common Council refers the draft amendments to the HLPC and asks the HLPC to provide a final report within 30 days in accordance with § 405.8 M.

**SECTION 3.** That the Kingston Common Council refers the draft Kingston Forward form-based code to the County Planning Board and asks the Planning Board to provide a final report within 30 days in accordance with § 405.8 M.

**SECTION 4.** That the Kingston Common Council sets a public hearing date and a public comment period that shall be open for no less than thirty days.

**SECTION 5.** That this resolution shall take effect immediately

Submitted to the Mayor this 2<sup>nd</sup> day of  
April, 2025

Approved by the Mayor this 2<sup>nd</sup> day of  
April, 2025

  
Adopted by Council on April 1, 2025



THE CITY OF KINGSTON COMMON COUNCIL

LAWS & RULES  
COMMITTEE REPORT

DEPARTMENT: HOUSING INITIATIVES

DATE: \_\_\_\_\_

Description:

**RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK, REFERRING AMENDMENTS TO THE KINGSTON FORWARD FORM BASED CODE FOR REVIEW TO THE CITY OF KINGSTON PLANNING BOARD, ULSTER COUNTY PLANNING BOARD, AND THE HISTORIC LANDMARK PRESERVATION COMMISSION AND SETTING A PUBLIC HEARING SCHEDULE**

Signature \_\_\_\_\_

Motion by SP

Seconded by TM

Action Required: \_\_\_\_\_

SEQRA Decision:

Type I Action \_\_\_\_\_

Type II Action \_\_\_\_\_

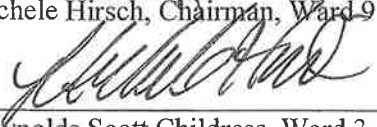
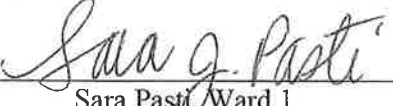
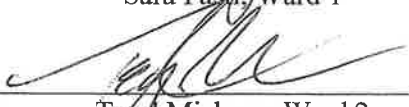

Unlisted Action \_\_\_\_\_

Negative Declaration of Environmental Significance: \_\_\_\_\_

Conditioned Negative Declaration: \_\_\_\_\_

Seek Lead Agency Status: \_\_\_\_\_

Positive Declaration of Environmental Significance: \_\_\_\_\_

<u>Committee Vote</u>	<u>YES</u>	<u>NO</u>
Michele Hirsch, Chairman, Ward 9 	✓	
Reynolds Scott Childress, Ward 3 	✓	
Sara Pasti, Ward 1 	✓	
Teryl Mickens, Ward 2 	✓	
Robert Dennison, Ward 6		

2  
RESOLUTION \_\_\_\_ of 2025

L+R

**RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK, REFERRING AMENDMENTS TO THE KINGSTON FORWARD FORM BASED CODE FOR REVIEW TO THE CITY OF KINGSTON PLANNING BOARD, ULSTER COUNTY PLANNING BOARD, AND THE HISTORIC LANDMARKS PRESERVATION COMMISSION AND SETTING A PUBLIC HEARING SCHEDULE**

Sponsored by:

**WHEREAS**, under Resolution 138 of 2023, the City of Kingston Common Council adopted a form-based zoning code, to describe the desired form and character for future improvements and preservation throughout the City called Kingston Forward; and

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**WHEREAS**, the Zoning Working Group has submitted to the Common Council proposed amendments; and

**WHEREAS**, § 405.8 M of the Kingston City Code requires zoning amendments to be referred to the Planning Board, the Historic Landmarks Preservation Commission ("HLPC"), and the Ulster County Planning Board and requires the Laws & Rules Committee to set a public hearing prior to the final action of adoption.

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

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**SECTION 4:** That the Kingston Common Council sets a public hearing date and a public comment period that shall be open for no less than thirty days.

