

**RESOLUTION 16 OF 2024**

**RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON  
NEW YORK, RECOMMENDING THE APPROVAL OF A TRANSFER IN THE  
FIRE DEPARTMENT IN THE AMOUNT OF \$32,188.17**

Sponsored By: Finance/Audit Committee: Alderman Scott-  
Childress, Pasti, Dennison, Andrews, Schabot

**WHEREAS**, the Fire Chief has requested a transfer in the amount of \$32,188.17, and

**WHEREAS**, the Finance Audit Committee has received, reviewed, and approved the following:

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

FROM:

A13410.4589	Mental Health Grant	\$32,188.17
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TO:

3410.471	Service Contracts	\$20,216.97
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3410.101	Salaries	\$11,971.20
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Submitted to the Mayor this \_\_\_\_ day of  
\_\_\_\_\_, 2024

Approved by the Mayor this \_\_\_\_ day of  
\_\_\_\_\_, 2024

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

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

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THE CITY OF KINGSTON COMMON COUNCIL  
FINANCE/AUDIT  
COMMITTEE REPORT

REQUEST DESCRIPTION

INTERNAL TRANSFER \_\_\_\_\_  
AUTHORIZATION \_\_\_\_\_  
CLAIMS \_\_\_\_\_

CONTINGENCY TRANSFER \_\_\_\_\_  
BUDGET MODIFICATION \_\_\_\_\_  
ZONING \_\_\_\_\_

TRANSFER X \_\_\_\_\_  
BONDING REQUEST \_\_\_\_\_  
OTHER \_\_\_\_\_

DEPARTMENT: Fire

DATE: 12/19/2023

Description: Transfer from A13410.4589 to the following;

3410.471 Service Contracts \$20216.97

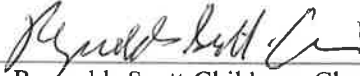
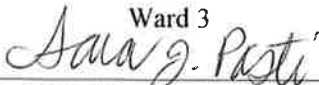
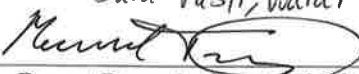


3410.101 Salaries	<u>\$11971.20</u>
Total	<u>\$32188.17</u>

Estimated Financial Impact: \$ 0 Signature \_\_\_\_\_

Motion by MH

Seconded by SP

Action Required:

<u>Committee Vote</u>	<u>YES</u>	<u>NO</u>
 Reynolds Scott-Childress, Chairman, Ward 3	✓	
 Robert Dennison, Ward 6 Sara Pasti, Ward 1	✓	
 Bryant Drew Andrews, Ward 7	✓	
 Steve Schabot, Ward 8	✓	
 Michele Hirsch, Ward 9	✓	

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

Chris Rea, Fire Chief



Steven T. Noble, Mayor

December 19, 2023

Finance Committee

The attached Finance and Audit Committee Report is for transferring funds from the Mental Health Grant (A13410.4589) to the following.

Kingston Fire 3410.101 Salaries	\$11971.20
Kingston Fire 3410.471 Service Contract	\$20216.97

These funds are to be transferred into the 2023 budget. The funds only cover October and November 2023. Any questions, please call me at 845-532-2820.

Respectfully

Chris

## RESOLUTION 17 OF 2024

### RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON NEW YORK, RECOMMENDING THE APPROVAL OF A TRANSFER IN THE PARKS & RECREATION DEPARTMENT IN THE AMOUNT OF \$11,100.00 TO RECONCILE ACCOUNTS

Sponsored By: Finance/Audit Committee: Alderman Scott-  
Childress, Pasti, Dennison, Andrews, Schabot

**WHEREAS**, the Director of the Parks & Recreation Department has requested a transfer in the amount of \$11,100.00 to reconcile accounts, and

**WHEREAS**, the Finance Audit Committee has received, reviewed, and approved the following:

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

**FROM:**

7140.111	Playgrounds and Rec Centers Seasonal Pay	\$11,100.00
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**TO:**

7110.426	Parks Vehicle Fuel	\$3,200.00
7110.441	Parks Maintenance of Equipment	\$800.00
7110.444	Parks Vehicle Maintenance	\$1,100.00
7110.472	Parks Contracted Services	\$1,200.00
7110.485	Parks General Materials and Supplies	\$800.00
7140.485	Playgrounds and Rec Centers General Materials and Supplies	\$500.00
7210.425	Dietz Water	\$400.00
7620.422	Adult Rec Electricity	\$3,100.00

Submitted to the Mayor this \_\_\_\_ day of  
\_\_\_\_\_, 2024

Approved by the Mayor this \_\_\_\_ day of  
\_\_\_\_\_, 2024

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

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

Adopted by Council on \_\_\_\_\_, 2024

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

**REQUEST DESCRIPTION**

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

DEPARTMENT: Parks and Recreation      DATE: 1/5/2024

**Description:**

Year-end internal budget transfer of \$11,100 to reconcile department accounts.

(See attached spreadsheet)

Estimated Financial Impact: \$0      Signature [Signature]

Motion by SS

Seconded by SP

Action Required:

<b><u>Committee Vote</u></b>		<b><u>YES</u></b>	<b><u>NO</u></b>
<u>[Signature]</u> Reynolds Scott-Childress, Chairman, Ward 3	✓		
<u>[Signature]</u> Michael Tierney, Ward 2	✓		
<u>[Signature]</u> Bryant Drew Andrews, Ward 9	✓		
<u>[Signature]</u> Steve Schabot, Ward 8	✓		
<u>[Signature]</u> Sara Pasti, Ward 1	✓		

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**CITY OF KINGSTON**  
Department of Parks and Recreation  
ltimbrouck@kingston-ny.gov

Steven T. Noble, Mayor



Lynsey Timbrouck, Director

January 5, 2024

Dear President Shaut:

As part of our year-end review, the Parks and Recreation Department would like to request a \$0 impact internal budget transfer to reconcile some of our accounts.

I respectfully request an internal transfer totaling \$11,100. Please see the attached spreadsheet for details.

Thank you in advance for your consideration.

Respectfully,

Lynsey Timbrouck  
Director, Kingston Parks and Recreation

cc: John Tuey, Comptroller, City of Kingston

From:

Account#	Account Name	Total Amount
7140.111	Playgrounds and Rec Centers Seasonal Pay	\$11,100.00
		\$11,100.00



**Total Amount**

\$3,200.00
\$800.00
\$1,100.00
\$1,200.00
\$800.00
\$500.00
\$400.00
\$3,100.00
\$11,100.00

## RESOLUTION 18 OF 2024

### RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON NEW YORK, RECOMMENDING THE APPROVAL OF A TRANSFER IN THE CITY CLERK'S BUDGET IN THE AMOUNT OF \$60,000.00 FOR JUDGEMENTS & CLAIMS

Sponsored By: Finance/Audit Committee: Alderman Scott-  
Childress, Pasti, Dennison, Andrews, Schabot

**WHEREAS**, the City Clerk has requested a transfer in the amount of \$60,000.00 for Judgements & Claims, and

**WHEREAS**, the Finance Audit Committee has received, reviewed, and approved the following:

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

FROM:

A1.9999.5901	Fund Balance	\$60,000.00
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TO:

A1.1930.5401	Judgement & Claims	\$60,000.00
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Submitted to the Mayor this \_\_\_\_ day of \_\_\_\_\_, 2024

Approved by the Mayor this \_\_\_\_ day of \_\_\_\_\_, 2024

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

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

Adopted by Council on \_\_\_\_\_, 2024

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

**REQUEST DESCRIPTION**

INTERNAL TRANSFER \_\_\_\_\_  
AUTHORIZATION \_\_\_\_\_  
CLAIMS \_\_\_\_\_

CONTINGENCY TRANSFER \_\_\_\_\_  
BUDGET MODIFICATION \_\_\_\_\_  
ZONING \_\_\_\_\_

TRANSFER \_\_\_\_\_  
BONDING REQUEST \_\_\_\_\_  
OTHER \_\_\_\_\_

DEPARTMENT: Clerk DATE: 1/10/24

**Description:**


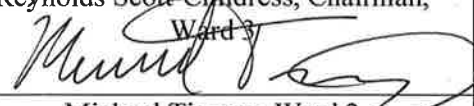
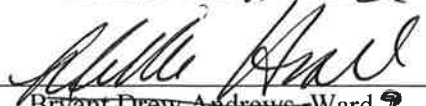
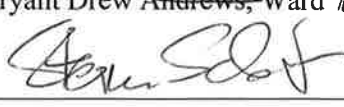
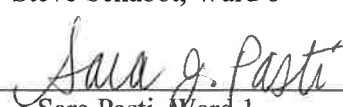
Request transfer of \$60,000 from fund <sup>balance</sup> A19999.5901  
to "Judgments and Claims" A11930.5401

Estimated Financial Impact: \$60,000 Signature \_\_\_\_\_

Motion by MH

Seconded by SS

Action Required:

<b><u>Committee Vote</u></b>		<b><u>YES</u></b>	<b><u>NO</u></b>
	Reynolds Scott Childress, Chairman, Ward 3	✓	
	Michael Tierney, Ward 2	✓	
	Bryant Drew Andrews, Ward 7	✓	
	Steve Schabot, Ward 8	✓	
	Sara Pasti, Ward 1	✓	

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# 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

December 14, 2023

President Shaut  
420 Broadway  
Kingston, NY 12401

Dear President Shaut,

Please accept this communication for the City Clerk's budget to balance and add additional funds to be available for the Judgement & Claims account (A11930.5401). We are requesting \$60,000 from contingency for this occurrence.

Thank you for your time and consideration,



Kwame WiafeAkenten

**From:**

Account#	Account Name	Total Amount
A11990.5404	Contingency	\$60,000.00
		\$60,000.00

**To:**

Account#	Account Name	Total Amount
A11930.5401	Judgement & Claims	\$60,000.00
		\$60,000.00

## RESOLUTION 19 OF 2024

### RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON NEW YORK, RECOMMENDING THE APPROVAL OF A TRANSFER OF \$859,595.56 FROM FUND BALANCE TO FUND STAFFING AND OTHER COSTS FOR THE KINGSTON FIRE DEPARTMENT TO PROVIDE AMBULANCE SERVICES

Sponsored By: Finance/Audit Committee: Alderman Scott-  
Childress, Pasti, Dennison, Andrews, Schabot

**WHEREAS**, the Comptroller, on behalf of the Mayor, has requested a transfer in the amount of \$859,595.56 from Fund Balance to fund staffing and other costs necessary for the Kingston Fire Department to provide ambulance services, and

**WHEREAS**, the Finance Audit Committee has received, reviewed, and approved the following:

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

#### **FROM:**

A1.9999.5901	Fund Balance Transfers	\$859,595.56
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#### **TO:**

A1.3410.5101	Regular Pay	\$377,690.93
A1.3410.5121	EMT Differential	\$6,994.54
A1.3410.5119	Advanced Education	\$2,098.36
A1.3410.5126	Fitness	\$2,098.36
A1.3410.5104	Supplemental Pay	\$20,403.06
A1.3410.5116	Kelly Pay	\$19,647.65
A1.3410.5834	Clothing Allowance	\$12,000.00
A1.3410.5811	Fica	\$33,731.00
A1.3410.5814	Fire Retirement	\$136,689.00

A1.3410.5821	Medical	\$193,490.00
A1.3410.5822	Dental	\$5,954.67
A1.3410.5826	Optical	\$1,298.00
A1.3410.521	Pagers	\$6,000.00
A1.3410.5211	Other Equipment	\$10,000.00
A1.3410.5408	Data Processing Supplies	\$500.00
A1.3410.5426	Vehicle Fuel	\$5,000.00
A1.3410.5441	Maintenance of Equipment	\$4,000.00
A1.3410.5444	Vehicle Maintenance	\$5,000.00
A1.3410.545	Physical Exams	\$4,000.00
A1.3410.5479	Minor Equipment - Other	\$4,000.00
A1.3410.5482	Mechanical Materials & Supplies	\$3,000.00
A1.3410.5485	General Materials & Supplies	\$5,000.00
A1.3410.5486	Cleaning & Sanitation Supplies	<u>\$1,000.00</u>
		\$859,595.56

Submitted to the Mayor this \_\_\_\_ day of  
\_\_\_\_\_, 2024

Approved by the Mayor this \_\_\_\_ day of  
\_\_\_\_\_, 2024

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

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

Adopted by Council on \_\_\_\_\_, 2024

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THE CITY OF KINGSTON COMMON COUNCIL  
FINANCE/AUDIT  
COMMITTEE REPORT

REQUEST DESCRIPTION

INTERNAL TRANSFER \_\_\_\_\_  
AUTHORIZATION x \_\_\_\_\_  
CLAIMS \_\_\_\_\_

CONTINGENCY TRANSFER \_\_\_\_\_  
BUDGET MODIFICATION x \_\_\_\_\_  
ZONING \_\_\_\_\_

TRANSFER \_\_\_\_\_  
BONDING REQUEST \_\_\_\_\_  
OTHER \_\_\_\_\_

DEPARTMENT: Mayor/Fire Dept DATE: 1/10/24

**Description:**


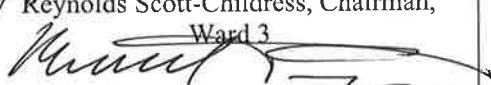
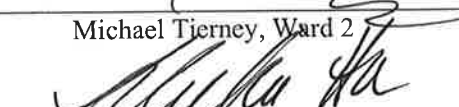
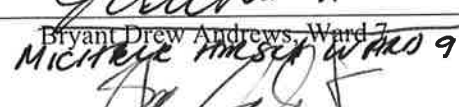
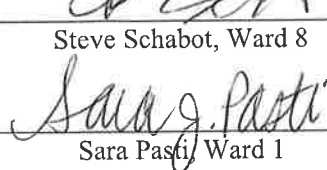
Request a \$859,595.56 transfer from fund balance per the attached to fund staffing and other costs necessary for the Kingston Fire Dept to provide ambulance services.

Estimated Financial Impact: \$859,595.56 Signature John Tacey

Motion by SS

Seconded by MT

Action Required:

<u>Committee Vote</u>		<u>YES</u>	<u>NO</u>
 Reynolds Scott-Childress, Chairman, Ward 3	✓		
 Michael Tierney, Ward 2	✓		
 Bryant Drew Andrews, Ward 7	✓		
 Steve Schabot, Ward 8	✓		
 Sara Pasti, Ward 1	✓		



## **RESOLUTION 20 OF 2024**

### **RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON NEW YORK, RECOMMENDING THE APPROVAL OF A TRANSFER IN THE AMOUNT OF \$20,000.00 FROM CONTINGENCY FOR TO PURCHASE A FIRE RESCUE BOAT**

Sponsored By: Finance/Audit Committee: Alderman Scott-  
Childress, Pasti, Dennison, Andrews, Schabot

**WHEREAS**, the City of Kingston requests a transfer of funds for the purchase of a fire rescue boat, in the amount of \$20,000.00;

**WHEREAS**, a NYS CREST grant in the amount of \$550,000.00 for the purchase of a fire rescue boat is pending;

**WHEREAS**, the anticipated cost of a fire rescue boat is between \$555,000.00 and \$570,000.00; and

**WHEREAS**, the Finance/Audit Committee has received, reviewed, and approved this request.

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

**SECTION 1.** That the following sums be transferred as follows:

**From:** A11990.14.5404 Contingency                      \$20,000.00

**To:** A13410.12.5203 Motor Vehicles                      \$20,000.00

**SECTION 2.** This resolution shall take effect immediately.

Submitted to the Mayor this \_\_\_\_ day of  
\_\_\_\_\_, 2024

Approved by the Mayor this \_\_\_\_ day of  
\_\_\_\_\_, 2024

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Elisa Tinti, City Clerk

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Steven T. Noble, Mayor

Adopted by Council on \_\_\_\_\_, 2024

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THE CITY OF KINGSTON COMMON COUNCIL  
FINANCE/AUDIT  
COMMITTEE REPORT

REQUEST DESCRIPTION

INTERNAL TRANSFER \_\_\_\_\_  
AUTHORIZATION \_\_\_\_\_  
CLAIMS \_\_\_\_\_

CONTINGENCY TRANSFER \_\_\_\_\_  
BUDGET MODIFICATION \_\_\_\_\_  
ZONING \_\_\_\_\_

TRANSFER x \_\_\_\_\_  
BONDING REQUEST \_\_\_\_\_  
OTHER \_\_\_\_\_

DEPARTMENT: Grants Management

DATE: 01/05/2024

**Description:**

This is a request to transfer funds in the amount of \$20,000.00 from contingency  
A11990.14.5404 to motor vehicles A13410.12.5203 to support the purchase of a fire rescue  
boat.

Estimated Financial Impact: \$ 20,000.00

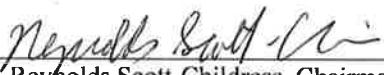
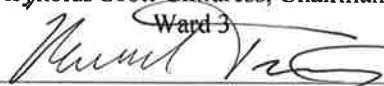
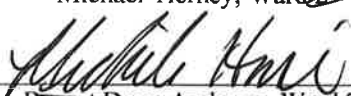
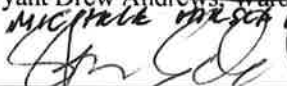
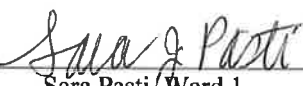
Signature \_\_\_\_\_

Motion by SS

Seconded by MH

Action Required:

Committee Vote

	<u>YES</u>	<u>NO</u>
 Reynolds Scott-Childress, Chairman, Ward 3	✓	
 Michael Tierney, Ward 2	✓	
 Bryant Drew Andrews, Ward 7 <i>mic drew ward 7</i>	✓	
 Steve Schabot, Ward 8	✓	
 Sara Pasti, Ward 1	✓	

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

Ruth Ann Devitt-Frank, Director



Steven T. Noble, Mayor

January 5, 2024

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

Re: Grants Management Budget Transfer for Purchase of Fire Rescue Boat

Dear President Shaut,

The City of Kingston requests placement on the agenda of the appropriate committee to discuss a budget transfer related to the above-mentioned program.

I request that we transfer the amount of \$20,000 from the contingency fund to motor vehicles.

In 2023, the Grants Management office applied for NYS CREST funds through Senator Michelle Hinchey's office to purchase a fire rescue boat. The application was approved by the Senate Finance Committee and then sent to NYS DASNY who administers CREST funds. The City is in the process of entering into contract with DASNY—a process which requires proof of funds in the adopted budget to cover costs beyond the grant amount.

The Senate Finance Committee approved \$550,000 from the CREST Program. It is anticipated that the total cost of the boat will be between \$555,000 and \$570,000.

Thank you in advance for your consideration. If you have any questions, please contact me at [nkikel@kingston-ny.gov](mailto:nkikel@kingston-ny.gov) or 845-334-3961.

Sincerely,

Natalie Kikel  
Grants Manager, City of Kingston

cc: Ruth Ann Devitt-Frank

# **ITY OF KINGSTON COMMON COUNCIL** **FINANCE/AUDIT** **COMMITTEE REPORT**

### REQUEST DESCRIPTION

## INTERNAL TRANSFER AUTHORIZATION CLAIMS

**CONTINGENCY TRANSFER \_\_\_\_\_**  
**BUDGET MODIFICATION \_\_\_\_\_**  
**ZONING \_\_\_\_\_**

TRANSFER x  
BONDING REQUEST \_\_\_\_\_  
OTHER \_\_\_\_\_

DEPARTMENT: Grants Management DATE: 01/05/2024

**Description:**

This is a request to transfer funds in the amount of \$20,000.00 from contingency A11990.14.5404 to motor vehicles A13410.12.5203 to support the purchase of a fire rescue boat.

Estimated Financial Impact: \$ 20,000.00 Signature \_\_\_\_\_

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

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

**Action Required:**

<b><u>Committee Vote</u></b>	<b><u>YES</u></b>	<b><u>NO</u></b>
Reynolds Scott-Childress, Chairman, Ward 3		
Michael Tierney, Ward 2		
Bryant Drew Andrews, Ward 7		
Steve Schabot, Ward 8		
Sara Pasti, Ward 1		

RESOLUTION \_\_\_\_ of 2024

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK, RECOMMENDING APPROVAL FOR A BUDGET TRANSFER

Sponsored by: Finance and Audit Committee Aldermen: Scott-Childress, Andrews, Pasti, Schabot, and Tierney

WHEREAS, the City of Kingston requests a transfer of funds for the purchase of a fire rescue boat, in the amount of \$20,000.00;

WHEREAS, a NYS CREST grant in the amount of \$550,000.00 for the purchase of a fire rescue boat is pending;

WHEREAS, the anticipated cost of a fire rescue boat is between \$555,000.00 and \$570,000.00; and

WHEREAS, the Finance/Audit Committee has received, reviewed, and approved this request.

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

SECTION 1. That the following sums be transferred as follows:

From: A11990.14.5404	Contingency	\$20,000.00
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To: A13410.12.5203	Motor Vehicles	\$20,000.00
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SECTION 2. This resolution shall take effect immediately.

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

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

of \_\_\_\_\_ 2024

of \_\_\_\_\_ 2024

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

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

Adopted by Council on \_\_\_\_\_, 2024

## RESOLUTION 21 OF 2024

### RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON NEW YORK, RECOMMENDING THE APPROVAL OF A TRANSFER IN THE AMOUNT OF \$232,565.00 IN THE POLICE DEPARTMENT'S BUDGET TO BALANCE ACCOUNTS

Sponsored By: Finance/Audit Committee: Alderman Scott-  
Childress, Pasti, Dennison, Andrews, Schabot

**WHEREAS**, the Chief of Police has requested a transfer in the amount of \$232,565.00 to balance accounts, and

**WHEREAS**, the Finance Audit Committee has received, reviewed, and approved the following:

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

**FROM:**

A131201.101	General Payroll	\$152,565.00
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A131201.108	Comptime Payout	\$80,000.00
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**TO:**

A1312011.103	Overtime	\$120,000.00
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A1312011.104	Supplemental	\$4,000.00
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A1312011.105	Retirement Accumulation	\$48,000.00
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A1312011.124	Retroactive Pay	\$15,000.00
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A1312011.211	Other Equipment	\$200.00
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A1312011.401	General Contract Exp	\$150.00
A1312011.422	Electricity	\$6,000.00
A1312011.471	Service Contracts	\$39,000.00
A1312011.480	Safety Equipment	\$15.00
A1312011.488	Ammunition and Gas	\$200.00

Submitted to the Mayor this \_\_\_\_ day of  
\_\_\_\_\_, 2024

Approved by the Mayor this \_\_\_\_ day of  
\_\_\_\_\_, 2024

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

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

Adopted by Council on \_\_\_\_\_, 2024



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

**REQUEST DESCRIPTION**

INTERNAL TRANSFER \_\_\_\_\_  
AUTHORIZATION \_\_\_\_\_  
CLAIMS \_\_\_\_\_

CONTINGENCY TRANSFER \_\_\_\_\_  
BUDGET MODIFICATION \_\_\_\_\_  
ZONING \_\_\_\_\_

TRANSFER \_\_\_\_\_  
BONDING REQUEST \_\_\_\_\_  
OTHER \_\_\_\_\_

DEPARTMENT: Police      DATE: 12/04/2023

**Description:**

Internal budget transfer to cover overages of several accounts.


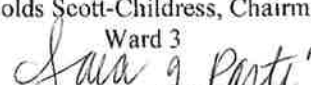
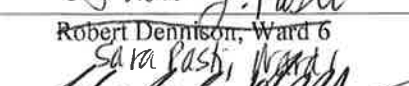
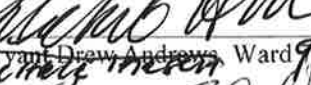
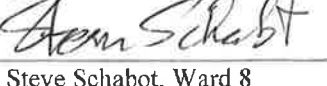
Estimated Financial Impact: \$ 0.00

Signature \_\_\_\_\_

Motion by SS

Seconded by SP

Action Required:

<u>Committee Vote</u>	<u>YES</u>	<u>NO</u>
 Reynolds Scott-Childress, Chairman, Ward 3	✓	
 Sara J. Pasti Robert Dennison, Ward 6	✓	
 Sara Pasti Bryant Drew Andrews, Ward 9	✓	
 Steve Schabot Steve Schabot, Ward 8	✓	
 Michele Hirsch Michael Tierney	✓	

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FIA

**CITY OF KINGSTON**  
**Police Department**  
police@kingston-ny.gov

Egidio Tinti, Police Chief



Steven T Noble, Mayor

December 4, 2023

Honorable Andrea Shaut  
Alderman-at Large  
420 Broadway  
Kingston, NY 12401

Dear Ms. Shaut,

I am respectfully requesting an internal budget transfer to cover overages of several accounts in our budget.

There is no financial impact as a result of this request.

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

Sincerely,

Egidio Tinti  
Chief of Police  
City of Kingston Police Department

EFT/sr  
Enclosure

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

John Tuey  
City Comptroller

**From:**

Account#	Account Name	Total Amount
A131201.101	General Payroll	\$152,565.00
A131201.108	Comptime Payout	\$80,000.00
	TOTAL	\$232,565.00

**To:**

Account#	Account Name	Total Amount
A1312011.103	Overtime	\$120,000.00
A1312011.104	Supplemental	\$4,000.00
A1312011.105	Retirement Accumulation	\$48,000.00
A1312011.124	Retroactive Pay	\$15,000.00
A1312011.211	Other Equipment	\$200.00
A1312011.401	General Contract Exp	\$150.00
A1312011.422	Electricity	\$6,000.00
A1312011.471	Service Contracts	\$39,000.00
A1312011.480	Safety Equipment	\$15.00
A1312011.488	Ammunition and Gas	\$200.00
	Total	\$232,565.00

\$0.00

From:			To:		
Account#	Account Name	Total Amount	Account#	Account Name	Total Amount
A131201.101	General Payroll	\$152,565.00	A1312011.103	Overtime	\$120,000.00
A131201.108	Comptime Payout	\$80,000.00	A1312011.104	Supplemental	\$4,000.00
	TOTAL	\$232,565.00	A1312011.105	Retirement Accumulation	\$48,000.00
			A1312011.124	Retroactive Pay	\$15,000.00
			A1312011.211	Other Equipment	\$200.00
			A1312011.401	General Contract Exp	\$150.00
			A1312011.422	Electricity	\$6,000.00
			A1312011.471	Service Contracts	\$39,000.00
			A1312011.480	Safety Equipment	\$15.00
			A1312011.488	Ammunition and Gas	\$200.00
			Total		\$232,565.00
					\$0.00

## RESOLUTION 22 OF 2024

### RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON NEW YORK, RECOMMENDING THE APPROVAL OF A TRANSFER IN THE AMOUNT OF \$2,776.72 IN THE ARTS & CULTURAL AFFAIRS BUDGET TO COVER UNANTICIPATED OVER-EXPENDITURES

Sponsored By: Finance/Audit Committee: Alderman Scott-  
Childress, Pasti, Dennison, Andrews, Schabot

**WHEREAS**, the Director of Arts & Cultural Affairs has requested a transfer in the amount of \$2,776.72 to cover unexpected over-expenditures, and

**WHEREAS**, the Finance Audit Committee has received, reviewed, and approved the following:

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

#### **FROM:**

A17010.2705	Grants	\$45.54
A17010.2705	Grants	\$228.58
A17010.2705	Grants	\$1,567.40
A17010.2705	Grants	\$931.00
A17010.2705	Grants	\$4.20

#### **TO:**

	General Materials &	
7010485	Supplies	\$45.54
7010.811	Social Security	\$228.58
7010.821	Hospital and Medical	\$1,567.40
7010.822	Dental Insurance	\$931.00
7010.826	Optical Insurance	\$4.20

Submitted to the Mayor this \_\_\_\_ day of  
\_\_\_\_\_, 2024

Approved by the Mayor this \_\_\_\_ day of  
\_\_\_\_\_, 2024

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

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

Adopted by Council on \_\_\_\_\_, 2024

# THE CITY OF KINGSTON COMMON COUNCIL

## FINANCE AND AUDIT COMMITTEE REPORT

### REQUEST DESCRIPTION

INTERNAL TRANSFER X \_\_\_\_\_  
AUTHORIZATION \_\_\_\_\_  
CLAIMS \_\_\_\_\_

CONTINGENCY TRANSFER \_\_\_\_\_  
BUDGET MODIFICATION \_\_\_\_\_  
ZONING \_\_\_\_\_

TRANSFER \_\_\_\_\_  
BONDING REQUEST \_\_\_\_\_  
OTHER \_\_\_\_\_

DEPARTMENT: Arts and Cultural Affairs

DATE: 1.5.24

**Description:** This is a 2023 budget transfer request to utilize \$2,776.72 in carryover grant funds to cover unanticipated over-expenditures.

From: A17010.2705 Grants \$2,776.72

To: 7010.485 General Materials and Supplies	\$45.54
7010.811 Social Security	\$228.58
7010.821 Hospital and Medical	\$1,567.40
7010.822 Dental Insurance	\$931.00
7010.826 Optical Insurance	\$4.20

Estimated Financial Impact \$0 Signature Marion K. Potter

Motion by MH

Seconded by SP

Action Required:

SEQRA Decision:

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

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


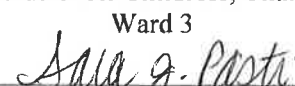
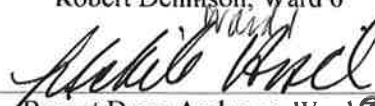

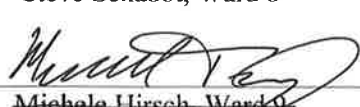
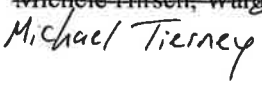
Unlisted Action \_\_\_\_\_

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>
 Reynolds Scott-Childress, Chairman, Ward 3	✓	
 Robert Dennison, Ward 6	✓	
 Bryant Drew Andrews, Ward 9	✓	
 Steve Schabot, Ward 8	✓	
 Michele Hirsch, Ward 9	✓	
 Michael Tierney		

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# CITY OF KINGSTON

## Office of the Mayor

mayor@kingston-ny.gov

F + A

Steven T. Noble  
Mayor



Kitt Potter  
Director of Arts and Cultural Affairs

January 5, 2024

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

Re: Arts and Cultural Affairs Budget Transfers

Dear President Shaut,

The Department of Arts and Cultural Affairs requests placement on the agenda of the appropriate committee to discuss budget transfers related to the Arts and Cultural Affairs budget.

I respectfully request that you approve the transfer totaling \$2,776.72 from the Arts and Cultural Affairs budgetary account to the line items listed on the attached spreadsheet. The additional expenses are being funded through the Novo Foundation grant. This transfer will not have a budgetary impact.

Thank you for your consideration.

Sincerely,

*Marion Kitt Potter*

Marion Kitt Potter, Director of Arts and Cultural Affairs



## FINANCE AND AUDIT COMMITTEE REPORT

**INTERNAL TRANSFER** X  
**AUTHORIZATION**       
**CLAIMS**     

**CONTINGENCY TRANSFER \_\_\_\_\_**  
**BUDGET MODIFICATION \_\_\_\_\_**  
**ZONING \_\_\_\_\_**

TRANSFER \_\_\_\_\_  
BONDING REQUEST \_\_\_\_\_  
OTHER \_\_\_\_\_

DATE: 1.5.24

To:	7010.485 General Materials and Supplies	\$45.54
	7010.811 Social Security	\$228.58
	7010.821 Hospital and Medical	\$1,567.40
	7010.822 Dental Insurance	\$931.00
	7010.826 Optical Insurance	\$4.20

Estimated Financial Impact \$0 Signature Marion K. Potter

**Action Required:**

**Positive Declaration of Environmental Significance:**

<u><b>Committee Vote</b></u>	<u><b>YES</b></u>	<u><b>NO</b></u>
Reynolds Scott-Childress, Chairman, Ward 3		
Robert Dennison, Ward 6		
Bryant Drew Andrews, Ward 7		
Steve Schabot, Ward 8		
Michele Hirsch, Ward 9		

**ARTS AND CULTURAL AFFAIRS: Budget Transfers**

Transfer to:	Line Item	Amount	Description
	7010.485 General Materials and Supplies	\$45.54	To cover an over-expenditure in this line item
	7010.811 Social Security	\$228.58	To cover an over-expenditure in this line item
	7010.821 Hospital and Medical	\$1,567.40	To cover an over-expenditure in this line item
	7010.822 Dental Insurance	\$931.00	To cover an over-expenditure in this line item
	7010.826 Optical Insurance	\$4.20	To cover an over-expenditure in this line item

**Total Transfer Request** **\$2,776.72**

**Transfer from:**

**7010.2705 Grants**

## RESOLUTION 23 OF 2024

### RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON NEW YORK, RECOMMENDING THE APPROVAL OF A TRANSFER IN THE AMOUNT OF \$1,416.58 IN THE HUMAN RIGHTS DEPARTMENT TO BALANCE ACCOUNTS

Sponsored By: Finance/Audit Committee: Alderman Scott-  
Childress, Pasti, Dennison, Andrews, Schabot

**WHEREAS**, the Director of the Human Rights Commission has requested a transfer in the amount of \$1,416.58 to balance accounts, and

**WHEREAS**, the Finance Audit Committee has received, reviewed, and approved the following:

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

#### **FROM:**

Account#	Account Name	Total Amount
8040.5472	Contracted Services	\$874.04
8040.5472	Contracted Services	\$316.54
8040.5472	Contracted Services	\$1.00
8040.5472	Contracted Services	\$120.00
	Minor Office Furniture &	
8040.5476	Equipment	\$100.00
8040.5462	Dues, Seminars & Association Fees	\$5.00

#### **TO:**

Account#	Account Name	Total Amount
8040.5117	Vacation Payback	\$874.04
8040.5811	Social Security	\$316.54
	Postage, Freight &	
8040.5463	Express	\$1.00

8040.5102	Longevity	\$120.00
8040.5102	Longevity	\$100.00
8040.5102	Longevity	\$5.00

Submitted to the Mayor this \_\_\_\_ day of  
\_\_\_\_\_, 2024

Approved by the Mayor this \_\_\_\_ day of  
\_\_\_\_\_, 2024

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

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

Adopted by Council on \_\_\_\_\_, 2024

**CITY OF KINGSTON**  
**Office of the City Human Rights**  
twashington@kingston-ny.gov

Tawana Washington, Director



Steven T. Noble, Mayor

December 19, 2023

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

Dear President Shaut,

Please accept this communication from the City of Kingston's Human Rights Commission office regarding an internal budget transfer of funds in the total amount of \$1,416.58 to accommodate the currently listed overspent accounts.

1. \$874.04 from account Contracted Services account 8040.5472 to Vacation Payback account 8040.5117
2. \$316.54 from Contracted Services account 8040.5472 to Social Security account 8040.5811
3. \$1.00 from Contracted Services account 8040.5472 to Postage, Freight & Express account 8040.5463
4. \$120 from Contracted Services account 8040.5472, \$100 from Minor Office Furniture & Equipment account 8040.5476 and \$5.00 from Dues, Seminars & Association Fees account 8040.5462 to Longevity account 8040.5102

Attached you will find a City of Kingston Common Council Finance/Audit Committee report which also outlines the requested transfers.

Thank you for your time and consideration in this matter.

Sincerely,

Tawana R. Washington - Director  
Kingston Human Rights Commission

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

**REQUEST DESCRIPTION**

INTERNAL TRANSFER   X    
AUTHORIZATION         
CLAIMS       

CONTINGENCY TRANSFER         
BUDGET MODIFICATION         
ZONING       

TRANSFER         
BONDING REQUEST         
OTHER       

DEPARTMENT: Human Rights      DATE: 12/19/2023

**Description:**

Internal transfer of funds to accommodate currently listed overspent accounts.


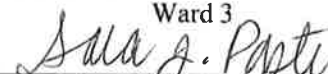

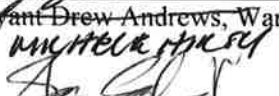
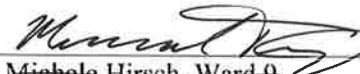
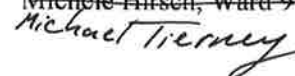
1. \$874.04 from account Contracted Services account 8040.5472 to Vacation Payback account 8040.5117
2. \$316.54 from Contracted Services account 8040.5472 to Social Security account 8040.5811
3. \$1.00 from Contracted Services account 8040.5472 to Postage, Freight & Express account 8040.5463
4. \$120 from Contracted Services account 8040.5472, \$100 from Minor Office Furniture & Equipment account 8040.5476 and \$5.00 from Dues, Seminars & Association Fees account 8040.5462 to Longevity account 8040.5102

Estimated Financial Impact: \$ 0.00      Signature: Tawana Washington

Motion by SP

Seconded by SS

Action Required:

<b><u>Committee Vote</u></b>		<b><u>YES</u></b>	<b><u>NO</u></b>
	Reynolds Scott-Childress, Chairman, Ward 3	✓	
	Robert Donijson, Ward 6	✓	
	Bryant Drew Andrews, Ward 9	✓	
	Steve Schabot, Ward 8		✓
	Michele Hirsch, Ward 9	✓	
	Michael Tierney		

**RESOLUTION 24 OF 2024**

**Ordinance: Ambulette Parking**

**AN ORDINANCE AMENDING AN ORDINANCE IN RELATION TO THE TRAFFIC ON THE PUBLIC STREETS OF THE CITY OF KINGSTON, NEW YORK, REMOVING “NO PARKING AMBULETTE ONLY” SIGNS ON BROADWAY IN FRONT OF THE HEALTH ALLIANCE BROADWAY CAMPUS**

Sponsored By: Public Safety/General Government Committee:  
Alderman Dennison, Andrews, Scott-Childress,  
Edwards, Mickens

**WHEREAS**, in the interest of safety and the needs of the residents, parking on the street must be regulated.

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

**SECTION 1-** Article 7, SECTION 390-57, SCHEDULE XX, “HANDICAP PARKING” is hereby amended by REMOVING the following:

“NO PARKING AMBULETTE ONLY” is to be REMOVED at 396 Broadway

**SECTION 2-** All ordinances and parts thereof, inconsistent herewith are hereby appealed

**SECTION 3-** This resolution shall take place immediately after passage, approval and publication as provided by law.

Submitted to the Mayor this \_\_\_\_ day of \_\_\_\_\_, 2024

Approved by the Mayor this \_\_\_\_ day of \_\_\_\_\_, 2024

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

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

Adopted by Council on \_\_\_\_\_, 2024

**THE CITY OF KINGSTON COMMON COUNCIL**  
**PUBLIC SAFETY/GENERAL GOVERNMENT**  
**COMMITTEE REPORT**

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

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

**Description:**



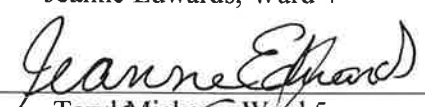

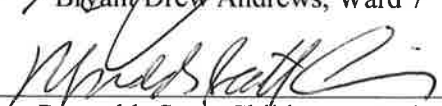
*REMOVE AMBULANCE SIGNS. AT HOSPITAL*

Signature \_\_\_\_\_

Motion by RSC

Seconded by JE.