**SECTION 5.** That this resolution shall take effect immediately.

Submitted to the Mayor this \_\_\_\_\_ day  
of \_\_\_\_\_ 2025

\_\_\_\_\_  
Elisa Tinti, City Clerk

Approved by the Mayor this \_\_\_\_\_ day  
of \_\_\_\_\_ 2025

\_\_\_\_\_  
Steven T. Noble, Mayor

Adopted by Council on \_\_\_\_\_, 2025

## City of Kingston Zoning Working Group

### Amendment Suggestion 1 of 2025

#### Add New Section 405.21 Q Recreation Fee

- A. 1. In any development (including new buildings, substantial rehabilitation of existing structures, adaptive reuse or conversion of a nonresidential use to a residential use, or any combination of these elements) that includes seven or more overall rental or homeownership housing units, as a condition to the approval of the site plan, a recreation fee payment to the City of Kingston of a sum of money in an amount to be determined and set annually, by resolution of the Common Council, as part of the City's fee schedule Fees imposed pursuant to this article shall be paid prior to final site plan approval and shall be set aside in a fund to be used exclusively for park, playground or other recreational purposes, including acquisition of property for use as park or playgrounds.
- B. Any permanently affordable housing unit created in compliance with 405.19 shall be excluded from recreation fee calculations under 405.21 Q. For example, if a ten-unit residential project includes one affordable unit, that unit shall be excluded from recreation fee calculations.

#### Edit 405.19 Affordable Housing Incentives C 3(b.) to say:

~~With input from the Recreation Commission, the Planning Board may consider full compliance with affordable housing requirements as grounds to discount a project's Recreation Fee-In Lieu of Parkland in accordance with the provisions of §347. For the purposes of this discount, full compliance shall mean including affordable or workforce housing units as required by 405.19.A.1(a).~~

Any permanently affordable housing unit created in compliance with 405.19 shall be excluded from recreation fee calculations under 405.21 Q. For example, if a ten-unit residential project includes one affordable unit, that unit shall be excluded from recreation fee calculations.

#### Related Action: **Repeal Chapter 347 Site Plan Review – Reservation of Parkland; Fees in Lieu of Reservation**

~~§ 347-1 Planning Board may require parkland; findings:~~

~~A. The Planning Board may require that a subdivision or site plan containing residential units also contain a park, or parks, or playground suitably located for playground or other recreational purposes:~~

~~B. Before the Planning Board will require that land be reserved for park, playground or other recreational purposes, the Planning Board must make a finding that such requirement is warranted. Such a finding shall include an evaluation of the present and anticipated future needs for park and~~

recreational purposes in the City of Kingston based on the projected population growth to which the particular site plan and/or subdivision will contribute.

C. The Planning Board shall consult with the Parks and Recreation Department of the City of Kingston in order to assist in the formulation of the findings as referenced in Subsections A and B above.

#### § 347-2 Ownership of park area.

The ownership of a reservations for park purposes shall be clearly indicated on the site plan or subdivision and established in a manner satisfactory to the Planning Board so as to insure its proper future continuation and maintenance.

#### § 347-3 Cash payment in lieu of reservation.

Where the Planning Board makes a finding that the proposed subdivision or site plan presents a proper case for requiring a park or parks suitably located for playground or other recreational purposes, but that a suitable park or parks of adequate size cannot be properly located on such site plan or subdivision, the Planning Board may require, as a condition to the approval of the site plan or subdivision, a payment to the City of Kingston of a sum of money in an amount to be determined and set annually, by resolution of the Common Council. Fees imposed pursuant to this article shall be paid prior to final site plan or subdivision approval and shall be set aside in a fund to be used exclusively for park, playground or other recreational purposes, including acquisition of property for use as park or playgrounds.

#### § 347-4 Consulting fees.

A. The City of Kingston shall have the right to require an applicant who seeks to obtain a site plan or subdivision approval to deposit in escrow to cover the costs being incurred by the City of Kingston for all consultant services, including but not limited to engineering, planning and legal, as well clerical costs incurred in the processing and reviewing of such application.

B.

The Planning Board, in consultation with the applicant, shall compute the amount of the escrow to be posted with the City of Kingston. Such amount shall be reasonably related to the cost attendant to the City's review of the application. It is understood that the applicant is required only to reimburse and pay to the City of Kingston the fees actually expended by the City. Any such fees incurred by the City of Kingston must be reasonable and subject to all appropriate audit provisions of the City of Kingston with the explicit understanding that the applicant shall only pay at the rate for said services that the City pays for its own consulting services.