Action Required:

<u>Committee Vote</u>	<u>YES</u>	<u>NO</u>
 Robert Dennison, Chairman, Ward 6	<input checked="" type="checkbox"/>	<input type="checkbox"/>
 Jeanne Edwards, Ward 4	<input checked="" type="checkbox"/>	<input type="checkbox"/>
 Teryl Mickens, Ward 5	<input checked="" type="checkbox"/>	<input type="checkbox"/>
 Bryant Drew Andrews, Ward 7	<input checked="" type="checkbox"/>	<input type="checkbox"/>
 Reynolds Scott-Childress, Ward 3	<input checked="" type="checkbox"/>	<input type="checkbox"/>



2

**From:** Hirsch, Michele  
**Sent:** Monday, December 4, 2023 7:03 PM  
**To:** Shaut, Andrea <ashaut@kingston-ny.gov>  
**Cc:** Tinti, Elisa <emtinti@kingston-ny.gov>  
**Subject:** No Parking signs

Dear President Shaut,

Please accept this late communication pertaining to the No Parking Ambulette Only Signs in front of the Health Alliance Broadway Campus. Given that this hospital location is no longer in service, I would like to have the signs removed to free up three parking spaces on Broadway.

Thank you.

With kind regards,

Michele Hirsch  
Alderman, Ward 9

**RESOLUTION 25 of 2024**

**RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF  
KINGSTON, NEW YORK, APPOINTING EFPR GROUP, CPA'S PLLC AS  
THE CITY OF KINGSTON'S INDEPENDENT AUDITORS**

Sponsored By: Finance/Audit Committee: Alderman: Scott-  
Childress, Tierney, Hirsch, Schabot, Pasti

**WHEREAS**, an internal committee reviewed the responses to the RFP  
(Request for Proposal) issued for professional auditing services; and

**WHEREAS**, upon completion of the evaluation process, it was  
unanimously recommended to ask the Common Council to appoint the EFPR  
Group, CPA's PLLC of Williamsville, New York, as the City's independent  
auditing firm.

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

**SECTION 1.** That the Common Council of the City of Kingston appoints  
the EFPR Group, CPA's, PLLC as the City of Kingston's independent auditors.

**SECTION 2.** This resolution shall take effect immediately.

Submitted to the Mayor this \_\_\_\_ day of  
of \_\_\_\_\_, 2024

Approved by the Mayor this \_\_\_\_ day  
of \_\_\_\_\_, 2024

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

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

Adopted by Council on \_\_\_\_\_, 2024



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

**REQUEST DESCRIPTION**

INTERNAL TRANSFER \_\_\_\_\_  
AUTHORIZATION ☒ \_\_\_\_\_  
CLAIMS \_\_\_\_\_

CONTINGENCY TRANSFER \_\_\_\_\_  
BUDGET MODIFICATION \_\_\_\_\_  
ZONING \_\_\_\_\_

TRANSFER \_\_\_\_\_  
BONDING REQUEST \_\_\_\_\_  
OTHER \_\_\_\_\_

DEPARTMENT: Comptroller DATE: 1/10/24

**Description:**

Appoint EFPR Group, CPA's PLLC as the City's independent auditors.

Estimated Financial Impact: \$ 0 Signature [Signature]

Motion by SS

Seconded by MH

Action Required:

<b><u>Committee Vote</u></b>		<b><u>YES</u></b>	<b><u>NO</u></b>
<u>[Signature]</u> Reynolds Scott-Childress, Chairman, Ward 3	<input checked="" type="checkbox"/>		
<u>[Signature]</u> Michael Tierney, Ward 2	<input checked="" type="checkbox"/>		
<u>[Signature]</u> Bryant Drew Andrews, Ward 9	<input checked="" type="checkbox"/>		
<u>[Signature]</u> Steve Schabot, Ward 8	<input checked="" type="checkbox"/>		
<u>[Signature]</u> Sara Pasti, Ward 1	<input checked="" type="checkbox"/>		



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(HA)

**CITY OF KINGSTON**  
**Office of the Comptroller**  
comptroller@kingston-ny.gov

John Tuey, Comptroller



Steven T. Noble, Mayor

December 21, 2023

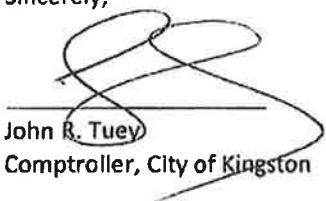
Common Council President Andrea Shaut  
City of Kingston Common Council  
420 Broadway  
Kingston, NY 12401

RE: Results of RFP for Citywide Professional Audit Services

Dear President Shaut,

An internal committee has reviewed the responses to the RFP (Request For Proposal) issued for professional auditing services. Upon the completion of our team's evaluation process, we unanimously recommend the Common Council to appoint EFPR Group, CPA's PLLC of Williamsville, NY as the City's independent auditing firm. I've attached EFPR Group's RFP response to this communication.

Sincerely,



John R. Tuey  
Comptroller, City of Kingston

cc: Mayor Steven T. Noble



**RESOLUTION 26 of 2024**

**RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON,  
NEW YORK, AUTHORIZING THE RENEWAL OF THE INTER-MUNICIPAL  
AGREEMENT BETWEEN THE TOWN OF ULSTER AND CITY OF KINGSTON  
FOR SHARED POLICE SERVICES**

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

**WHEREAS**, a request has been made to authorize the renewal of the Inter-Municipal Agreement between the Town of Ulster and City of Kingston for shared police services with said Agreement to be in place for two (2) years, subject to approval of the Town of Ulster.

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

**SECTION 1.** That the Common Council of the City of Kingston, New York authorizes the renewal of the Inter-Municipal Agreement between the Town of Ulster and the City of Kingston for shared police services, with said Agreement to be in place for two (2) years, subject to the approval of the Town of Ulster, as per the attached.

**SECTION 2.** This resolution shall take effect immediately.

Submitted to the Mayor this \_\_\_\_ day of \_\_\_\_\_, 2024      Approved by the Mayor this \_\_\_\_ day of \_\_\_\_\_, 2024

\_\_\_\_\_  
Elisa Tinti, City Clerk      \_\_\_\_\_  
Steven T. Noble, Mayor

Adopted by Council on \_\_\_\_\_, 2024





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THE CITY OF KINGSTON COMMON COUNCIL

LAWS & RULES  
COMMITTEE REPORT

DEPARTMENT: Police

DATE: 1/2/2024

Description:

~~Annual~~ renewal of the inter municipal agreement between the Town of Ulster and the City of Kingston. TO BE IN PLACE FOR 2 YEARS SUBJECT TO APPROVAL OF TOU.

Signature



Motion by

RSC

Seconded by

BD

Action Required:

SEQRA Decision:

Type I Action

Type II Action

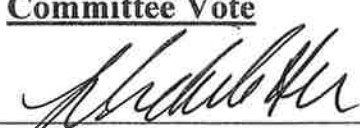
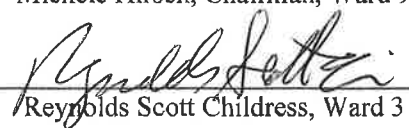
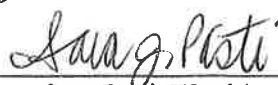

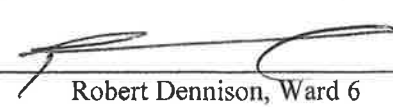
Unlisted Action

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

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

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

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

Committee Vote	YES	NO
 Michele Hirsch, Chairman, Ward 9	✓	
 Reynolds Scott Childress, Ward 3	✓	
 Sara Pasti, Ward 1	✓	
 Teryl Mickens, Ward 5	✓	
 Robert Dennison, Ward 6	✓	

①

(L+R)

**CITY OF KINGSTON**  
**Police Department**  
police@kingston-ny.gov

Egidio Tinti, Police Chief



Steven T. Noble, Mayor

January 3, 2024

Honorable Andrea Shaut  
Alderman-at-Large  
420 Broadway  
Kingston, NY 12401

Dear Ms. Shaut,

I am respectfully requesting that you refer the accompanying inter-municipal agreement to the appropriate committee for their review.

The agreement is between the Town of Ulster and the City of Kingston police departments for shared police services.

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

Sincerely,

Egidio Tinti  
Chief of Police  
City of Kingston Police Department

EFT

Enclosure

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

1

(L+R)

# CITY OF KINGSTON

## Police Department

police@kingston-ny.gov

Egidio Tinti, Police Chief



Steven T. Noble, Mayor

January 3, 2024

Honorable Andrea Shaut  
Alderman-at-Large  
420 Broadway  
Kingston, NY 12401

Dear Ms. Shaut,

I am respectfully requesting that you refer the accompanying inter-municipal agreement to the appropriate committee for their review.

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

Sincerely,

Egidio Tinti  
Chief of Police  
City of Kingston Police Department

EFT

Enclosure

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

THE CITY OF KINGSTON COMMON COUNCIL

LAWS & RULES  
COMMITTEE REPORT

DEPARTMENT: Police

DATE: 1/2/2024

**Description:**

Annual renewal of the inter municipal agreement between the Town of Ulster and the City of Kingston.

Signature



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

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

Action Required:

SEQRA Decision:

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

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

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

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

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

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

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

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

**INTERMUNICIPAL AGREEMENT  
POLICE SERVICES**

This agreement is made this 2<sup>nd</sup> day of December, 2023, between the Town of Ulster, a municipal corporation with its principal place of business at 1 Town Hall Drive, Lake Katrine, NY 12449, and the City of Kingston, a municipal corporation with its principle place of business at the Kingston City Hall, 420 Broadway, Kingston, NY 12401.

**RECITALS**

WHEREAS, Section 119-0 of the General Municipal Law permits municipal corporations to enter into agreements for the performance amongst themselves or one for the other of their respective functions, powers and duties on a cooperative or contract basis or for the provision of a joint service; and

WHEREAS, the General Municipal Law further provides that municipal corporations that enter into such agreements for a joint service may extend the appropriate territorial jurisdiction of the participants necessary to fulfill such service, and personnel assigned to a joint service shall possess the same powers, duties, immunities, and privileges they would ordinarily possess if they performed them in the area where they are employed; and

WHEREAS, the Town of Ulster's geographical borders surround the City of Kingston on three (3) sides, and both municipal corporations are located within the County of Ulster, and both municipal corporations employ their own police departments which currently provide police services exclusively to their own respective jurisdictions; and

WHEREAS, the parties have determined that it is in the best interests of the respective communities and of mutual advantage to enter into this Agreement for the provision of inter-agency law enforcement services on a day-to-day basis or for specialized assignments;

NOW THEREFORE, pursuant to the above considerations and the covenants and mutual benefits herein expressed, the parties agree as follows:

**ARTICLE ONE  
Purpose of the Agreement**

The purpose of this Agreement is to:

1. Formalize the relationship between the City of Kingston Police Department and the Town of Ulster Police Department and enhance and define the scope of the inter-agency cooperation;
2. Eliminate the need to follow the formal procedure set forth in GML § 209-m to request assistance from the other party in the form of personnel and or equipment;
3. Provide for more efficient utilization of law enforcement resources and services;
4. Provide for enhanced effectiveness of response to requests to handle and resolve law enforcement intervention situations;

5. To ensure an adequate number of trained and equipped law enforcement officers to handle and resolve emergency, disaster, and violent situations; as well as routine law enforcement services which cannot be met with the resources of one of the parties to this Agreement; and
6. Provide for the development of joint policies, procedures and use of training exercises or programs where skills, knowledge, procedures and expertise are shared with each other's department and personnel.
7. Provide for the possibility of obtaining and maintaining shared equipment.

## ARTICLE TWO

### Scope of Agreement

Inter-jurisdictional law enforcement service and assistance (mutual aid) may be provided among the parties during those times of both:

1. Emergency, and
2. Routine law enforcement work of a non-emergency nature to fulfill a mutual aid request. Examples of this type of situation would include but not be limited to:
  - Temporary assignment of law enforcement officers and/or equipment of one party to the other for patrol purposes and response to calls for service where the police officers and/or equipment of the party requesting assistance may be unavailable due to prior calls for service;
  - Response of officer(s) of one party into the other parties' jurisdiction to provide backup for police officers on or responding to calls which would require a two officer response and only one officer of the requesting party is available;
  - Conducting joint investigations, tactical incident responses and executions of warrants;
  - Conducting joint training and development of policies and procedures. With the goal of the latter function to pursue joint accreditation or certification;
  - Development of policies and procedures for multiple agency teams. In the case of a joint tactical team, rules and regulations shall be established providing for a single team commander and team leaders, a single set of standard operational procedures, training records maintenance, and the fiscal responsibilities of each agency; and
  - Sharing of personnel, equipment and facilities.

It is not the intent of this Agreement to circumvent any collective bargaining agreements in place within either jurisdiction in regard to staffing and payment of overtime to cover shift shortages. Rather it is the intent of this Agreement to maximize the effectiveness, efficiency and safety of the police officers of both parties while working their pre-scheduled shift.

### ARTICLE THREE

#### Power and Authorization

Each party authorizes the police officers working at the time mutual aid is needed to request temporary assistance from the other party. This request should come from a supervisor of the requesting agency at the time, whenever possible. Any request for assistance that is pre-planned and/or will be of longer duration (i.e. training, large scale pre-planned events) should come through the respective Police Chief, or his designee. The judgment of the officer authorized under this Agreement of each municipality rendering aid as to the amount of personnel, supplies and equipment available shall be final.

1. The obligation to render mutual aid is strictly voluntary in nature. It does not place either party under any obligation to respond to a request for mutual aid or assistance of the other party that it is unable or unwilling to honor. Such law enforcement aid may be provided on an actual or standby basis.
2. Each party agrees that the responding party may hold back sufficient personnel and equipment to provide adequate protection within the territory of the responding party. Should a need for the loaned personnel and equipment arise within the territory of the responding party, then the responding party may recall such personnel and equipment or any part thereof. The responding party shall inform the requesting party of its intent to withdraw from the situation.
3. Pursuant to GML Sections § 119-n(c) and § 119-o, police officers assisting another local government outside their normal geographical area of employment shall have all powers and authority of law enforcement officers in such other jurisdiction as provided by law, including the power of arrest. Specifically, police officers of the City of Kingston Police Department and Town of Ulster Police Department shall have the same powers as do the police officers of either jurisdiction, when acting pursuant to this Agreement.

### ARTICLE FOUR

#### Control of Personnel and Equipment

The officer in charge of the requesting party shall be in command of the operation(s) under which the equipment and personnel sent by the responding party shall serve; provided that the responding personnel and equipment shall be under the immediate supervision of the officer in charge of the responding party, if more than one officer responds.

Further, each party authorizes the respective Police Chief, or his designee, to prearrange training exercises and programs, as well as temporary assignment of police officers and/or equipment to another law enforcement agency for training, response or investigatory purposes.

### ARTICLE FIVE

#### Compensation and Expenses



All individuals shall retain all of their pension, disability, contractual and compensation rights (including workers' compensation and GML § 207-C benefits) while performing duties in accordance with this Agreement. All salaries, legal and contractual benefits, and other personnel costs together with equipment and supply costs will be the responsibility of the respective local government employing the officer.

Neither participant, as a requesting party, shall be obligated to compensate the responding party for services rendered by or injuries to the responding party's personnel, or for the use or damage to the responding party's equipment. Specifically, and without limiting the foregoing, the requesting party shall have no obligation for payment of wages or withholding for unemployment, workers compensation, GML § 207-C benefits, or for the payment of any other benefits to the personnel of the responding party. Each participant hereto hereby expressly waives all claims of whatever type or nature, except for gross negligence, against the other and its personnel, which may arise out of the performance of this Agreement. The terms of this provision may be altered if agreed to separately by the parties Police Chief and respective municipal board.

#### ARTICLE SIX Liability and Indemnification

Neither party shall incur any liability or responsibility for the failure to respond to any request for assistance made pursuant to this Agreement. This Agreement shall not be construed as or deemed to be an Agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action whatsoever hereunder for any cause whatsoever.

The party requesting assistance and/or mutual aid pursuant to the terms of this agreement shall assume the defense of, fully indemnify and hold harmless, the responding party, its officers and employees, from all claims, loss, damage, injury, and liability of every kind, nature, and description, directly or indirectly arising from the responding party's work during the specified mutual aid or assistance situation. The scope of the requesting party's duty to indemnify includes, but is not limited to, suits arising from, or related to, negligent or wrongful use of equipment or supplies on loan to the requesting party, or faulty workmanship or other negligent acts, errors, or omissions by the requesting party's or the responding party's personnel.

#### ARTICLE SEVEN Rules and Regulations

The Police Chiefs of the local governments shall establish uniform rules and regulations for requesting and rendering mutual aid as necessary and appropriate to implement this Agreement. Vehicles, firearms, equipment and apparatus furnished in or for mutual aid shall be operated by personnel trained in the proper use of same.

It is understood that under no circumstance will privately owned vehicles or equipment be utilized in providing mutual aid unless commandeered or authorized by the commanding officer of the local government receiving aid, with the exception of individual officer equipment that is authorized by the employing agency.

## ARTICLE EIGHT

### Cooperation and Line of Duty Death or Injury

In the event a mutual aid or assistance situation results in an officer-involved shooting, accidental injury or other event or results requiring investigation or review, both parties will cooperate and consult with each other in the conduct of such investigation or review. Each local government and each law enforcement agency will make available to the other any information or resources necessary to conduct such investigation or review.

The Police Chiefs will fully communicate, consult and cooperate with each other to ensure that a thorough, efficient and effective investigation or review is conducted and that unnecessary duplication is avoided. The results of such investigation shall be shared with each local government.

The effect of the death, injury or disability of any officer who is killed, injured or disabled outside the territorial limits of either participating entity while in the performance of this Agreement, shall be the same as if they were killed, injured or were to become disabled while that officer was functioning within its own territorial limits, and such injury or death shall be considered to be in the line of duty.

## ARTICLE NINE

### Administration

It is the intention of the participants that no separate legal entity is created by this Agreement to carry out its provisions. To the extent this Agreement requires administration other than as set forth herein, it shall be administered by the governing bodies or an appointee of the governing bodies hereto acting as a joint board.

No real or personal property shall be acquired by the participants because of this Agreement.

Each party shall have equal access to the records created by the other party related to incidents responded to under this Agreement.

ARTICLE TEN  
Compliance with Laws

Each participant agrees that each will comply with all applicable, federal, state and local laws, rules and regulations applicable to the respective entities and employees in connection with the performance of this Agreement.

ARTICLE ELEVEN  
Approval, Duration and Termination


1. This Agreement shall not be effective until approved by a majority vote, as required by section 119-0 of the General Municipal Law, of the governing body of each party.
2. This agreement may be changed, modified or amended by written agreement of the participants, subject to the requirements of paragraph 1 of this Article.
3. This agreement shall terminate on December 31, 2024. The terms herein shall continue, however, until both legislative bodies have held their annual organizational meetings. At such meetings, this agreement shall be considered for renewal, and if approved by each legislative body, such renewal shall be made effective January 1, 2025. Either party may terminate any rights and obligations under this Agreement at any time by giving thirty days written notice of its intent to withdraw from this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement the date and year below written.