#### § 347-5 Applicability.

This article shall apply to all current and future applications for site plan or subdivision approval containing residential units.

**City of Kingston Zoning Working Group**

**Amendment 2 of 2025 – Organizational**

**Add to 405.17 Signage Standards**

[Table that summarizes signage types and transect allowances. As needed, make appropriate updates to Article 3 Transect Standards]

	T5MS	T5F	T5N	T4MS	T4N-O	T4N	T3N-O	T3N	T3L	T2C	T1N	SD-W/WMU	SD-C	SD-F
Wall Sign	X	X	X	X	X							X	X	X
Wall Mural Sign	X	X	X	X	X							X	X	X
Projecting Sign	X	X	X	X	X	X	X	X				X	X	X
Marquee Sign	X	X												
Hanging Sign	X	X	X	X	X	X	X	X				X	X	X
Awning Sign	X	X	X	X	X	X	X	X				X	X	X
Canopy Sign	X	X	X	X	X	X						X	X	X
Window Sign	X	X	X	X	X	X	X	X				X	X	X
Sidewalk Sign	X	X	X	X	X	X	X	X				X	X	X
Yard/Porch					X		X							



Roof Sign													X	
Freestanding Sign													X	X
Electronic Sign (See 405.17 I)	X	X		X	X							X	X	

**Add to 405.5.B. Transect District Dimensional Standards Summary**

[Add section for Accessory setbacks (rear, side)]

[illegible]

[illegible]

## City of Kingston Zoning Working Group

### Amendment Suggestion 3 of 2025

#### Edit Section 405.16 C d Off-Street Parking Standards

- a.—Accessibility. All vehicle parking lots and parking structures must conform with the ADA Standards for Accessible Design as mandated by the federal Americans with Disabilities Act (ADA), ~~Federal Americans with Disabilities Act (ADA)~~, and should conform to the Public Right-of-Way Accessibility Guidelines (PROWAG). ~~At least one accessible space shall be provided for all development with 4 or more units. If no on-site parking area is provided, required accessible parking may be located nearby on-street or in a common parking lot, as approved by the Planning Administrator (for minor site plans) or Planning Board.~~

City of Kingston Zoning Working Group

Amendment Suggestion 4 of 2024

Edit Section 405.6-405.9 Transect Standards

	T5MS	T5Flex	T5N	T4MS	T4N-O	T4N
First Floor Height	16' min  Historic districts: 16' corner min, mid-block contextual min	14'min  Historic districts: 14' corner min, mid-block contextual min	12' min	14' min  Historic districts: 14' corner min, mid-block contextual min	9'min	9' min

**ADD to 405.2 Definitions: CONTEXTUAL FIRST-FLOOR HEIGHT**

Measured as the smallest existing first floor height of buildings that are on adjacent lots, that are oriented to the same street as, and within 100' of the subject lot.

## City of Kingston Zoning Working Group

### Amendment Suggestion 5 of 2025

#### Edit Definition of Bed & Breakfast

An owner-occupied residential establishment where not more than five rooms are rented to transient nonpermanent guests, on a short-term basis, ~~staff or~~ owner-operator on the premises to check-in guests and available for support services. At least one prepared meal is made available to guests. See Sec 405.21.D.

**City of Kingston Zoning Working Group**

**Amendment Suggestion 6 of 2025**

**Edit Sec 405.21.C. Home Occupation**

No more than ~~20~~<sup>15</sup>% of the floor area of the principal building, and no more than 500 square feet of floor area of an accessory building, shall be devoted to the activity.

**Edit Sec 405.17 E Pedestrian-Oriented Sign Standards**

1. **Materials.** All permanent, on-premises signs ~~maybe may~~ be constructed of a rigid, weatherable material such as wood (painted or natural); metal (copper, brass, aluminum, galvanized steel); painted / engraved directly on façade surface; glass; neon; or hard plastic. Canvas may be used for awning material. Vinyl may be used for windows signs.

g. Window Signs		
Area (max)	25% of window area	<p>1. <b>Description.</b> A sign intended to be painted on, applied to, or displayed in, a storefront window or door area.</p> <p>2. <del>One Two</del> window signs <del>is are</del> permitted per shopfront <u>window</u>.</p> <p>3. A maximum of twenty-five percent (25%) of a window can be used for window signs.</p>
Quantity	24 per window	

[As needed, update Article 3 Transect Standards to Reflect Edit Made]

**b. Hanging Signs**

- ~~1. Signs must be stabilized so as not to swing.~~

**Edit Section 4017 J. Temporary signs**

The erection, installation or maintenance of temporary signs, as defined herein, is hereby prohibited, except for the following:

1. A temporary sign, not exceeding 15 square feet in area, which is erected by a municipal, charitable, political or nonprofit organization is permitted for a period not to exceed 30 days.
2. A single temporary sign, not exceeding 32 square feet in area, which announces anticipated occupancy of a site or building or identifies the contractors, architects, engineers, etc., on a

building under construction, shall be permitted until a building is completed and a certificate of occupancy is issued.

3. Banners for special announcements, such as grand openings for businesses, with a limit of 30 days may be placed on the exterior of any building. All banners must be dated. All other temporary signs made of cardboard, paper, canvas or similar impermanent materials may not be placed on the exterior of any building.
- 3.4. Temporary window coverings associated with new construction or renovations, up to 100% of the window area, provided that site plan approval has been granted, as applicable, and that the building safety officer or their designee has granted the building a building permit that remains active.



February 28, 2025

TO: City of Kingston Common Council

FROM: City of Kingston Zoning Working Group

**RE: Recommendations to the Common Council for Amendments to the City of Kingston's Form-Based Code, Chapter 405**

Under Resolution 138 of 2023 in which the Common Council adopted the form-based code, the Common Council also directed the creation of a Zoning Working Group to ensure that the zoning code meets its intent and purpose and relevant sections of the City of Kingston's comprehensive plan. Members of the group were first appointed in March 2024.

It has only been a year and a half since the code was first adopted. While several dozen Minor and Major Site Plans have been approved under this new code, it is very early on in the process. To judge the success or failure of any one aspect of the code, we believe it is important to:

- Judge results over a long period of time to see how individually approved site plans have or have not changed Kingston's built environment and mix of uses to reflect the code's intent;
- To listen to feedback from multiple stakeholders and not be reactive to feedback from any one applicant or sector;
- Finally, given that the form-based code was initially drafted over the course of two years with extensive community input, to preserve the code's intent to "create a well-functioning public realm across Kingston's diverse neighborhoods" to the greatest extent possible.

Nonetheless, now that the code has been in practice, there are a few changes that we believe are well-justified. The intent of these changes is exclusively to fix minor inconsistencies with the version of the code passed in August 2023, to better organize existing information in the code via new summary tables, and to amend a few aspects that were largely overlooked during the code drafting process, either with the Common Council and the public at large.

We recommend the Common Council consider the following zoning amendments:

**Updates to the Parkland Fee Process**

One aspect of the site plan approval that the new form-based code did not change is the City's recreation fee. Under this process, the Planning Board may require that a subdivision or site plan that contains residential units include recreational areas based on a finding "that such requirement is warranted." This process also requires that the Planning Board consult with the Parks and Recreation Department to assist in the "formulation" of the findings. It is our understanding that the parkland fee is an important source of capital for the maintenance of the City's park system.

However, we have found that this process (1) is confusing for applicants, (2) is not necessary given open space requirements in the form-based code, and (3) that it unnecessarily slows the approval process for projects that include residential units.

Instead of requiring the Planning Board to formulate a finding of a need for parkland with input from Parks and Recreation, we suggest that all applicable site plans be required to pay a set recreation fee. This would improve the efficiency of the approvals process and give greater clarity to the planning applicant for how much of a fee they would be responsible for from the beginning. As per the current practice, the recreation fee itself should be a set fee amount and determined annually via the City's fee schedule to ensure the fee amount is current. To align incentives, we also suggest that any permanently deeded affordable unit be exempt from parkland fee calculations.

Please note that the Zoning Working Group consulted with the City's Park and Recreation Commission on this change.

The Zoning Working Group voted in favor of recommending this change.