TOWN OF ULSTER

CITY OF KINGSTON

By:

  
Clayton Van Kleeck  
Deputy Town Supervisor

By:

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

**RESOLUTION 27 of 2024**

**RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON,  
NEW YORK, AMENDING COMMON COUNCIL RULES TO CHANGE THE  
NAME OF THE COMMITTEE KNOWN AS COMMUNITY DEVELOPMENT  
TO COMMUNITY DEVELOPMENT AND HOUSING**

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

**WHEREAS**, a request has been made to amend Common Council Rules to change the name of the Committee known as Community Development to Community Development and Housing; and

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

**SECTION 1.** That the Common Council of the City of Kingston authorizes amending Common Council Rules to change the name of the Committee known as Community Development to Community Development and Housing.

**SECTION 2.** This resolution shall take effect immediately.

Submitted to the Mayor this \_\_\_\_ day of  
\_\_\_\_\_, 2024

Approved by the Mayor this \_\_\_\_ day of  
\_\_\_\_\_, 2024

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

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

Adopted by Council on \_\_\_\_\_, 2024

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THE CITY OF KINGSTON COMMON COUNCIL

LAWS & RULES  
COMMITTEE REPORT

DEPARTMENT: COUNCIL

DATE: 1/17/24

Description:

RESOLUTION TO AMEND THE COUNCIL RULES  
CHANGE THE NAME OF COMMUNITY DEVELOPMENT  
TO COMMUNITY DEVELOPMENT & HOUSING

Signature \_\_\_\_\_

Motion by SP

Seconded by BD

Action Required:

SEQRA Decision:

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

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


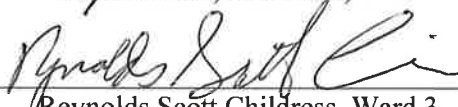
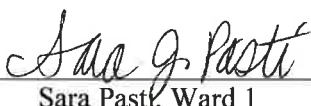
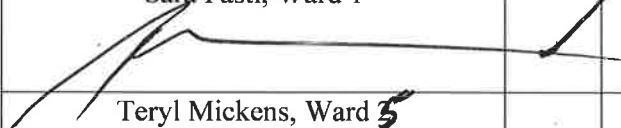
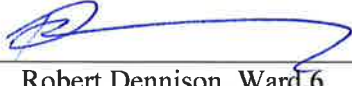
Unlisted Action \_\_\_\_\_

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

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

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

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

Committee Vote	YES	NO
 Michele Hirsch, Chairman, Ward 9	<input checked="" type="checkbox"/>	<input type="checkbox"/>
 Reynolds Scott Childress, Ward 3	<input checked="" type="checkbox"/>	<input type="checkbox"/>
 Sara Pasti, Ward 1	<input checked="" type="checkbox"/>	<input type="checkbox"/>
 Teryl Mickens, Ward 5	<input checked="" type="checkbox"/>	<input type="checkbox"/>
 Robert Dennison, Ward 6	<input checked="" type="checkbox"/>	<input type="checkbox"/>

3

L+R

**Tinti, Elisa**

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**From:** Shaut, Andrea  
**Sent:** Friday, January 5, 2024 9:22 AM  
**To:** Tinti, Elisa  
**Subject:** For Communication Folder

Good morning,

I inadvertently left a word out of the Council Rules. I believe it is important to make the change promptly; therefore, I will request the Laws & Rules Committee to make an amendment. I would like the Community Development committee to be named Community Development & Housing.

Please include this email in my communications folder.

Thank you,

Andrea Shaut

Council President, City of Kingston

## **RESOLUTION 28 of 2024**

### **RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON ALLOWING E-BIKES TO OPERATE ON PATHWAYS IN THE CITY OF KINGSTON, NEW YORK**

Sponsored By Public Safety/General Government  
Committee: Alderman: Dennison, Edwards,  
Mickens, Andrews, Scott-Childress

**WHEREAS**, a request has been made to allow e-bikes to operate on pathways in the City of Kingston, New York; and

**WHEREAS**, effective August 2, 2020, New York State law allows the operation of electric assist vehicles (e-bikes and -e-scooters) on some highways and streets in New York State; and

**WHEREAS**, operation of electric assist vehicles is permitted on municipal multi-use paths, municipal parking lots and municipal parks only with local approval; and

**WHEREAS**, the City of Kingston has municipal multi-use paths, municipal parking lots and municipal parks that can be safely used by electric assist vehicles; and

**WHEREAS**, The State of New York Vehicle and Traffic laws regulate the use of electric assisted vehicles.

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

**SECTION 1.** That the Common Council of the City of Kingston hereby authorizes that electric assist vehicles (e-bikes and e-scooters) may be operated in the City of Kingston on municipal multi-use paths, municipal parking lots and municipal parks in accordance with the laws of the State of New York governing the operation of vehicles in public places.

**SECTION 2.** The City of Kingston Director of Parks and Recreation may prohibit the use of electric assist vehicles on municipal multi-use paths, municipal parking lots and municipal parks if the Director deems the operation of electric assist vehicles to be unsafe or a risk to the public. Prohibition shall be indicated by posting signage describing the prohibition.

**SECTION 2.** This resolution shall take effect immediately.

Submitted to the Mayor this \_\_\_\_ day of  
\_\_\_\_\_, 2024

Approved by the Mayor this \_\_\_\_ day of  
\_\_\_\_\_, 2024

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

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

Adopted by Council on \_\_\_\_\_, 2024



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THE CITY OF KINGSTON COMMON COUNCIL

PUBLIC SAFETY/GENERAL GOVERNMENT  
COMMITTEE REPORT

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

DATE: 1/24/24

Description:




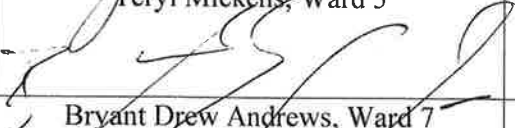

RESOLUTION TO ALLOW EBIKES ON PATHWAYS

Signature \_\_\_\_\_

Motion by RS DA

Seconded by RSC

Action Required:

Committee Vote	YES	NO
 Robert Dennison, Chairman, Ward 6	<input checked="" type="checkbox"/>	<input type="checkbox"/>
 Jeanne Edwards, Ward 4	<input checked="" type="checkbox"/>	<input type="checkbox"/>
 Teryl Mickens, Ward 5	<input checked="" type="checkbox"/>	<input type="checkbox"/>
 Bryant Drew Andrews, Ward 7	<input checked="" type="checkbox"/>	<input type="checkbox"/>
 Reynolds Scott-Childress, Ward 3	<input checked="" type="checkbox"/>	<input type="checkbox"/>

A resolution to allow Ebikes to operate on pathways in the City of Kingston NY

Where as :

Effective August 2, 2020 New York State Law allows the operation of electric assist vehicles ( ebikes and escooters ) on some highways and streets in New York State.

Where as:

Operation of electric assist vehicles is permitted on municipal multiuse paths, municipal parking lots and municipal parks only with local approval:

Where as:

The City of Kingston has municipal multiuse paths, municipal parking lots and municipal parks that can be safely used by electric assist vehicles.

Where as :

The State of New York Vehicle and Traffic laws regulate the use of electric assisted vehicles.

Resolved:

Electric assist vehicles (ebikes and escooters ) may be operated on municipal multiuse paths, municipal parking lots and municipal parks in accordance with the Laws of the State of New York governing the operation of vehicles in public places. The City of Kingston Director of Parks and Recreation may prohibit the use of electric assist vehicles on municipal multiuse paths, municipal parking lots and municipal parks if the Director deems the operation of electric assist vehicles to be unsafe or a risk to the public. Prohibition shall be indicated by posting signage describing the prohibition.

**RESOLUTION 29 of 2024**

**RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON,  
NEW YORK, AUTHORIZING TO RAISE THE FEE FOR REMOVAL OF A  
CITY TREE UNDER CHAPTER 373-12 OF THE CODE OF THE CITY OF  
KINGSTON, NEW YORK**

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

**WHEREAS**, a request has been made to authorize the raising of the fee for the removal of a City tree under Chapter 373-12 (Penalties for Offenses) of the Code of the City of Kingston, New York.

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

**SECTION 1.** That the Common Council of the City of Kingston, New York authorizes raising the fee for the removal of a City tree under Chapter 373-12 (Penalties for Offenses) of the Code of the City of Kingston from \$250.00 to \$1, 250.00.

**SECTION 2.** This resolution shall take effect immediately.

Submitted to the Mayor this \_\_\_\_ day of \_\_\_\_\_, 2024

Approved by the Mayor this \_\_\_\_ day of \_\_\_\_\_, 2024

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

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

Adopted by Council on \_\_\_\_\_, 2024

29

THE CITY OF KINGSTON COMMON COUNCIL

LAWS & RULES  
COMMITTEE REPORT

DEPARTMENT: PLANNING

DATE: 1/17/24

Description:

A RESOLUTION TO RAISE THE FEE FOR REMOVAL  
OF A CITY TREE UNDER CHAPTER 373-12  
FROM \$250.00 TO \$1,250.00

Signature \_\_\_\_\_

Motion by RSC

Seconded by BD

Action Required:

SEQRA Decision:

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

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


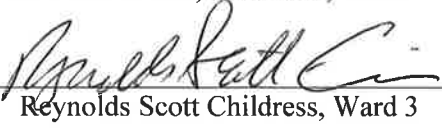
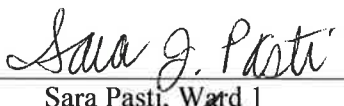
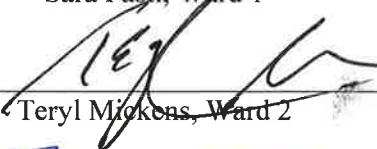

Unlisted Action \_\_\_\_\_

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

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

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

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

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

(4)

(T9A)

**Tinti, Elisa**

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**From:** Hirsch, Michele  
**Sent:** Thursday, November 30, 2023 5:30 PM  
**To:** Shaut, Andrea  
**Cc:** Tinti, Elisa  
**Subject:** City of Kingston Chapter 373 Trees

Dear President Shaut,

Please accept this communication for assignment to the appropriate committee for a discussion to raise the civil penalties under Chapter 373-12. A penalty of up to \$250 per offense seems woefully inadequate for the removal of a City of Kingston tree.

Thank you for your consideration.

With kind regards,

Michele Hirsch  
Alderwoman, Ward 9

**RESOLUTION 30 of 2024**

**RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON,  
SETTING AN ANNUAL FEE FOR LICENSES THAT CONFER  
AUTHORIZATION TO USE AND/OR INTRUDE UPON MUNICIPAL  
PROPERTY FOR A SPECIFIED PURPOSE**

Sponsored By: Finance/Audit Committee: Alderman: Scott-  
Childress, Tierney, Hirsch, Schabot, Pasti

**WHEREAS**, a request has been made to set an annual fee for licenses that confer authorization to use and/or intrude upon municipal property for a specified purpose at \$250.00; and

**WHEREAS**, requests for a license of less than one year may be pro-rated.

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

**SECTION 1.** That the Common Council of the City of Kingston, New York authorizes and sets an annual fee for licenses that confer authorization to use and/or intrude upon municipal property for a specified period at \$250.00 and that requests for a license of less than one year may be pro-rated.

**SECTION 2 .** This resolution shall take effect immediately.

Submitted to the Mayor this \_\_\_\_ day of \_\_\_\_\_, 2024

Approved by the Mayor this \_\_\_\_ day of \_\_\_\_\_, 2024

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

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

Adopted by Council on \_\_\_\_\_, 2024

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

**REQUEST DESCRIPTION**

INTERNAL TRANSFER \_\_\_\_\_  
AUTHORIZATION \_\_\_\_\_  
CLAIMS \_\_\_\_\_

CONTINGENCY TRANSFER \_\_\_\_\_  
BUDGET MODIFICATION \_\_\_\_\_  
ZONING \_\_\_\_\_

TRANSFER \_\_\_\_\_  
BONDING REQUEST \_\_\_\_\_  
OTHER \_\_\_\_\_

DEPARTMENT: City Council DATE: 1/10/24

**Description:**

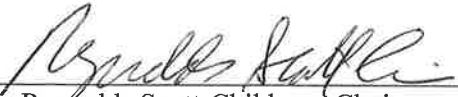
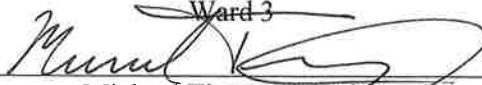


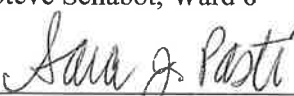
~~REMOVED~~  
Set annual fee for licenses that confer authorization to use and/or intrude upon municipal property for a specified purpose at \$250. Requests for a license of less than one year may be pro-rated.

Estimated Financial Impact: \$ N/A Signature \_\_\_\_\_

Motion by MH

Seconded by SP

Action Required:

<u>Committee Vote</u>	<u>YES</u>	<u>NO</u>
 Reynolds Scott-Childress, Chairman, Ward 3	✓	
 Michael Tierney, Ward 2	✓	
 Bryant Drew Andrews, Ward 7	✓	
 Steve Schabot, Ward 8	✓	
 Sara Pasti, Ward 1	✓	

19

FHA

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



Steven T. Noble, Mayor

Barbara Graves-Poller, Corporation Counsel

January 4, 2024

Aldерwoman at Large Andrea Shaut, President  
City of Kingston Common Council  
City Hall - 420 Broadway  
Kingston, NY 12401

Re: Fee Schedule Additions

Dear President Shaut,

I write to address to two fee schedule-related issues.

First, as Alderwoman Hirsch noted the November Finance & Audit Committee meeting, the current fee schedule does not set a fee for one type of license, Clerk's Office authorization for transient property operations, required under Administrative Code § 277-1. That provision makes it "unlawful, without obtaining a license from the City Clerk, for any person, firm or corporation, either as owner, tenant or agent, to run, operate or maintain in the City of Kingston, a hotel, motel, inn, boardinghouse, lodging house, rooming house, association, club or any building used in the business of renting rooms or furnishing meals with accommodations for more boarders than allowed in a single-family dwelling ...." After consulting with the Mayor, Planning Department, Building Safety Department, and Director of Housing Initiatives, I am recommending that the fee be set at \$150—an amount that reasonably approximates the administrative costs of ensuring compliance without imposing undue burdens on economic activity.

Second, the City has not yet established fees for granting licenses that confer time-delimited authorization to use and/or intrude upon municipal property for a specified purpose—a process somewhat similar to but more limited than granting an easement. Based on the relatively modest administrative burdens associated with reviewing and recording these documents, as well as my communications with the Mayor and Planning Department, I recommend that the Common Council adopt a \$100 annual processing fee for this type of license.

I ask that you please place these discussion items on the agenda for the next regularly scheduled Finance & Audit Committee meeting. If you have any questions, please do not hesitate to contact me.

Respectfully submitted,

\_\_\_\_\_  
Barbara Graves-Poller  
Corporation Counsel



**RESOLUTION 31 of 2024**

**RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON,  
SETTING AN ANNUAL FEE FOR A LICENSE TO OPERATE A HOTEL,  
MOTEL, INN, BOARDING HOUSE, LODGING HOUSE, ROOMING HOUSE,  
ASSOCIATION, CLUB, OR ANY BUSINESS OF RENTING ROOMS AS PER  
ADMINISTRATIVE CODE SECTION 277-1 OF THE CITY OF KINGSTON**

Sponsored By: Finance/Audit Committee: Alderman: Scott-  
Childress, Tierney, Hirsch, Schabot, Pasti

**WHEREAS**, a request has been made to set an annual fee of \$150.00 for licenses to operate a hotel, motel, inn, boarding house, lodging house, rooming house, association, club, or any business of renting rooms as per the Administrative Code Section 277-1 of the City of Kingston.

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

**SECTION 1.** That the Common Council of the City of Kingston, New York authorizes and sets an annual fee of \$150.00 for licenses to operate a hotel, motel, inn, boarding house, lodging house, rooming house, association, club or any business of renting rooms as per the Administrative Code Section 277-1 of the City of Kingston.

**SECTION 2.** This resolution shall take effect immediately.

Submitted to the Mayor this \_\_\_\_ day of \_\_\_\_\_, 2024

Approved by the Mayor this \_\_\_\_ day of \_\_\_\_\_, 2024

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

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

Adopted by Council on \_\_\_\_\_, 2024

THE CITY OF KINGSTON COMMON COUNCIL  
FINANCE/AUDIT  
COMMITTEE REPORT

REQUEST DESCRIPTION

INTERNAL TRANSFER \_\_\_\_\_  
AUTHORIZATION \_\_\_\_\_  
CLAIMS \_\_\_\_\_

CONTINGENCY TRANSFER \_\_\_\_\_  
BUDGET MODIFICATION \_\_\_\_\_  
ZONING \_\_\_\_\_

TRANSFER \_\_\_\_\_  
BONDING REQUEST \_\_\_\_\_  
OTHER \_\_\_\_\_

DEPARTMENT: Corp Counsel DATE: 1/10/24

Description: annual  
Set fee for licence to operate hotel, motel, inn, boarding house,  
lodging house, rooming house, association, club or any business  
of renting rooms as per Admin Code § 277-1 @ \$150.00.

Estimated Financial Impact: \$ N/A Signature \_\_\_\_\_

Motion by MH

Seconded by SP

Action Required:

<u>Committee Vote</u>		<u>YES</u>	<u>NO</u>
<u>Reynolds Scott-Childress</u> Reynolds Scott-Childress, Chairman, Ward 3	✓		
<u>Michael Tierney</u> Michael Tierney, Ward 2	✓		
<u>Bryant Drew Andrews</u> Bryant Drew Andrews, Ward 9	✓		
<u>Steve Schabot</u> Steve Schabot, Ward 8	✓		
<u>Sara Pasti</u> Sara Pasti, Ward 1	✓		

(P)

(F+A)

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



Steven T. Noble, Mayor

Barbara Graves-Poller, Corporation Counsel

January 4, 2024

Alderwoman at Large Andrea Shaut, President  
City of Kingston Common Council  
City Hall - 420 Broadway  
Kingston, NY 12401

Re: Fee Schedule Additions

Dear President Shaut,

I write to address to two fee schedule-related issues.

First, as Alderwoman Hirsch noted the November Finance & Audit Committee meeting, the current fee schedule does not set a fee for one type of license, Clerk's Office authorization for transient property operations, required under Administrative Code § 277-1. That provision makes it "unlawful, without obtaining a license from the City Clerk, for any person, firm or corporation, either as owner, tenant or agent, to run, operate or maintain in the City of Kingston, a hotel, motel, inn, boardinghouse, lodging house, rooming house, association, club or any building used in the business of renting rooms or furnishing meals with accommodations for more boarders than allowed in a single-family dwelling ...." After consulting with the Mayor, Planning Department, Building Safety Department, and Director of Housing Initiatives, I am recommending that the fee be set at \$150—an amount that reasonably approximates the administrative costs of ensuring compliance without imposing undue burdens on economic activity.

Second, the City has not yet established fees for granting licenses that confer time-delimited authorization to use and/or intrude upon municipal property for a specified purpose—a process somewhat similar to but more limited than granting an easement. Based on the relatively modest administrative burdens associated with reviewing and recording these documents, as well as my communications with the Mayor and Planning Department, I recommend that the Common Council adopt a \$100 annual processing fee for this type of license.

I ask that you please place these discussion items on the agenda for the next regularly scheduled Finance & Audit Committee meeting. If you have any questions, please do not hesitate to contact me.

Respectfully submitted,

\_\_\_\_\_  
Barbara Graves-Poller  
Corporation Counsel

**RESOLUTION 32 of 2024**

**RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF  
KINGSTON, NEW YORK, AUTHORIZING THE MAYOR TO ENTER  
INTO TWO EASEMENT AGREEMENTS FOR 166 DELAWARE AVENUE  
AND 7 CORDTS STREET**

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

**WHEREAS**, a request has been made for easements to be granted to Linda S. Sasso and Thomas Yonta Jr. for 166 Delaware Avenue, SBL 56.28-1-13.100 and to Howard Johnson for 7 Cordts Street, SBL 56.28-1-14.100 as a result of encroachments onto City property.

**WHEREAS**, the granting of said easements is in the best interests of the City of Kingston.

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

**SECTION 1.** That the Common Council of the City of Kingston hereby authorizes the Mayor to enter into two permanent Easement Agreements, as attached hereto, with Linda S. Sasso and Thomas Yonta Jr. for 166 Delaware Avenue, SBL 56.28-1-13.100 and with Howard Johnson for 7 Cordts Street, SBL 56.28-1-14.100.

**SECTION 2.** That the Common Council of the City of Kingston approves the granting of said Easement to Linda S. Sasso and Thomas Yonta Jr. for the sum of Ten (\$10.00) Dollars and upon receipt of said sum the Mayor is authorized to execute any and all documents necessary to effectuate said Easement.

**SECTION 3.** That the Common Council of the City of Kingston approves the granting of said Easement to Howard Johnson for the sum of Ten (\$10.00) Dollars and upon receipt of said sum the Mayor is authorized to execute any and all documents necessary to effectuate said Easement.

**SECTION 4.** That both of said Easements shall be executed by all parties within thirty (30) days of the date of this resolution and the Grantees, Linda S. Sasso, Thomas Yonta Jr. and Howard Johnson shall be responsible for any and all filing fees.

**SECTION 5.** This resolution shall take effect immediately.

Submitted to the Mayor this \_\_\_\_ day of  
\_\_\_\_\_, 2024

Approved by the Mayor this \_\_\_\_ day of  
\_\_\_\_\_, 2024

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

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

Adopted by Council on \_\_\_\_\_, 2024

THE CITY OF KINGSTON COMMON COUNCIL

LAWS & RULES  
COMMITTEE REPORT

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

DATE: 1/23/24

Description:

A RESOLUTION AUTHORIZING THE MAYOR TO  
ENTER INTO TWO EASEMENT AGREEMENTS FOR 166 DELAWARE  
AVENUE SBL # 56.28-1-13.100 FOR \$ 10.00  
EACH.

Signature \_\_\_\_\_

Motion by BD

Seconded by RSC

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

SEQRA Decision:

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

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



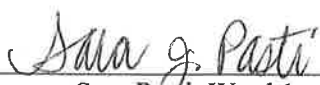


Unlisted Action \_\_\_\_\_

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

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

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

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

Committee Vote	YES	NO
 Michele Hirsch, Chairman, Ward 9	✓	
 Reynolds Scott Childress, Ward 3	✓	
 Sara Pasti, Ward 1	✓	
 Teryl Mickens, Ward 5	✓	
 Robert Dennison, Ward 6	✓	

**Tracy M. Kellogg, Esq.**

325 Albany Avenue  
Kingston, NY 12401  
(914) 388-7615 (Phone)

tk@tracykellogg.com

Oct. 27, 2023

**Andrea Shaut**  
Common Council  
355 Hasbrouck Ave.

RE: Easement Request

REFER TO  
COPP COUNSEL  
PLANNING

I am submitting this letter requesting that the City of Kingston grant an easement over lands owned by the City along Delaware Avenue and Cordts Street. I represent a Buyer for the parcel known as 166 Delaware Avenue SBL #56.28-1-13.100. This parcel and the adjoining parcel recently went before the City Planning Board for a Lot Line Adjustment and in the process the surveyor discovered that the parcels both encroached upon the City lands. The owners of 166 Delaware Avenue have held the property in the family through several generations and to the best of my knowledge the residential structure was constructed in the early 1930s. The house structure itself appears to encroach approximately 25 feet from the outside edge of the municipal sidewalk on the Delaware Avenue side and 5 feet from the edge of the sidewalk on the Cordts Street side.

The property owners would ask that the City grant them an easement over the land between their current boundary and the inside edge of the sidewalk.

Without the easement we are currently unable to obtain a clear title allowing for Title Insurance and rendering the house unsaleable.

We understand that the specific language for the easement would be reviewed approved by the City Counsel. The landowner will be responsible for the cost of preparing all documentation and recording with the Ulster County Clerk's Office, if approved by the Common Council.

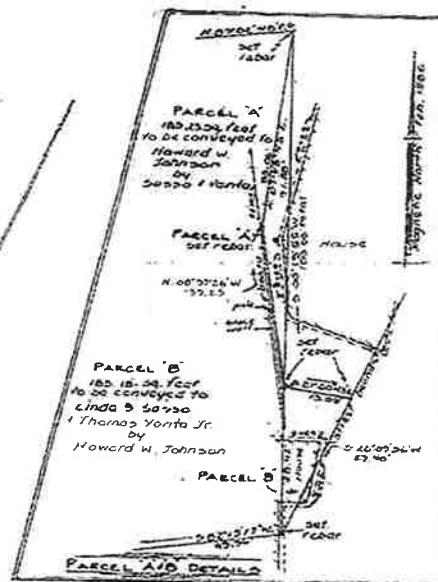
I have included with this letter a copy of the current subdivision map that was created for the Lot Line Adjustment, we will provide you with a full size copy if needed.

Thank you for your consideration in this matter.

Thank you,

  
Tracy Kellogg

Cc: John Greco, Linda Sasso, Thomas Yonta Jr., Kevin Lane

[illegible]

<i>Thomas Y. Kelly</i> name / (please print)	<i>1965</i> date	<i>Frank A. Jones</i> name / (please print)	<i>1965</i> date	<i>Frank A. Jones</i> name / (please print)	<i>1965</i> date
---	---------------------	--	---------------------	--	---------------------

(3) One side yard must be minimum of 2 feet wide in the R-1 District and 4 feet in the R-2 District and must be in the R-1 District in case of a dwelling created without a change of ownership and which is not a new lot. It is deemed to have the front and the only side yard and no rear yard. One side yard shall not be less than 10 feet wide in the R-2 District and 12 feet in the R-1 District. The other side yard shall not be less than 2 feet wide, except that in the case of a dwelling created without a change of ownership, it shall not be less than 2 feet in the R-2 District and 4 feet in the R-1 District.

(4) Minimum segregate width of both yards of 10 feet. Rear yard may be reduced in lots with depth within 100 feet, by 1 foot for each 2 feet by which the depth of the lot is reduced. In no case shall the depth of the lot be less than 10 feet.

PARCELS AREA	
<p>Lands of Sosaal Yanto</p> <p>2212-41 30 feet prior to revisions</p> <p>2212-41 30 feet prior to revisions</p>	<p>Lands of Johnson</p> <p>2212-41 30 feet prior to revisions</p> <p>2212-41 30 feet prior to revisions</p>
<p>NOTE: Present and future owners of lands of Sosaal and Yanto shall have a decided right to a fence. Parcel 1 to maintain the fence along the west boundary of Parcel 1.</p>	

Map 2 The bounds of Delaware Ave. and Cordis St. are per map of property of Cordis and Huron made by Thompson and Ourlard in 1881, and found filed in the Engineer's office in Feb. 1906 as map No. 1000. W & S.

MADE V-125



## **EASEMENT AGREEMENT**

This Agreement dated the \_\_\_\_ day of \_\_\_\_\_, 2024, by and between CITY OF KINGSTON, a municipal corporation within the County of Ulster and the State of New York, with mailing address at 420 Broadway, Kingston, NY 12401 (hereafter the "City" or "Grantor"), and Thomas Yonta, Jr., residing at 262 Old Stage Road, Saugerties, New York 12401. And Linda S. Sasso, residing at 22 Bluestone Park Road, Saugerties, New York 12477 (hereafter "Grantee(s)"),

### **WITNESSETH**

**WHEREAS**, the Grantor is the owner of the real property and public streets known as Delaware Avenue and Cordts Street in the City of Kingston, Ulster County, New York, as more particularly described on Schedule "A" annexed hereto (the "Servient Parcel"); and

**WHEREAS**, the Grantee is the owner in fee of the adjoining parcel of real property and improvements situate at 166 Delaware Avenue in the City of Kingston, Ulster County, New York, SBL 56.28-1-13.100 as more particularly described on Schedule "B" annexed hereto (the "Benefited Parcel"); and

**WHEREAS**, Delaware Avenue and Cordts Street are public streets maintained by the City of Kingston;

**WHEREAS**, SBL 56.28-1-13.100, is adjacent to Delaware Avenue and Cordts Street;

**WHEREAS**, the Grantee desires to acquire an easement over, on and through the Servient parcel as described in Schedule "A" for the purposes of maintaining the encroachments of the house, porch, walkway, paved driveway, brick planter, water lines, sewer lines, utilities and all other existing improvements to the benefit of their Parcel; and

**WHEREAS**, the Grantor has agreed to grant to Grantee a permanent easement, over, on and through the Servient Parcel as described in Schedule "A" and as depicted on the survey annexed hereto as Schedule "C", and more fully described, pursuant to the terms, conditions, and covenants herein embodied; and

**WHEREAS**, Grantor has agreed to grant said easement to allow the Grantee an easement over, on and through the Servient Parcel as described in Schedule "A" for the purposes of maintaining the encroachments of the house, porch, walkway, paved driveway, brick planter, water lines, sewer lines, utilities and all other existing improvements to the benefit of their Parcel;

**NOW, THEREFORE**, for the sum of ten dollars (\$10.00), together with the terms, covenants, and conditions embodied within this agreement, which are hereby acknowledged, the Grantor and Grantee mutually promise, covenant, and agree as follows:

**1. GRANT OF EASEMENT.**

- a. The Grantor hereby grants to the Grantee, its successors and/or assigns, a permanent easement over, on and through the Grantor's Servient Parcel for the purposes of maintaining the encroachments of the house, porch, walkway, paved driveway, brick planter, water lines, sewer lines, utilities and all other existing improvements to the benefit of their Parcel. Grantee shall have the right to fully use and carry out the intent of the easement granted hereunder. Easement shall be as described in Schedule "A" and as depicted on the survey annexed hereto as Schedule "C". The rights granted herein shall be appurtenant to the Benefited Parcel and shall run with the land.
- b. The Grantor shall not be responsible for any costs, improvements, or maintenance associated with the Servient Parcel. It shall be the sole responsibility of the owners of the Benefited Parcel(s) to occupy and use the area within the easement in accordance with local and state law.
- c. Grantor reserves the right at any time to lay, construct, maintain, and repair drains, sewers, water pipes, sidewalks, roadways, and other public utilities in and on the real property conveyed by the easement.

**2. WAIVER OF LIABILITY**

Grantee agrees that Grantor shall not be held liable for any claim for property damage or personal injury arising out of the use of the property subject to the easement by the Grantee or Grantee's agents, employees, invitees, and licensees, or any act or omission relating thereto, including, but not limited to, Grantee's construction, repair or maintenance on the property.

**3. INDEMNIFICATION**

Grantee agrees to indemnify, save, and hold harmless Grantor, its successors and/or assigns, against any loss and damage that may be caused by the conduct of Grantee, its agents, employees, invitees, and licensees upon the lands affected by the easement. Grantee further agrees to indemnify, save, and hold harmless Grantor, its successors and/or assigns for any wrongful or negligent acts or omissions of Grantee or of its agents, employees, invitees, and licensees. Grantee further agrees to indemnify, save and hold harmless Grantor, its successors and/or assigns, against any and all lawsuits, proceedings, claims, actions, and enforcements arising out of this easement area and the use thereof by Grantee, its agents, employees, invitees, or licensees.

**4. INSURANCE**

When building, constructing or otherwise performing work and repairs upon any structures within the easement, Grantee and/or his contractor shall have in full force and effect, a policy of insurance naming the City of Kingston as additional insured. Such insurance shall provide limits of not less than \$1,000,000.00 per person/2,000,000.00 per

occurrence/aggregate. Grantee agrees that at least ten (10) days prior to commencement of said work on property of the City, Grantee shall furnish the original of said insurance policy to the City for review and approval. It is understood that all insurance required and provided pursuant to this paragraph is in aid of, but not in lieu of, nor in substitution for, the liability and obligations of Grantee otherwise provided herein.

**5. COMPLIANCE WITH LAWS.**

Grantee shall conduct all use of the property subject to the easement in strict conformity with the requirements of all laws, ordinances and orders of competent public authority now existing and future modifications thereof, so as not to endanger the safety of the City or other operations upon said property and so as not to endanger the safety of the persons or property near or adjacent to the City's property.

**6. RESPONSIBILITIES**

- a. Grantee shall be responsible for determining the location and existence of any pipes, wires, conduits, sewers, pilings or other obstructions prior to any construction, repairs, or maintenance within the property subject to the easement and shall indemnify the City for any and all liability for damage to the foregoing pipes, wires, conduits, sewers, pilings or other obstructions, if any, caused by the construction, repair, or maintenance of the property. The City makes no representation by the granting of this easement that its property is free of any pipes, wires, conduits, sewers, pilings or other obstructions.
- b. Grantee shall assume all risk of damage to or destruction of the buildings and improvements on the Benefited Parcel through any cause whatsoever except except the gross negligence of the City while located upon and across the City's property, and shall at all times fully indemnify the City against all liability, claims, demands, suits, judgments, reasonable costs and expenses by reason of loss or damage to property and injury to or death of persons whatsoever or whomsoever, in any manner arising from or growing out of, directly or indirectly, wholly or in part, the use, design, installation, maintenance, repair, changing, renewal, existence or removal of any structures on, under, across or from the City's property at the above-described location.
- c. Grantee shall not build, construct, or install any new buildings or structures within the property subject to the easement, or enlarge, expand, or increase the size or footprint of any existing buildings or structures within the property subject to the easement, absent a written agreement with the Grantor. This shall not preclude the Grantee from repairing or reconstructing in the event of partial damage.

**7. GOVERNING LAW AND CHOICE OF VENUE.**

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of New York without giving effect to doctrines relating to conflicts of law. Any action seeking enforcement of this Agreement and all claims alleging the breach of any terms and/or conditions of this Agreement shall be commenced in the Supreme Court of New York, Ulster County.

**8. MODIFICATIONS.**

Neither this Agreement nor any term hereof may be changed, waived, discharged or terminated, except by a written agreement between the parties hereto that is signed by each of the Settling Parties, and their respective attorneys.

**9. SEVERABILITY**

- a. Failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or waiver of any breach of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall remain in full force and effect as if no such forbearance or waiver had occurred.
- b. If any term or provision of this Agreement shall be held to be invalid or unenforceable for any reason, such term or provision shall be ineffective to the extent of such invalidity or unenforceability without invalidating or making unenforceable the remaining terms or provisions hereof, and this Agreement shall be construed as if such invalid or unenforceable term or provision had not been contained herein.

**10. NO INDUCEMENT.**

The Parties expressly acknowledge that they have had the opportunity to consult with counsel in connection with the execution of this Agreement; and that the Parties do so of their own free will.

**11. JOINTLY DRAFTED DOCUMENT.**

This Agreement is a jointly drafted document of arms-length negotiations between the Parties with the benefit and advice of counsel, and the Parties agree that it shall be so construed. As such, no party to this Agreement will claim that any ambiguity in this agreement shall be construed against the other party.

**12. BINDING.**

This instrument, the easement, covenants, duties, and agreement it contains and the rights and privileges herein granted are coupled with an interest in and to the aforesaid properties, shall run with the title to such properties and inure to the benefit of, and be binding and obligatory upon, the successors and assigns of the parties hereto. The rights and privileges hereon granted are assignable and transferable as an appurtenance to the properties affected and may not be terminated or modified except by an agreement in writing executed and acknowledged by the owners of the affected properties.

**13. ENTIRE AGREEMENT.**

This Agreement constitutes the sole and entire agreement between the parties hereto and supersedes all prior negotiations, agreements and understandings with respect thereto. The Parties hereby acknowledge that none of the Parties, nor any of their agents, representatives

or attorneys, have made any representations concerning the terms of this Agreement other than those contained herein.

IN WITNESS WHEREOF, the parties of the first part have hereunto set their hands and seals the day and year first above written.

IN PRESENCE OF:

\_\_\_\_\_

\_\_\_\_\_, Grantee(s)

\_\_\_\_\_  
CITY OF KINGSTON, Grantor

By: Mayor Steven Noble

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

On the \_\_\_\_ day of \_\_\_\_\_, in the year 2024, before me the undersigned, a Notary Public in and for said State, personally appeared Thomas Yonta, Jr., 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 his capacity, and that his 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 2024, before me the undersigned, a Notary Public in and for said State, personally appeared Linda S. Sasso, 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 2024, before me the undersigned, a Notary Public in and for said State, personally appeared Steven Noble, 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

R & R:

## **EASEMENT AGREEMENT**

This Agreement dated the \_\_\_\_ day of \_\_\_\_\_, 2024, by and between CITY OF KINGSTON, a municipal corporation within the County of Ulster and the State of New York, with mailing address at 420 Broadway, Kingston, NY 12401 (hereafter the "City" or "Grantor"), and Howard W. Johnson, residing at 95 O'Reilly Street, Kingston, New York 12401. (hereafter "Grantee(s)"),

### **WITNESSETH**

**WHEREAS**, the Grantor is the owner of the real property and public street known as Cordts Street in the City of Kingston, Ulster County, New York, as more particularly described on Schedule "A" annexed hereto (the "Servient Parcel"); and

**WHEREAS**, the Grantee is the owner in fee of the adjoining parcel of real property and improvements situate at 7 Cordts Street in the City of Kingston, Ulster County, New York, SBL 56.28-1-14.100 as more particularly described on Schedule "B" annexed hereto (the "Benefited Parcel"); and

**WHEREAS**, Cordts Street is a public street maintained by the City of Kingston;

**WHEREAS**, SBL 56.28-1-14.100, is adjacent to Cordts Street;

**WHEREAS**, the Grantee desires to acquire an easement over, on and through the Servient Parcel as described in Schedule "A" for the purposes of maintaining the encroachments of the house, water lines, sewer lines, utilities and all other existing improvements to the benefit of their parcel; and

**WHEREAS**, the Grantor has agreed to grant to Grantee a permanent easement, over, on and through the servient parcel as described in Schedule "A" and as depicted on the survey annexed hereto as Schedule "C", and more fully described, pursuant to the terms, conditions, and covenants herein embodied; and

**WHEREAS**, Grantor has agreed to grant said easement to allow the Grantee an easement over, on and through the Servient Parcel as described in Schedule "A" for the purposes of maintaining the encroachments of the house, water lines, sewer lines, utilities and all other existing improvements to the benefit of their Parcel;

**NOW, THEREFORE**, for the sum of ten dollars (\$10.00), together with the terms, covenants, and conditions embodied within this agreement, which are hereby acknowledged, the Grantor and Grantee mutually promise, covenant, and agree as follows:

### **1. GRANT OF EASEMENT.**

- a. The Grantor hereby grants to the Grantee, its successors and/or assigns, a permanent easement over, on and through the Grantor's Servient Parcel for the purposes of maintaining the encroachments of the house, water lines, sewer lines, utilities and all other existing

improvements to the benefit of their Parcel. Grantee shall have the right to fully use and carry out the intent of the easement granted hereunder. Easement shall be as described in Schedule "A" and as depicted on the survey annexed hereto as Schedule "C". The rights granted herein shall be appurtenant to the Benefited Parcel and shall run with the land.