### **Off-Street Parking Standards**

Under the code, all development with four or more units does have to include at least one accessible space, either onsite or nearby on street or common parking lot. However, we do not believe this is an appropriate place for this requirement because on-street dedication of handicapped spaces requires an action of the Common Council, not the Planning Board. We also worry this will lead to the development of accessible parking spaces that are not necessarily needed for every situation. We recommend that this specific requirement be removed from the form-based code while maintaining the compliance with the ADA Standards for Accessible Design as mandated by the Americans with Disabilities Act.

Additionally, we recommend that the consultant that the City will be hiring this year to study parking management throughout the city provide a recommendation of how the City could best meet the need for parking citywide for Kingston's growing population, which includes accessible parking. And, we also suggest that the transportation infrastructure is studied as a whole, responding to the demand for comprehensive parking and public transportation solutions.

The Zoning Working Group voted in favor of recommending this change.

### **First Floor Height Requirements**

As a form-based code, the code has requirements for the *minimum* height of the first floor for any new construction project in a T4 or T5 transect. For example, as detailed in Table 1, a new building built in the T5 Main Street transect would be required to have a first-floor height of 16'. Generally, the purpose of the first-floor height requirement is to ensure new buildings meet their surrounding context, that there is a consistent building to street relationship, and that new buildings could be easily adapted to changing neighborhood conditions. For example, a previously residential building should be able to be adapted to a commercial one based on demand.

We carefully reviewed these requirements to ensure they are achievable and that they accurately reflect the context of each transect. We also reviewed case studies from other municipalities with form-based codes and consulted other departments. After this comprehensive review, we recommend lowering the required first floor height in all transect districts except for T5 Main Street and T5 Neighborhood (See Proposed – Table 1).

Finally, based on feedback from the Historic Landmarks Preservation Commission, we also recommend introducing a contextual requirement in all historic districts. This will ensure that first floor heights in a historic district reflect that of surrounding buildings.

	T5MS	T5Flex	T5N	T4MS	T4N-O	T4N
Existing	16' min	16' min	12' min	16' min	16' min	12' min
Proposed	16' min  Historic districts: 16' corner min, mid-block contextual min	14' min  Historic districts: 14' corner min, mid-block contextual min	12' min	14' min  Historic districts: 14' corner min, mid-block contextual min	9' min	9' min

Table 1 - Proposed changes to first floor height requirements

The Zoning Working Group voted in favor of recommending this change.

### **Changes to Signage Standards**

We recommend the following changes to the code's extensive sign standards:

- The code increased the types of uses that are allowed throughout the city. However, the signage allowances do not currently match the transect use table. This has led to situations where a commercial use might be allowed but a sign advertising a new business is not. A comprehensive update, implemented through a new table in Section 405.17, will ensure consistency between use and signage allowances.
- Under the signage standards, businesses have a certain transparency requirement and can only cover a percentage of their windows with signage. A change in the "Temporary Signs" section would clarify that temporary window coverings are allowed if associated with space renovations. This would apply if, for example, a new business is renovating a space prior to opening.
- Other smaller changes include allowing neon as a permissible signage material, increasing the limit on "window signs" from one to two per window, and allowing "hanging signs" to be able to swing.

The Zoning Working Group voted in favor of recommending this change.

### **Consistency with New York State Building Code**

There are two instances where the new code is not consistent with the New York State Building Code: the definition of Bed & Breakfast and the definition of Home Occupation. Changes to these definitions in our code will ensure consistency and that planning applicants have full clarity on the City's expectations.

The Zoning Working Group voted in favor of recommending this change.

### **Organizational**

The code includes setback requirements for accessory buildings. For example, these would apply to new accessory dwelling units. However, the setback requirements for accessory uses are not summarized in one table. This could easily be fixed by editing the existing table 405.5.B. and adding setback requirements for accessory buildings.

The Zoning Working Group voted in favor of recommending this change.

Thank you for considering these recommendations.

Sincerely,

Kingston Zoning Working Group

Bartek Starodaj, City of Kingston Housing Initiatives

Suzanne Cahill, City of Kingston Planning Director

Tanya Garment

Inés Yupanqui

Rebecca Holderness

Joshua Stratton-Rayner

Norah Maki (Alternate)