- b. The Grantor shall not be responsible for any costs, improvements, or maintenance associated with the Servient Parcel. It shall be the sole responsibility of the owners of the Benefited Parcel(s) to occupy and use the area within the easement in accordance with local and state law.
- c. Grantor reserves the right at any time to lay, construct, maintain, and repair drains, sewers, water pipes, sidewalks, roadways, and other public utilities in and on the real property conveyed by the easement.

## **2. WAIVER OF LIABILITY**

Grantee agrees that Grantor shall not be held liable for any claim for property damage or personal injury arising out of the use of the property subject to the easement by the Grantee or Grantee's agents, employees, invitees, and licensees, or any act or omission relating thereto, including, but not limited to, Grantee's construction, repair or maintenance on the property.

## **3. INDEMNIFICATION**

Grantee agrees to indemnify, save, and hold harmless Grantor, its successors and/or assigns, against any loss and damage that may be caused by the conduct of Grantee, its agents, employees, invitees, and licensees upon the lands affected by the easement. Grantee further agrees to indemnify, save, and hold harmless Grantor, its successors and/or assigns for any wrongful or negligent acts or omissions of Grantee or of its agents, employees, invitees, and licensees. Grantee further agrees to indemnify, save and hold harmless Grantor, its successors and/or assigns, against any and all lawsuits, proceedings, claims, actions, and enforcements arising out of this easement area and the use thereof by Grantee, its agents, employees, invitees, or licensees.

## **4. INSURANCE**

When building, constructing or otherwise performing work and repairs upon any structures within the easement, Grantee and/or his contractor shall have in full force and effect, a policy of insurance naming the City of Kingston as additional insured. Such insurance shall provide limits of not less than \$1,000,000.00 per person/2,000,000.00 per occurrence/aggregate. Grantee agrees that at least ten (10) days prior to commencement of said work on property of the City, Grantee shall furnish the original of said insurance policy to the City for review and approval. It is understood that all insurance required and provided pursuant to this paragraph is in aid of, but not in lieu of, nor in substitution for, the liability and obligations of Grantee otherwise provided herein.



**5. COMPLIANCE WITH LAWS.**

Grantee shall conduct all use of the property subject to the easement in strict conformity with the requirements of all laws, ordinances and orders of competent public authority now existing and future modifications thereof, so as not to endanger the safety of the City or other operations upon said property and so as not to endanger the safety of the persons or property near or adjacent to the City's property.

**6. RESPONSIBILITIES**

- a. Grantee shall be responsible for determining the location and existence of any pipes, wires, conduits, sewers, pilings or other obstructions prior to any construction, repairs, or maintenance within the property subject to the easement and shall indemnify the City for any and all liability for damage to the foregoing pipes, wires, conduits, sewers, pilings or other obstructions, if any, caused by the construction, repair, or maintenance of the property. The City makes no representation by the granting of this easement that its property is free of any pipes, wires, conduits, sewers, pilings or other obstructions.
- b. Grantee shall assume all risk of damage to or destruction of the buildings and improvements on the Benefited Parcel through any cause whatsoever except the gross negligence of the City while located upon and across the City's property, and shall at all times fully indemnify the City against all liability, claims, demands, suits, judgments, reasonable costs and expenses by reason of loss or damage to property and injury to or death of persons whatsoever or whomsoever, in any manner arising from or growing out of, directly or indirectly, wholly or in part, the use, design, installation, maintenance, repair, changing, renewal, existence or removal of any structures on, under, across or from the City's property at the above-described location.
- c. Grantee shall not build, construct, or install any new buildings or structures within the property subject to the easement, or enlarge, expand, or increase the size or footprint of any existing buildings or structures within the property subject to the easement, absent a written agreement with the Grantor. This shall not preclude the Grantee from repairing or reconstructing in the event of partial damage.

**7. GOVERNING LAW AND CHOICE OF VENUE.**

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of New York without giving effect to doctrines relating to conflicts of law. Any action seeking enforcement of this Agreement and all claims alleging the breach of any terms and/or conditions of this Agreement shall be commenced in the Supreme Court of New York, Ulster County.

**8. MODIFICATIONS.**

Neither this Agreement nor any term hereof may be changed, waived, discharged or terminated, except by a written agreement between the parties hereto that is signed by each of the Settling Parties, and their respective attorneys.

**9. SEVERABILITY**

- a. Failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or waiver of any breach of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall remain in full force and effect as if no such forbearance or waiver had occurred.
- b. If any term or provision of this Agreement shall be held to be invalid or unenforceable for any reason, such term or provision shall be ineffective to the extent of such invalidity or unenforceability without invalidating or making unenforceable the remaining terms or provisions hereof, and this Agreement shall be construed as if such invalid or unenforceable term or provision had not been contained herein.

**10. NO INDUCEMENT.**

The Parties expressly acknowledge that they have had the opportunity to consult with counsel in connection with the execution of this Agreement; and that the Parties do so of their own free will.

**11. JOINTLY DRAFTED DOCUMENT.**

This Agreement is a jointly drafted document of arms-length negotiations between the Parties with the benefit and advice of counsel, and the Parties agree that it shall be so construed. As such, no party to this Agreement will claim that any ambiguity in this agreement shall be construed against the other party.

**12. BINDING.**

This instrument, the easement, covenants, duties, and agreement it contains and the rights and privileges herein granted are coupled with an interest in and to the aforesaid properties, shall run with the title to such properties and inure to the benefit of, and be binding and obligatory upon, the successors and assigns of the parties hereto. The rights and privileges hereon granted are assignable and transferable as an appurtenance to the properties affected and may not be terminated or modified except by an agreement in writing executed and acknowledged by the owners of the affected properties.

**13. ENTIRE AGREEMENT.**

This Agreement constitutes the sole and entire agreement between the parties hereto and supersedes all prior negotiations, agreements and understandings with respect thereto. The Parties hereby acknowledge that none of the Parties, nor any of their agents, representatives

or attorneys, have made any representations concerning the terms of this Agreement other than those contained herein.

IN WITNESS WHEREOF, the parties of the first part have hereunto set their hands and seals the day and year first above written.

IN PRESENCE OF:

\_\_\_\_\_  
, Grantee(s)

\_\_\_\_\_  
CITY OF KINGSTON, Grantor

By: Steven Noble

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

On the \_\_\_\_ day of \_\_\_\_\_, in the year 2024, before me the undersigned, a Notary Public in and for said State, personally appeared Howard W. Johnson, 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 his capacity, and that his 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 2024, before me the undersigned, a Notary Public in and for said State, personally appeared Steven Noble, 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

R & R:

**RESOLUTION 33 of 2024**

**RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON,  
NEW YORK, AUTHORIZING THE MAYOR TO EXECUTE THE FINANCING  
AND TAX COMPLIANCE AGREEMENT RELATED TO THE \$14,000,000  
LIBRARY BOND ORDINANCE**

Sponsored By: Finance/Audit Committee: Alderman: Scott-  
Childress, Tierney, Hirsch, Schabot, Pasti

**WHEREAS**, a request has been made to authorize the Mayor to execute a Financing and Tax Compliance Agreement related to the \$14,000,000 Library bond ordinance adopted in June, 2023; and

**WHEREAS**, said Agreement memorializes each parties responsibility related to the borrowing of said moneys.

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

**SECTION 1.** That the Common Council of the City of Kingston, New York authorizes the Mayor to execute a Financing and Tax Compliance Agreement, as attached hereto, related to the \$14,000,000 Library bond ordinance adopted in June 2023.

**SECTION 2.** This resolution shall take effect immediately.

Submitted to the Mayor this \_\_\_\_ day of \_\_\_\_\_, 2024

Approved by the Mayor this \_\_\_\_ day of \_\_\_\_\_, 2024

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

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

Adopted by Council on \_\_\_\_\_, 2024

33

THE CITY OF KINGSTON COMMON COUNCIL  
FINANCE/AUDIT  
COMMITTEE REPORT

REQUEST DESCRIPTION

INTERNAL TRANSFER \_\_\_\_\_  
AUTHORIZATION \* \_\_\_\_\_  
CLAIMS \_\_\_\_\_

CONTINGENCY TRANSFER \_\_\_\_\_  
BUDGET MODIFICATION \_\_\_\_\_  
ZONING \_\_\_\_\_

TRANSFER \_\_\_\_\_  
BONDING REQUEST \_\_\_\_\_  
OTHER \_\_\_\_\_

DEPARTMENT: Comptroller

DATE: 1/5/24

**Description:**

Authorize the Mayor to execute the Financing and Tax Compliance Agreement related to the \$14,000,000 Library bond ordinance adopted in June, 2023.

Estimated Financial Impact: \$0


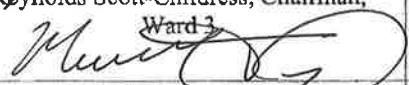
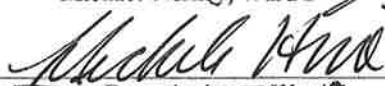
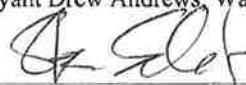
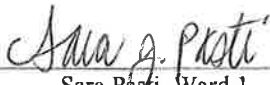
Signature John Toney

Motion by SS

Seconded by MT

Action Required:

Committee Vote

	<u>YES</u>	<u>NO</u>
 Reynolds Scott-Childress, Chairman, Ward 3	✓	
 Michael Tierney, Ward 2	✓	
 Bryant Drew Andrews, Ward 7	✓	
 Steve Schabot, Ward 8	✓	
 Sara Pasti, Ward 1	✓	

(FHA)

**CITY OF KINGSTON**  
**Office of the Comptroller**  
comptroller@kingston-ny.gov

John Tuey, Comptroller



Steven T. Noble, Mayor

January 5, 2024


Alderman at Large Andrea Shaut  
City of Kingston Common Council  
420 Broadway  
Kingston, NY 12401

**RE: Library Financing and Tax Compliance Agreement**

Dear Alderman at Large Shaut,

In June 2023, the Common Council adopted a \$14,000,000 bond ordinance for improvements at the Kingston Library. As we are preparing to issue the debt authorized by the aforementioned ordinance, I ask the Common Council to authorize the Mayor to execute the attached financing and tax compliance agreement which memorializes each party's responsibility related to the borrowing.

Sincerely,

  
John R. Tuey  
Comptroller, City of Kingston

cc: Mayor Steven T. Noble  
Corporation Counsel Barbara Graves-Poller

CITY OF KINGSTON  
AND  
KINGSTON PUBLIC LIBRARY DISTRICT

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LIBRARY FINANCING AND TAX COMPLIANCE AGREEMENT

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Dated as of January \_\_\_\_, 2024

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“Code” shall mean the Internal Revenue Code of 1986, as amended, and with respect to a specific section thereof, such reference shall be deemed to include (i) the regulations promulgated under such section, (ii) any successor provision of similar import hereafter enacted, (iii) any corresponding provisions of any subsequent Internal Revenue Code, (iv) the regulations prescribed under the provisions described in (ii) and (iii), and (v) any published revenue rulings applicable thereto.

“Condemnation” means the taking of title to, or the use of, property under the exercise of the power of eminent domain by any governmental entity or other person acting under governmental authority.

“District” means the Kingston Public Library District as established pursuant to Section 1 of the Special Act.

“Education Law” means the Education Law of the State, as amended from time to time.

“Final Project Costs” has the meaning set forth in Section 2.1(f).

“Library” means (i) the Kingston Public Library District, a public library of the State as defined in Section 253(2) of the Education Law and having been established pursuant to the Special Act, and (ii) any entity resulting from, or surviving any consolidation or merger to which the Library or its successors may be a party.

“Library Building” means the Library Building defined in the preambles to this Agreement and all those buildings, improvements, structures and other related facilities, from time to time, including all machinery, equipment and other personal property being the Library Building approved by the Proposition.

“Permanent Financing” has the meaning set forth in Section 2.2(a).

“Project Closeout Amount” has the meaning set forth in Section 2.1(f).

“Project Costs” means all costs incurred by the District in connection with the construction of the Library Building, including all engineering, architectural, legal, accounting, financial advisory, and other services in connection therewith.

“Special Act” means Chapter 11 of the 2000 Laws of the State.

“State” means the State of New York.

## ARTICLE IV

### DAMAGE, DESTRUCTION OR CONDEMNATION

**Section 4.1** Damage or Destruction of Library Building. If the Library Building shall be damaged or destroyed, in whole or in part, at any time during the Bond Term the Library shall, to the extent moneys from the proceeds of insurance or grants are available therefor and to the extent reasonably feasible, promptly replace, repair, rebuild or restore the Library Building as an operating entity, with such changes, alterations and modifications as may be desired by the Library subject to obtaining necessary and applicable governmental approvals and permits.

**Section 4.2** Condemnation of Library Building. If at any time during the Bond Term the whole or any part of title to, or the use of, the Library Building shall be taken by Condemnation, the Library agrees to use the proceeds of Condemnation to defease outstanding Bonds.

## ARTICLE V

### SPECIAL COVENANTS

**Section 5.1** Hold Harmless Provisions.

(a) During the Bond Term, the Library hereby agrees that the City and each of its members, officers, agents and employees shall not be liable for and agrees to hold the City and each of its members, officers, agents and employees harmless from and against any and all claims and liability for loss or damage to property or any injury to or death of any and all persons that may be occasioned by any cause whatsoever pertaining to the construction, operation or maintenance of the Library Building or arising by reason of or in connection with the occupation or the use thereof or the presence on, in or about the Library Building, including attorneys' fees and any other expenses incurred in defending any suits or actions which may arise as a result of the foregoing, except to the extent that any such claims, liability, suits or actions arise, in whole or in part, from the act or omission of the City or any of its members, officers, agents or employees.

(b) The Library shall hold harmless and indemnify the City against any liability or claim arising from the Library's use of the Bond Proceeds or any act or omission by the Library in connection with the Bond Proceeds. The City shall promptly notify the Library upon receipt of any notice or filing of any such claim against the City, and the Library will assume the defense thereof at the Library's expense, including retention of counsel reasonably satisfactory to the City and the payment of all expenses reasonably and necessarily incurred by the City in defense of such claim.

(c) The City shall hold harmless and indemnify the Library against any liability or claim arising from the City's use of the Bond Proceeds or any act or omission by the City in connection with the Bond Proceeds. The Library shall promptly notify the City upon receipt of any notice or filing of any such claim against the Library, and the City will assume the defense thereof at the City's expense, including retention of counsel reasonably satisfactory to the Library

**Section 5.5**    Levy of Annual Tax; Payment of Annual Tax.

(a)     The Library shall provide the City a copy of its line item budget on or prior to September 1 each year.

(b)     The City agrees to and shall at all times after the date of this Agreement and until all of the Bonds have been paid in full or provision therefor made, cause to be levied and collected the Annual Tax. The Library agrees that the Annual Tax shall be retained by the City, but only up to the amount necessary to pay debt service on the Bonds, with the balance of the Annual Tax to be remitted to the Library, and the City agrees to use such retained amount to pay debt service on the Bonds, only.

(c)     The Library agrees that the Annual Tax will be included in the Library's own calculation of the tax levy limitation applicable to it, imposed by Chapter 97 of the Laws of New York of 2011, as amended.

**ARTICLE VI**

**ASSIGNMENT AND RESTRICTION ON SALE**

**Section 6.1**    Assignment and Sale of Library Building.

(a)     The Library shall not transfer any portion of its interest in the Library Building without a written opinion of Bond Counsel to the City that such transfer does not adversely affect the tax-exempt status of interest on the Bonds, which opinion shall cite applicable legal authority.

(b)     Nothing contained in this Agreement shall prevent the consolidation of the Library with, or merger of the Library into, or transfer of all of the Library's interest in the Library Building as an entirety to any entity which is a public library under the Education Law or to a political subdivision of the State which has the legal authority to own or lease the Library Building; provided that upon any such consolidation, merger or transfer, the due and punctual performance and observance of all the agreements and conditions of this Agreement to be kept and performed by the Library shall be expressly assumed in writing by the entity resulting from such consolidation or surviving such merger or to which the Library Building shall be transferred. Notwithstanding the foregoing, the Library agrees that it will not transfer its rights, title or interest in or to the Library Building, or any portion thereof, without prior written notice to the City.

**ARTICLE VII**

**EVENTS OF DEFAULT AND REMEDIES**

**Section 7.1**    Events of Default Defined. The following shall be an "Event of Default" under this Agreement and the terms "Event of Default" or "Default" shall mean, whenever they are used in this Agreement, any one or more of the following events:

## ARTICLE IX

### MISCELLANEOUS

**Section 9.1** Notices. All notices, certificates and other communications hereunder shall be in writing and shall be sufficiently given and shall be deemed given when delivered and, if delivered by mail, shall be sent by registered mail, postage prepaid, addressed as follows:

To the City:                      City of Kingston  
   420 Broadway  
   Kingston , New York 12401  
   Attention:     City Comptroller

To Library:                      Kingston Public Library District  
   55 Franklin Street  
   Kingston, New York 12401  
   Attention:     Director

The City and Library may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates and other communications shall be sent.

**Section 9.2** Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the City and Library and their respective successors and assigns in accordance with its terms.

**Section 9.3** Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**Section 9.4** Dispute Resolution. Should any controversy or claim arise out of this Agreement, the Parties shall first attempt to settle their dispute by mediation. If a Party fails to respond to a written request for mediation within 30 days after service, or fails to participate in any scheduled mediation conference, that Party shall be deemed to have waived its right to mediate the issues in dispute.

If the above-referenced mediation does not result in settlement of the entire controversy or dispute within 30 days after the initial mediation conference or if a Party has waived its right to mediate any issues in dispute, any unresolved controversy or claim arising out of or relating to this Agreement will be settled by arbitration before an arbitrator agreed to by both Parties, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Notwithstanding the foregoing, the Parties may mutually agree, in writing, to litigate disputes, unresolved controversies or claims not resolved through the above-referenced mediation process if, due to other pending litigation or similar circumstances, litigation would more expeditiously resolve the issues. The Parties agree that any claims related to or arising out of this Contract shall be resolved in Supreme Court of the State of New York, Ulster County.

IN WITNESS WHEREOF, the City and Library have caused this Agreement to be executed in their respective corporate names as of January \_\_\_\_, 2024.

CITY OF KINGSTON

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

KINGSTON PUBLIC LIBRARY DISTRICT

By: \_\_\_\_\_  
Sarah Wenk, Board President

CITY OF KINGSTON  
AND  
KINGSTON PUBLIC LIBRARY DISTRICT

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LIBRARY FINANCING AND TAX COMPLIANCE AGREEMENT

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Dated as of February \_\_, 2024

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THIS LIBRARY FINANCING AND TAX COMPLIANCE AGREEMENT, dated as of February\_\_\_\_, 2024 (the "Agreement"), is by and between the Kingston Public Library District, a public library of the State of New York as defined in Section 253(2) of the Education Law (the "Education Law") of the State of New York (the "State") and having been established pursuant to special legislation of the State of New York (the "Library") and the City of Kingston (the "City").

WITNESSETH:

WHEREAS, the qualified voters of the Kingston Library District at the Annual Library Election held on September 20, 2022 approved a proposition calling for the renovation, reconstruction and expansion of the existing library building at a maximum estimated cost of \$14,000,000 and calling for the City of Kingston to issue bonds to finance such cost, all in accordance with Chapter 11 of the Laws of New York for 2000 (the "Law");

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants hereinafter contained, the Library and the City hereby formally covenant, agree and bind themselves as follows, to wit:

ARTICLE I

DEFINITIONS

The following words and terms as used in this Agreement shall have the following meanings unless the context or use indicates another or different meaning or intent:

"Agreement" means this Financing and Tax Compliance Agreement, dated as of June\_\_\_\_, 2021 by and between the City and the Library, as amended from time to time.

"Annual Tax" shall mean the annual Library tax to be levied by the City upon the taxable real property within the boundaries of the Library District, including such amount as is annually required to pay principal of, interest on and redemption premium for, if any, the Bonds.

"Bonds" shall mean any bond or bond anticipation note, including any refunding bond or bond anticipation renewal note, issued, from time to time, by the City to pay costs, or to refund or renew obligations issued to pay costs, of the Library Building.

"Bond Counsel" means a firm or firms specializing in the field of municipal finance and nationally recognized as expert in the field.

"Bond Proceeds" shall mean any monies received from the sale of Bonds by the City for the Library Building.

"Bond Term" shall mean the period during which any Bonds are outstanding.

"City" shall mean the City of Kingston.

"Code" shall mean the Internal Revenue Code of 1986, as amended, and with respect to a specific section thereof, such reference shall be deemed to include (i) the regulations promulgated under such section, (ii) any successor provision of similar import hereafter enacted, (iii) any corresponding provisions of any subsequent Internal Revenue Code, (iv) the regulations prescribed under the provisions described in (ii) and (iii), and (v) any published revenue rulings applicable thereto.

"Condemnation" means the taking of title to, or the use of, property under the exercise of the power of eminent domain by any governmental entity or other person acting under governmental authority.

"District" means the Kingston Public Library District as established pursuant to Section 1 of the Special Act.

"Education Law" means the Education Law of the State, as amended from time to time.

"Final Project Costs" has the meaning set forth in Section 2.1(f).

"Library" means (i) the Kingston Public Library District, a public library of the State as defined in Section 253(2) of the Education Law and having been established pursuant to the Special Act, and (ii) any entity resulting from, or surviving any consolidation or merger to which the Library or its successors may be a party.

"Library Building" means the Library Building defined in the preambles to this Agreement and all those buildings, improvements, structures and other related facilities, from time to time, including all machinery, equipment and other personal property being the Library Building approved by the Proposition.

"Permanent Financing" has the meaning set forth in Section 2.2(a).

"Project Closeout Amount" has the meaning set forth in Section 2.1(f).

"Project Costs" means all costs incurred by the District in connection with the construction of the Library Building, including all engineering, architectural, legal, accounting, financial advisory, and other services in connection therewith.

"Special Act" means Chapter 672 of the 1993 Laws of the State, as amended by Chapter 544 of the 2015 Laws of the State.

"State" means the State of New York.

## ARTICLE II

### CONSTRUCTION OF THE LIBRARY BUILDING

#### **Section 2.1**     Construction of Library Building by Library; Role of City.

(a)     The Library hereby has and agrees to complete the construction of the Library Building as described in the Proposition.

(b)     The parties agree the City shall have no obligation to construct the Library Building or in any manner conserve or protect the Library Building or any portion thereof.

(c)     The Library shall make all decisions with respect to size, design, composition and scope of the proposed Library Building, and the selection of its architect, construction manager and related professionals.

(d)     The City shall not be obligated to pay to the Library an amount in excess of the Bond Proceeds approved by Library District voters nor shall the City be required to make payment from funds other than the Bond proceeds.

(e)     The Library has conducted all required State Environmental Quality Review Act ("SEQRA") procedures and has awarded contracts for and undertaken the construction of the Library Building in the manner provided by law.

#### **Section 2.2**     Issuance of Bonds; Investment and Expenditure of City Bond Proceeds.

(a)     The City agrees to issue Bonds [ terms]

(b)     The Library acknowledges that the tax-exempt status of the Bonds issued by the City for the Library Project requires compliance by the City with certain provisions of the Internal Revenue Code of 1986, as amended. In order to maintain such compliance, the Library hereby agrees that it will maintain all records of investment and expenditure of Bond Proceeds and provide to the City a report thereon in a timely manner, in any event, on a quarterly basis.

## ARTICLE III

### MAINTENANCE AND OPERATION OF LIBRARY BUILDING

**Section 3.1**     Maintenance and Operation of Library Building by Library. The Library agrees that during the Bond Term it will construct, use and maintain the Library Building for public library purposes in compliance with all laws, regulations and requirements such that the tax-exempt status of interest on the Bonds is not adversely affected.

## ARTICLE IV

### DAMAGE, DESTRUCTION OR CONDEMNATION

**Section 4.1** Damage or Destruction of Library Building. If the Library Building shall be damaged or destroyed, in whole or in part, at any time during the Bond Term the Library shall, to the extent moneys from the proceeds of insurance or grants are available therefor and to the extent reasonably feasible, promptly replace, repair, rebuild or restore the Library Building as an operating entity, with such changes, alterations and modifications as may be desired by the Library subject to obtaining necessary and applicable governmental approvals and permits.

**Section 4.2** Condemnation of Library Building. If at any time during the Bond Term the whole or any part of title to, or the use of, the Library Building shall be taken by Condemnation, the Library agrees to use the proceeds of Condemnation to defease outstanding Bonds.

## ARTICLE V

### SPECIAL COVENANTS

**Section 5.1** Hold Harmless Provisions.

(a) During the Bond Term, the Library hereby agrees that the City and each of its members, officers, agents and employees shall not be liable for and agrees to hold the City and each of its members, officers, agents and employees harmless from and against any and all claims and liability for loss or damage to property or any injury to or death of any and all persons that may be occasioned by any cause whatsoever pertaining to the construction, operation or maintenance of the Library Building or arising by reason of or in connection with the occupation or the use thereof or the presence on, in or about the Library Building, including attorneys' fees and any other expenses incurred in defending any suits or actions which may arise as a result of the foregoing, except to the extent that any such claims, liability, suits or actions arise, in whole or in part, from the act or omission of the City or any of its members, officers, agents or employees.

(b) The Library shall hold harmless and indemnify the City against any liability or claim arising from the Library's use of the Bond Proceeds or any act or omission by the Library in connection with the Bond Proceeds. The City shall promptly notify the Library upon receipt of any notice or filing of any such claim against the City, and the Library will assume the defense thereof at the Library's expense, including retention of counsel reasonably satisfactory to the City and the payment of all expenses reasonably and necessarily incurred by the City in defense of such claim.

(c) The City shall hold harmless and indemnify the Library against any liability or claim arising from the City's use of the Bond Proceeds or any act or omission by the City in connection with the Bond Proceeds. The Library shall promptly notify the City upon receipt of any notice or filing of any such claim against the Library, and the City will assume the defense thereof at the City's expense, including retention of counsel reasonably satisfactory to the Library

and the payment of all expenses reasonably and necessarily incurred by the Library in defense of such claim.

(d) The agreements contained in this Section 5.1 shall remain operative and in full force and effect, regardless of any investigation made by or on behalf of the City or the termination of this Agreement, but notwithstanding the foregoing, the agreements shall cease to have any force and effect upon the expiration of any applicable statute of limitations.

(e) The Library shall and hereby agrees to, whether or not it carries casualty insurance or is self-insured, be solely responsible for the risk of any casualty, loss or damage from whatever cause to the Library Building and the City shall not, unless arising from the intentional acts or misconduct of the City, be responsible or liable therefor.

**Section 5.2** Agreement to Provide Information; Prepare Reports.

(a) The City agrees, whenever requested by the Library, within a reasonable period of time, to provide and certify or cause to be provided and certified such information concerning the City as the Library from time to time reasonably considers necessary or appropriate in connection with the transactions contemplated by this Agreement, including, but not limited to, such information as to enable it to make any reports required by law or governmental regulation.

(b) The Library agrees, whenever requested by the City, within a reasonable period of time, to provide and certify or cause to be provided and certified such information concerning the Library and the use of Bond Proceeds as the City from time to time reasonably considers necessary or appropriate in connection with the transactions contemplated by this Agreement, including, but not limited to, such information as to enable it to make any reports required by law or governmental regulation.

**Section 5.3** City to File Statements With Internal Revenue Service. The Library agrees with the City to assist the City with regard to the filing with the Internal Revenue Service of the United States Treasury Department or any other authorized governmental agency of any and all statements or other instruments which may be required by the Code at the times required therein.

**Section 5.4** Federal Tax Covenants. The City and the Library each hereby covenants not to take or omit to take any action so as to cause interest on any Bonds to be no longer excluded from gross income for the purposes of federal income taxation and to otherwise comply with the applicable requirements of Section 103 and Sections 141 through 150 of the Code, and all applicable regulations promulgated with respect thereto, until all of the Bonds have been paid in full. The City and the Library each further covenant that neither will make any investments or other use of the proceeds of the Bonds which would cause the Bonds to be "arbitrage bonds" as defined in Section 148 of the Code. The City and the Library each further covenants to comply with the rebate requirements (including the prohibited payment provisions) contained in Section 148(f) of the Code and any regulations promulgated thereunder, including the payment by the City of any rebate amount, to the extent applicable, and for the City to pay any interest or penalty imposed by the United States for the City's failure to comply with said rebate requirements, to the extent applicable.

**Section 5.5** Levy of Annual Tax; Payment of Annual Tax.

(a) The Library shall provide the City a copy of its line item budget on or prior to September 1 each year.

(b) The City agrees to and shall at all times after the date of this Agreement and until all of the Bonds have been paid in full or provision therefor made, cause to be levied and collected the Annual Tax. The Library agrees that the Annual Tax shall be retained by the City up to the amount necessary to pay debt service on the Bonds, and the City agrees to use such amount to pay debt service on the Bonds.

(c) The Library agrees that the Annual Tax will be included in the calculation of the tax levy limitation imposed by Chapter 97 of the Laws of New York of 2011, as amended.

**ARTICLE VI**

**ASSIGNMENT AND RESTRICTION ON SALE**

**Section 6.1** Assignment and Sale of Library Building.

(a) The Library shall not transfer any portion of its interest in the Library Building without a written opinion of Bond Counsel to the City that such transfer does not adversely affect the tax-exempt status of interest on the Bonds, which opinion shall cite applicable legal authority.

(b) Nothing contained in this Agreement shall prevent the consolidation of the Library with, or merger of the Library into, or transfer of all of the Library's interest in the Library Building as an entirety to any entity which is a public library under the Education Law or to a political subdivision of the State which has the legal authority to own or lease the Library Building; provided that upon any such consolidation, merger or transfer, the due and punctual performance and observance of all the agreements and conditions of this Agreement to be kept and performed by the Library shall be expressly assumed in writing by the entity resulting from such consolidation or surviving such merger or to which the Library Building shall be transferred. Notwithstanding the foregoing, the Library agrees that it will not transfer its rights, title or interest in or to the Library Building, or any portion thereof, without prior written notice to the City.

**ARTICLE VII**

**EVENTS OF DEFAULT AND REMEDIES**

**Section 7.1** Events of Default Defined. The following shall be an "Event of Default" under this Agreement and the terms "Event of Default" or "Default" shall mean, whenever they are used in this Agreement, any one or more of the following events:

(i) The failure by the Library or the City to pay or cause to be paid, when due, the amounts specified to be paid pursuant to this Agreement;

(ii) The failure by the Library or the City to observe and perform any covenant, condition or agreement hereunder on its part to be observed or performed, other than a payment obligation referenced in subparagraph (i) hereof, for a period of thirty (30) days, or other reasonable additional time as may be agreed upon, after written notice specifying such failure and requesting that it be remedied, given to one party by the other party;

(iii) The commencement by the Library of a voluntary case under the federal bankruptcy laws, as now constituted or hereafter amended, or any other applicable federal or State bankruptcy, insolvency or other similar law, or the consent by it to the receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) of Library or for all or substantially all of its property, or the making by it of any assignment for the benefit of creditors.

**Section 7.2** Remedies on Default. Whenever any Event of Default shall have occurred and be continuing, the City or the Library may take any action at law or in equity which may appear necessary or desirable to collect any amounts then due and to enforce the obligations, agreements or covenants under this Agreement, subject to the provisions of Section 9.4 of this Agreement.

**Section 7.3** Remedies Cumulative. No remedy herein conferred upon or reserved to the City or the Library is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the City or the Library to exercise any remedy reserved to it in this Article VII, it shall not be necessary to give any notice, other than such notice as may be herein expressly required in this Agreement, although, however, each party shall endeavor to give prior written notice.

**Section 7.4** No Additional Waiver Implied by One Waiver. In the event any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

## ARTICLE VIII

### TERMINATION OF AGREEMENT

**Section 8.1** Termination of Agreement. This Agreement shall be automatically terminated, without further action or request of either the City or Library, simultaneously with and upon the payment in full of the Bonds.

## ARTICLE IX

### MISCELLANEOUS

**Section 9.1** Notices. All notices, certificates and other communications hereunder shall be in writing and shall be sufficiently given and shall be deemed given when delivered and, if delivered by mail, shall be sent by registered mail, postage prepaid, addressed as follows:

To the City:                      City of Kingston  
   420 Broadway  
   Kingston , New York 12401  
Attention:      City Comptroller

To Library:                      Kingston Public Library District  
   \_\_\_\_\_  
   Kingston, New York \_\_\_\_\_  
Attention:      Director

The City and Library may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates and other communications shall be sent.

**Section 9.2** Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the City and Library and their respective successors and assigns in accordance with its terms.

**Section 9.3** Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**Section 9.4** Dispute Resolution. Should any controversy or claim arise out of this Agreement, the Parties shall first attempt to settle their dispute by mediation, facilitated by the American Arbitration Association. If a Party fails to respond to a written request for mediation within 30 days after service, or fails to participate in any scheduled mediation conference, that Party shall be deemed to have waived its right to mediate the issues in dispute.

If the above-referenced mediation does not result in settlement of the entire controversy or dispute within 30 days after the initial mediation conference or if a Party has waived its right to mediate any issues in dispute, any unresolved controversy or claim arising out of or relating to this Agreement will be settled by arbitration administered by the American Arbitration Association and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Notwithstanding the foregoing, the Parties may mutually agree, in writing, to litigate disputes, unresolved controversies or claims not resolved through the above-referenced mediation process if, due to other pending litigation or similar circumstances, litigation would more expeditiously resolve the issues. The Parties agree that any claims related to or arising out of this Contract shall be resolved in Supreme Court of the State of New York, Ulster County.



The Parties further agree that that this entire Agreement is governed by and should be construed in accordance with New York Law, including New York's choice of law rules and New York's arbitration law, Article 75 of New York's Civil Practice Law and Rules.

In the event of a dispute arising from this Agreement, the Library shall be liable to the City for reasonable attorney's fees, costs, expenses and disbursements incurred by the City in enforcing its legal and/or equitable rights pursuant to this Agreement by reason of the failure of the Library to comply with any of the terms, conditions or warranties of this Agreement, express or implied, and/or the exercise of City's remedies with respect thereto, and/or any error, omission and/or professional negligence of the Library or its subcontractors, including but not limited to all attorney's fees, costs, expenses and disbursements incurred by the City in prosecuting a lawsuit against the Library and/or seeking Indemnification pursuant to Article V. The Library shall further be liable to the City for all prejudgment interest on any award of attorney's fees, costs, expenses and disbursements so awarded. This provision shall survive the expiration or termination of this Agreement.

**Section 9.5 Jurisdiction and Venue.** The parties consent to the exclusive jurisdiction of the Supreme Court of the State of New York, County of Ulster for the resolution of all claims arising out of this Agreement.

**Section 9.6 Waiver.** The failure of any party to enforce any of the provisions of the Agreement shall not be deemed to be a waiver thereof. None of the provisions of this Agreement shall be deemed to have been waived or modified unless it shall be in writing and signed by all parties hereto and no such waiver shall be deemed a waiver of any subsequent breach of default of the same nature.

**Section 9.7 No Oral Amendment.** No provision in this Agreement may be waived, altered, amended, rescinded, terminated, discharged nor any part of this Agreement canceled, except in writing signed by the parties hereto.

**Section 9.8 Separability.** Should any provision of this Agreement, at any time during its life, be held in conflict with Federal or State law, then such provision shall be deemed inoperative, with the remaining provisions having full force and effect.

**Section 9.9 Applicable Law.** This Agreement shall be governed exclusively by the applicable laws of the State of New York.

**Section 9.10 Table of Contents and Section Headings not Controlling.** The Table of Contents and the Headings of the several Sections in this Agreement have been prepared for the convenience of reference only and shall not control, affect the meaning or be taken as an interpretation of any provision of this Agreement.

**Section 9.11 Execution of Counterparts.** This Agreement may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the City and Library have caused this Agreement to be executed in their respective corporate names as of February \_\_\_\_, 2024.

CITY OF KINGSTON

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

KINGSTON PUBLIC LIBRARY DISTRICT

By: [\_\_\_\_\_]

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F-1A

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



Steven T. Noble, Mayor

Barbara Graves-Poller, Corporation Counsel

January 4, 2024

Aldерwoman at Large Andrea Shaut, President  
City of Kingston Common Council  
City Hall - 420 Broadway  
Kingston, NY 12401

Re: Fee Schedule Additions

Dear President Shaut,


I write to address to two fee schedule-related issues.

First, as Alderwoman Hirsch noted the November Finance & Audit Committee meeting, the current fee schedule does not set a fee for one type of license, Clerk's Office authorization for transient property operations, required under Administrative Code § 277-1. That provision makes it "unlawful, without obtaining a license from the City Clerk, for any person, firm or corporation, either as owner, tenant or agent, to run, operate or maintain in the City of Kingston, a hotel, motel, inn, boardinghouse, lodging house, rooming house, association, club or any building used in the business of renting rooms or furnishing meals with accommodations for more boarders than allowed in a single-family dwelling ...." After consulting with the Mayor, Planning Department, Building Safety Department, and Director of Housing Initiatives, I am recommending that the fee be set at \$150—an amount that reasonably approximates the administrative costs of ensuring compliance without imposing undue burdens on economic activity.

Second, the City has not yet established fees for granting licenses that confer time-delimited authorization to use and/or intrude upon municipal property for a specified purpose—a process somewhat similar to but more limited than granting an easement. Based on the relatively modest administrative burdens associated with reviewing and recording these documents, as well as my communications with the Mayor and Planning Department, I recommend that the Common Council adopt a \$100 annual processing fee for this type of license.

I ask that you please place these discussion items on the agenda for the next regularly scheduled Finance & Audit Committee meeting. If you have any questions, please do not hesitate to contact me.

Respectfully submitted,

  
\_\_\_\_\_  
Barbara Graves-Poller  
Corporation Counsel



11

(F+ A)

**CITY OF KINGSTON**  
**Office of the Comptroller**  
comptroller@kingston-ny.gov

John Tuey, Comptroller



Steven T. Noble, Mayor

January 5, 2024


Alderman at Large Andrea Shaut  
City of Kingston Common Council  
420 Broadway  
Kingston, NY 12401

RE: Library Financing and Tax Compliance Agreement

Dear Alderman at Large Shaut,

In June 2023, the Common Council adopted a \$14,000,000 bond ordinance for improvements at the Kingston Library. As we are preparing to issue the debt authorized by the aforementioned ordinance, I ask the Common Council to authorize the Mayor to execute the attached financing and tax compliance agreement which memorializes each parties responsibility related to the borrowing.

Sincerely,

  
John R. Tuey  
Comptroller, City of Kingston

cc: Mayor Steven T. Noble  
Corporation Counsel Barbara Graves-Poller

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

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

DEPARTMENT: <u>Comptroller</u>	DATE: <u>1/5/24</u>
<b>Description:</b> Authorize the Mayor to execute the Financing and Tax Compliance Agreement related to the . \$14,000,000 Library bond ordinance adopted in June, 2023.	
<div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div>Estimated Financial Impact: \$<u>0</u></div> <div>Signature <u>Gabea Tracy</u></div> </div>	

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

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

Action Required:

<u>Committee Vote</u>	<u>YES</u>	<u>NO</u>
Reynolds Scott-Childress, Chairman, Ward 3		
Michael Tierney, Ward 2		
Bryant Drew Andrews, Ward 7		
Steve Schabot, Ward 8		
Sara Pasti, Ward 1		

**CITY OF KINGSTON  
AND  
KINGSTON PUBLIC LIBRARY DISTRICT**

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**LIBRARY FINANCING AND TAX COMPLIANCE AGREEMENT**

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Dated as of February\_\_\_\_, 2024

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THIS LIBRARY FINANCING AND TAX COMPLIANCE AGREEMENT, dated as of February \_\_, 2024 (the "Agreement"), is by and between the Kingston Public Library District, a public library of the State of New York as defined in Section 253(2) of the Education Law (the "Education Law") of the State of New York (the "State") and having been established pursuant to special legislation of the State of New York (the "Library") and the City of Kingston (the "City").

WITNESSETH:

WHEREAS, the qualified voters of the Kingston Library District at the Annual Library Election held on September 20, 2022 approved a proposition calling for the renovation, reconstruction and expansion of the existing library building at a maximum estimated cost of \$14,000,000 and calling for the City of Kingston to issue bonds to finance such cost, all in accordance with Chapter 11 of the Laws of New York for 2000 (the "Law");

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants hereinafter contained, the Library and the City hereby formally covenant, agree and bind themselves as follows, to wit:

ARTICLE I

DEFINITIONS

The following words and terms as used in this Agreement shall have the following meanings unless the context or use indicates another or different meaning or intent:

"Agreement" means this Financing and Tax Compliance Agreement, dated as of June \_\_, 2021 by and between the City and the Library, as amended from time to time.

"Annual Tax" shall mean the annual Library tax to be levied by the City upon the taxable real property within the boundaries of the Library District, including such amount as is annually required to pay principal of, interest on and redemption premium for, if any, the Bonds.

"Bonds" shall mean any bond or bond anticipation note, including any refunding bond or bond anticipation renewal note, issued, from time to time, by the City to pay costs, or to refund or renew obligations issued to pay costs, of the Library Building.

"Bond Counsel" means a firm or firms specializing in the field of municipal finance and nationally recognized as expert in the field.

"Bond Proceeds" shall mean any monies received from the sale of Bonds by the City for the Library Building.

"Bond Term" shall mean the period during which any Bonds are outstanding.

"City" shall mean the City of Kingston.

"Code" shall mean the Internal Revenue Code of 1986, as amended, and with respect to a specific section thereof, such reference shall be deemed to include (i) the regulations promulgated under such section, (ii) any successor provision of similar import hereafter enacted, (iii) any corresponding provisions of any subsequent Internal Revenue Code, (iv) the regulations prescribed under the provisions described in (ii) and (iii), and (v) any published revenue rulings applicable thereto.

"Condemnation" means the taking of title to, or the use of, property under the exercise of the power of eminent domain by any governmental entity or other person acting under governmental authority.

"District" means the Kingston Public Library District as established pursuant to Section 1 of the Special Act.

"Education Law" means the Education Law of the State, as amended from time to time.

"Final Project Costs" has the meaning set forth in Section 2.1(f).

"Library" means (i) the Kingston Public Library District, a public library of the State as defined in Section 253(2) of the Education Law and having been established pursuant to the Special Act, and (ii) any entity resulting from, or surviving any consolidation or merger to which the Library or its successors may be a party.

"Library Building" means the Library Building defined in the preambles to this Agreement and all those buildings, improvements, structures and other related facilities, from time to time, including all machinery, equipment and other personal property being the Library Building approved by the Proposition.

"Permanent Financing" has the meaning set forth in Section 2.2(a).

"Project Closeout Amount" has the meaning set forth in Section 2.1(f).

"Project Costs" means all costs incurred by the District in connection with the construction of the Library Building, including all engineering, architectural, legal, accounting, financial advisory, and other services in connection therewith.

"Special Act" means Chapter 672 of the 1993 Laws of the State, as amended by Chapter 544 of the 2015 Laws of the State.

"State" means the State of New York.

## ARTICLE II

### CONSTRUCTION OF THE LIBRARY BUILDING

#### **Section 2.1**      Construction of Library Building by Library; Role of City.

(a)      The Library hereby has and agrees to complete the construction of the Library Building as described in the Proposition.

(b)      The parties agree the City shall have no obligation to construct the Library Building or in any manner conserve or protect the Library Building or any portion thereof.

(c)      The Library shall make all decisions with respect to size, design, composition and scope of the proposed Library Building, and the selection of its architect, construction manager and related professionals.

(d)      The City shall not be obligated to pay to the Library an amount in excess of the Bond Proceeds approved by Library District voters nor shall the City be required to make payment from funds other than the Bond proceeds.

(e)      The Library has conducted all required State Environmental Quality Review Act ("SEQRA") procedures and has awarded contracts for and undertaken the construction of the Library Building in the manner provided by law.

#### **Section 2.2**      Issuance of Bonds; Investment and Expenditure of City Bond Proceeds.

(a)      The City agrees to issue Bonds [ terms]

(b)      The Library acknowledges that the tax-exempt status of the Bonds issued by the City for the Library Project requires compliance by the City with certain provisions of the Internal Revenue Code of 1986, as amended. In order to maintain such compliance, the Library hereby agrees that it will maintain all records of investment and expenditure of Bond Proceeds and provide to the City a report thereon in a timely manner, in any event, on a quarterly basis.

## ARTICLE III

### MAINTENANCE AND OPERATION OF LIBRARY BUILDING

**Section 3.1**      Maintenance and Operation of Library Building by Library. The Library agrees that during the Bond Term it will construct, use and maintain the Library Building for public library purposes in compliance with all laws, regulations and requirements such that the tax-exempt status of interest on the Bonds is not adversely affected.

## ARTICLE IV

### DAMAGE, DESTRUCTION OR CONDEMNATION

**Section 4.1** Damage or Destruction of Library Building. If the Library Building shall be damaged or destroyed, in whole or in part, at any time during the Bond Term the Library shall, to the extent moneys from the proceeds of insurance or grants are available therefor and to the extent reasonably feasible, promptly replace, repair, rebuild or restore the Library Building as an operating entity, with such changes, alterations and modifications as may be desired by the Library subject to obtaining necessary and applicable governmental approvals and permits.

**Section 4.2** Condemnation of Library Building. If at any time during the Bond Term the whole or any part of title to, or the use of, the Library Building shall be taken by Condemnation, the Library agrees to use the proceeds of Condemnation to defease outstanding Bonds.

## ARTICLE V

### SPECIAL COVENANTS

**Section 5.1** Hold Harmless Provisions.

(a) During the Bond Term, the Library hereby agrees that the City and each of its members, officers, agents and employees shall not be liable for and agrees to hold the City and each of its members, officers, agents and employees harmless from and against any and all claims and liability for loss or damage to property or any injury to or death of any and all persons that may be occasioned by any cause whatsoever pertaining to the construction, operation or maintenance of the Library Building or arising by reason of or in connection with the occupation or the use thereof or the presence on, in or about the Library Building, including attorneys' fees and any other expenses incurred in defending any suits or actions which may arise as a result of the foregoing, except to the extent that any such claims, liability, suits or actions arise, in whole or in part, from the act or omission of the City or any of its members, officers, agents or employees.

(b) The Library shall hold harmless and indemnify the City against any liability or claim arising from the Library's use of the Bond Proceeds or any act or omission by the Library in connection with the Bond Proceeds. The City shall promptly notify the Library upon receipt of any notice or filing of any such claim against the City, and the Library will assume the defense thereof at the Library's expense, including retention of counsel reasonably satisfactory to the City and the payment of all expenses reasonably and necessarily incurred by the City in defense of such claim.

(c) The City shall hold harmless and indemnify the Library against any liability or claim arising from the City's use of the Bond Proceeds or any act or omission by the City in connection with the Bond Proceeds. The Library shall promptly notify the City upon receipt of any notice or filing of any such claim against the Library, and the City will assume the defense thereof at the City's expense, including retention of counsel reasonably satisfactory to the Library

and the payment of all expenses reasonably and necessarily incurred by the Library in defense of such claim.

(d) The agreements contained in this Section 5.1 shall remain operative and in full force and effect, regardless of any investigation made by or on behalf of the City or the termination of this Agreement, but notwithstanding the foregoing, the agreements shall cease to have any force and effect upon the expiration of any applicable statute of limitations.

(e) The Library shall and hereby agrees to, whether or not it carries casualty insurance or is self-insured, be solely responsible for the risk of any casualty, loss or damage from whatever cause to the Library Building and the City shall not, unless arising from the intentional acts or misconduct of the City, be responsible or liable therefor.

**Section 5.2** Agreement to Provide Information; Prepare Reports.

(a) The City agrees, whenever requested by the Library, within a reasonable period of time, to provide and certify or cause to be provided and certified such information concerning the City as the Library from time to time reasonably considers necessary or appropriate in connection with the transactions contemplated by this Agreement, including, but not limited to, such information as to enable it to make any reports required by law or governmental regulation.

(b) The Library agrees, whenever requested by the City, within a reasonable period of time, to provide and certify or cause to be provided and certified such information concerning the Library and the use of Bond Proceeds as the City from time to time reasonably considers necessary or appropriate in connection with the transactions contemplated by this Agreement, including, but not limited to, such information as to enable it to make any reports required by law or governmental regulation.

**Section 5.3** City to File Statements With Internal Revenue Service. The Library agrees with the City to assist the City with regard to the filing with the Internal Revenue Service of the United States Treasury Department or any other authorized governmental agency of any and all statements or other instruments which may be required by the Code at the times required therein.

**Section 5.4** Federal Tax Covenants. The City and the Library each hereby covenants not to take or omit to take any action so as to cause interest on any Bonds to be no longer excluded from gross income for the purposes of federal income taxation and to otherwise comply with the applicable requirements of Section 103 and Sections 141 through 150 of the Code, and all applicable regulations promulgated with respect thereto, until all of the Bonds have been paid in full. The City and the Library each further covenant that neither will make any investments or other use of the proceeds of the Bonds which would cause the Bonds to be "arbitrage bonds" as defined in Section 148 of the Code. The City and the Library each further covenants to comply with the rebate requirements (including the prohibited payment provisions) contained in Section 148(f) of the Code and any regulations promulgated thereunder, including the payment by the City of any rebate amount, to the extent applicable, and for the City to pay any interest or penalty imposed by the United States for the City's failure to comply with said rebate requirements, to the extent applicable.

**Section 5.5** Levy of Annual Tax; Payment of Annual Tax.

(a) The Library shall provide the City a copy of its line item budget on or prior to September 1 each year.

(b) The City agrees to and shall at all times after the date of this Agreement and until all of the Bonds have been paid in full or provision therefor made, cause to be levied and collected the Annual Tax. The Library agrees that the Annual Tax shall be retained by the City up to the amount necessary to pay debt service on the Bonds, and the City agrees to use such amount to pay debt service on the Bonds.

(c) The Library agrees that the Annual Tax will be included in the calculation of the tax levy limitation imposed by Chapter 97 of the Laws of New York of 2011, as amended.

**ARTICLE VI**

**ASSIGNMENT AND RESTRICTION ON SALE**

**Section 6.1** Assignment and Sale of Library Building.

(a) The Library shall not transfer any portion of its interest in the Library Building without a written opinion of Bond Counsel to the City that such transfer does not adversely affect the tax-exempt status of interest on the Bonds, which opinion shall cite applicable legal authority.

(b) Nothing contained in this Agreement shall prevent the consolidation of the Library with, or merger of the Library into, or transfer of all of the Library's interest in the Library Building as an entirety to any entity which is a public library under the Education Law or to a political subdivision of the State which has the legal authority to own or lease the Library Building; provided that upon any such consolidation, merger or transfer, the due and punctual performance and observance of all the agreements and conditions of this Agreement to be kept and performed by the Library shall be expressly assumed in writing by the entity resulting from such consolidation or surviving such merger or to which the Library Building shall be transferred. Notwithstanding the foregoing, the Library agrees that it will not transfer its rights, title or interest in or to the Library Building, or any portion thereof, without prior written notice to the City.

**ARTICLE VII**

**EVENTS OF DEFAULT AND REMEDIES**

**Section 7.1** Events of Default Defined. The following shall be an "Event of Default" under this Agreement and the terms "Event of Default" or "Default" shall mean, whenever they are used in this Agreement, any one or more of the following events:

(i) The failure by the Library or the City to pay or cause to be paid, when due, the amounts specified to be paid pursuant to this Agreement;

(ii) The failure by the Library or the City to observe and perform any covenant, condition or agreement hereunder on its part to be observed or performed, other than a payment obligation referenced in subparagraph (i) hereof, for a period of thirty (30) days, or other reasonable additional time as may be agreed upon, after written notice specifying such failure and requesting that it be remedied, given to one party by the other party;

(iii) The commencement by the Library of a voluntary case under the federal bankruptcy laws, as now constituted or hereafter amended, or any other applicable federal or State bankruptcy, insolvency or other similar law, or the consent by it to the receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) of Library or for all or substantially all of its property, or the making by it of any assignment for the benefit of creditors.

**Section 7.2** Remedies on Default. Whenever any Event of Default shall have occurred and be continuing, the City or the Library may take any action at law or in equity which may appear necessary or desirable to collect any amounts then due and to enforce the obligations, agreements or covenants under this Agreement, subject to the provisions of Section 9.4 of this Agreement.

**Section 7.3** Remedies Cumulative. No remedy herein conferred upon or reserved to the City or the Library is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the City or the Library to exercise any remedy reserved to it in this Article VII, it shall not be necessary to give any notice, other than such notice as may be herein expressly required in this Agreement, although, however, each party shall endeavor to give prior written notice.

**Section 7.4** No Additional Waiver Implied by One Waiver. In the event any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

## ARTICLE VIII

### TERMINATION OF AGREEMENT

**Section 8.1** Termination of Agreement. This Agreement shall be automatically terminated, without further action or request of either the City or Library, simultaneously with and upon the payment in full of the Bonds.



## ARTICLE IX

### MISCELLANEOUS

**Section 9.1 Notices.** All notices, certificates and other communications hereunder shall be in writing and shall be sufficiently given and shall be deemed given when delivered and, if delivered by mail, shall be sent by registered mail, postage prepaid, addressed as follows:

To the City:                      City of Kingston  
   420 Broadway  
   Kingston , New York 12401  
   Attention:     City Comptroller

To Library:                      Kingston Public Library District  
   \_\_\_\_\_  
   Kingston, New York \_\_\_\_\_  
   Attention:     Director

The City and Library may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates and other communications shall be sent.

**Section 9.2 Binding Effect.** This Agreement shall inure to the benefit of and shall be binding upon the City and Library and their respective successors and assigns in accordance with its terms.

**Section 9.3 Severability.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**Section 9.4 Dispute Resolution.** Should any controversy or claim arise out of this Agreement, the Parties shall first attempt to settle their dispute by mediation, facilitated by the American Arbitration Association. If a Party fails to respond to a written request for mediation within 30 days after service, or fails to participate in any scheduled mediation conference, that Party shall be deemed to have waived its right to mediate the issues in dispute.

If the above-referenced mediation does not result in settlement of the entire controversy or dispute within 30 days after the initial mediation conference or if a Party has waived its right to mediate any issues in dispute, any unresolved controversy or claim arising out of or relating to this Agreement will be settled by arbitration administered by the American Arbitration Association and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Notwithstanding the foregoing, the Parties may mutually agree, in writing, to litigate disputes, unresolved controversies or claims not resolved through the above-referenced mediation process if, due to other pending litigation or similar circumstances, litigation would more expeditiously resolve the issues. The Parties agree that any claims related to or arising out of this Contract shall be resolved in Supreme Court of the State of New York, Ulster County.

The Parties further agree that that this entire Agreement is governed by and should be construed in accordance with New York Law, including New York's choice of law rules and New York's arbitration law, Article 75 of New York's Civil Practice Law and Rules.

In the event of a dispute arising from this Agreement, the Library shall be liable to the City for reasonable attorney's fees, costs, expenses and disbursements incurred by the City in enforcing its legal and/or equitable rights pursuant to this Agreement by reason of the failure of the Library to comply with any of the terms, conditions or warranties of this Agreement, express or implied, and/or the exercise of City's remedies with respect thereto, and/or any error, omission and/or professional negligence of the Library or its subcontractors, including but not limited to all attorney's fees, costs, expenses and disbursements incurred by the City in prosecuting a lawsuit against the Library and/or seeking Indemnification pursuant to Article V. The Library shall further be liable to the City for all prejudgment interest on any award of attorney's fees, costs, expenses and disbursements so awarded. This provision shall survive the expiration or termination of this Agreement.

**Section 9.5 Jurisdiction and Venue.** The parties consent to the exclusive jurisdiction of the Supreme Court of the State of New York, County of Ulster for the resolution of all claims arising out of this Agreement.

**Section 9.6 Waiver.** The failure of any party to enforce any of the provisions of the Agreement shall not be deemed to be a waiver thereof. None of the provisions of this Agreement shall be deemed to have been waived or modified unless it shall be in writing and signed by all parties hereto and no such waiver shall be deemed a waiver of any subsequent breach of default of the same nature.

**Section 9.7 No Oral Amendment.** No provision in this Agreement may be waived, altered, amended, rescinded, terminated, discharged nor any part of this Agreement canceled, except in writing signed by the parties hereto.

**Section 9.8 Separability.** Should any provision of this Agreement, at any time during its life, be held in conflict with Federal or State law, then such provision shall be deemed inoperative, with the remaining provisions having full force and effect.

**Section 9.9 Applicable Law.** This Agreement shall be governed exclusively by the applicable laws of the State of New York.

**Section 9.10 Table of Contents and Section Headings not Controlling.** The Table of Contents and the Headings of the several Sections in this Agreement have been prepared for the convenience of reference only and shall not control, affect the meaning or be taken as an interpretation of any provision of this Agreement.

**Section 9.11 Execution of Counterparts.** This Agreement may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the City and Library have caused this Agreement to be executed in their respective corporate names as of February \_\_\_\_, 2024.

CITY OF KINGSTON

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

KINGSTON PUBLIC LIBRARY DISTRICT

By: