

## **FEBRUARY 2025 LAWS & RULES COMMITTEE AGENDA**

**Wednesday, February 19th, at 6:30 PM.**

1. Community Preservation Advisory Board Applicants - Mayor Noble
2. Loughran Park Tennis/Pickleball Project SEQR - J. Schoonmaker

### **OLD BUSINESS**

1. Fireman's Museum- S. Cahill

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CITY OF KINGSTON

Office of the Mayor

mayor@kingston-ny.gov



Steven T. Noble  
Mayor

January 31st, 2025

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

Re: CPAB Recommendations

Dear President Shaut,

The City put out an open call for community members who reside in the City of Kingston to apply to serve on the Community Preservation Advisory Board. In all, the City received fourteen applications, two of which were not eligible due to residency requirements. This left twelve applications for seven positions. After reviewing the applications I recommend the following individuals:

**Roger Bennett** (Architect): 1 year term

**Eli Dueker** (Associate Professor of Environmental and Urban Studies and Biology, Bard College): 2 year term

**Cara Gentry** (Land Preservation, Walkill Valley Land Trust): 3 year term

**Jennifer Adams** (Director of Land Stewardship, Winnakee Land Trust, Conservation Advisory Council): 4 year term

**Shaniqua Bowden** (Director of Cultural Engagement and Sustainable Living, Kingston Land Trust): 5 year term

**KayCee Wimbish** (farmer, YMCA Farm Project): 6 year term

**Kevin McEvoy** (Investment Portfolio Manager, Conservation Advisory Council, Climate Smart Commission, Kingston Land Trust, Historic Landmarks Preservation Commission): 7 year term

Note, as per Local Law #8, the terms are staggered so that a new member is added each year. Also to note, per the law, there are to be no city staff appointments to the CPAB. The Sustainability Coordinator will serve as the Staff Liaison to the Board and will be present at the Council committee meetings to answer questions.

Respectfully Submitted,

Steven T. Noble  
Mayor

City of Kingston  
Parks and Recreation Department

Steven T. Noble, Mayor



LTK  
Lynsey Timbrouck, Director

Jack H. Schoonmaker, Project Manager

(845) 481-7331

*jschoonmaker@kingston-ny.gov*

January 31, 2025

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

Re: Loughran Park Tennis/Pickleball Facility Improvements Project SEQR Determination

Dear President Shaut:

I have been working with the City of Kingston Engineering Department on a plan and designs for the rehabilitation/restoration of the Loughran Park Tennis/Pickleball Facility. We have produced a plan that will maintain the existing footprint and add Green Infrastructure practices yet increase player capacity and modernize the complex so that it can continue serving residents and visitors for generations to come.

To continue moving forward with the improvement project and complete the full restoration, a Resolution of State Environmental Quality Review (SEQR) finding of Type II determination is needed.

This resolution should generally reference the work being undertaken, as the proposed action, and that these actions fall under the highlighted provisions from 6 NYCRR Part 617.5 as attached under which this determination has been made. These highlighted provisions should be included in the resolution. No further action would be required by the City for SEQRA compliance.

Please forward this communication to the appropriate committees for further discussion. Should you have any questions concerning this request, please do not hesitate to contact me.

Sincerely,

Jack H Schoonmaker  
Project Manager

Cc: Steven T. Noble, Mayor  
John Tuey, Comptroller  
John Schultheis, City Engineer  
Lynsey Timbrouck, Director P&R

## 6 CRR-NY 617.5

## NY-CRR

STATE COMPILATION OF CODES, RULES AND REGULATIONS OF THE STATE OF NEW YORK  
TITLE 6. DEPARTMENT OF ENVIRONMENTAL CONSERVATION  
CHAPTER VI. GENERAL REGULATIONS  
PART 617. STATE ENVIRONMENTAL QUALITY REVIEW

6 CRR-NY 617.5

6 CRR-NY 617.5

## 617.5 Type II actions.

(a) Actions or classes of actions identified in subdivision (c) of this section are not subject to review under this Part, except as otherwise provided in this section. These actions have been determined not to have a significant impact on the environment or are otherwise precluded from environmental review under Environmental Conservation Law, article 8. The actions identified in subdivision (c) of this section apply to all agencies.

(b) Each agency may adopt its own list of Type II actions to supplement the actions in subdivision (c) of this section. No agency is bound by an action on another agency's Type II list. The fact that an action is identified as a Type II action in an agency's procedures does not mean that it must be treated as a Type II action by any other involved agency not identifying it as a Type II action in its procedures. An agency that identifies an action as not requiring any determination or procedure under this Part is not an involved agency. Each of the actions on an agency Type II list must:

(1) in no case, have a significant adverse impact on the environment based on the criteria contained in section 617.7(c) of this Part; and

(2) not be a Type I action as defined in section 617.4 of this Part.

(c) The following actions are not subject to review under this Part:

(1) maintenance or repair involving no substantial changes in an existing structure or facility;

(2) replacement, rehabilitation or reconstruction of a structure or facility, in kind, on the same site, including upgrading buildings to meet building, energy, or fire codes unless such action meets or exceeds any of the thresholds in section 617.4 of this Part;

(3) retrofit of an existing structure and its appurtenant areas to incorporate green infrastructure;

(4) agricultural farm management practices, including construction, maintenance and repair of farm buildings and structures, and land use changes consistent with generally accepted principles of farming;

(5) repaving of existing highways not involving the addition of new travel lanes;

(6) street openings and right-of-way openings for the purpose of repair or maintenance of existing utility facilities;

(7) installation of telecommunication cables in existing highway or utility rights of way utilizing trenchless burial or aerial placement on existing poles;

(8) maintenance of existing landscaping or natural growth;

(9) construction or expansion of a primary or accessory/appurtenant, nonresidential structure or facility involving less than 4,000 square feet of gross floor area and not involving a change in zoning or a use variance and consistent with local land use controls, but not radio communication or microwave transmission facilities;

(10) routine activities of educational institutions, including expansion of existing facilities by less than 10,000 square feet of gross floor area and school closings, but not changes in use related to such closings;

(11) construction or expansion of a single-family, a two-family or a three-family residence on an approved lot including provision of necessary utility connections as provided in paragraph (13) of this subdivision and the installation, maintenance or upgrade of a drinking water well or a septic system or both, and conveyances of land in connection therewith;

**RESOLUTION \_\_\_\_ OF 2025**

RESOLUTION OF THE CITY OF KINGSTON COMMON COUNCIL ISSUING A TYPE II ACTION DETERMINATION IN CONNECTION WITH THE LOUGHRAN PARK TENNIC/PICKLEBALL FACILITY IMPROVEMENTS PROJECT IN THE STATE ENVIRONMENTAL QUALITY REVIEW ACT (SEQR) PROCESS PURSUANT TO 6 NYCRR SECTION 617.5.

Sponsored By: Laws & Rules Committee

Aldermen: Hirsch, Pasti,  
Scott-Childress, Mickens, Dennison

**WHEREAS**, the Loughran Park Tennis/Pickleball Facility Improvements Project will rehabilitate and upgrade the existing facilities, increase player capacity, modernize the complex and add Green Infrastructure practices so that it can continue serving residents and visitors for generations to come; and

**WHEREAS**, Title 6 of the New York Code of Rules and Regulations (6 NYCRR) Section 617.5 under the State Environmental Quality Review Act (SEQR) provides that certain actions identified in subdivision (c) of that section are not subject to environmental review under the Environmental Conservation Law; and

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

**SECTION-1.** The City of Kingston hereby determines that the Loughran Park Tennis/Pickleball Facility Improvements Project is a Type II action in accordance with 6 NYCRR Section 6.17.5(c)(2) and (3), which constitute the “replacement, rehabilitation or reconstruction of a structure or facility, in kind, on the same site, including upgrading buildings to meet building, energy, or fire codes unless such action meets or exceeds any of the thresholds in section 617.4 of this Part;” “retrofit of an existing structure and its appurtenant areas to incorporate green infrastructure;” “and is therefore not subject to further review under 6 NYCRR Part 617.

**SECTION-2.** That this resolution shall take effect immediately.

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

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

\_\_\_\_\_, 2025

\_\_\_\_\_, 2025

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

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

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

# THE CITY OF KINGSTON COMMON COUNCIL

## LAWS & RULES COMMITTEE REPORT

DEPARTMENT: Parks & Recreation

DATE:

**Description:**

A resolution determining the Loughran Park Tennis/Pickleball Facility Improvements Project as a Type II action in accordance with 6 NYCRR Sections 617.5(c)(2) and 617.5(c)(3) of the Regulations.

Signature

*J. P. Shomaker*, PROJECT MANAGER

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

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

Action Required:

SEQRA Decision:

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

Type II Action   X  

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		
Sara Pasti, Ward 1		
Reynolds Scott-Childress, Ward 3		
Teryl Mickens, Ward 5		
Robert Dennison, Ward 6		

## OLD BUSINESS

## **AGREEMENT**

**This Agreement** made this                      day of                      , 2025, between the **City of Kingston, New York**, a municipal corporation of the State of New York, having its principal place of business located at 420 Broadway, Kingston, New York, hereinafter referred to as the party of the first part, and the **Volunteer Firemen's Hall and Museum of Kingston, Inc.**, a not-for-profit corporation having its principal place of business at 265 Fair Street, Kingston, New York, hereinafter referred to as the party of the second part.

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

**Whereas**, the party of the second part desires to operate a museum for the benefit of the public of the City of Kingston, New York, wherein the accumulated ancient equipment of the various volunteer fire departments of the said City will be displayed and to further operate said museum under the auspices of the Department of Education of the State of New York; and

**Whereas**, the party of the first part desires that its citizens enjoy the benefits to be gained by the operation of a volunteer firemen's hall and museum by the party of the second part within the borders of the party of the first part.

**Now therefore**, in consideration of One (\$1.00) Dollar and the promises herein contained, the parties agree as follows:

**Section 1.** The party of the second part shall undertake to operate for the benefit of the citizens of the City of Kingston and the surrounding environs a Volunteer Firemen's Hall and Museum. The Volunteer Firemen's Hall and Museum shall be located at 265 Fair Street, in the City of Kingston, New York (the "premises").

**Section 2.** The party of the second part shall be solely responsible for the operation of the subject museum and shall operate same pursuant to the guidelines set forth by the Department of Education for the operation of such a facility.

**Section 3.** The party of the first part shall provide the space required to conduct the operation of the Volunteer Firemen's Hall and Museum at the premises, located at 265 Fair Street, in the City of Kingston, New York. Said space shall be up to and including the entire building if required by the party of the second part.

**Section 4.** That the term of this Agreement shall be for a period of six (6) years to

premises, anything prohibited by the insurance policies covering the premises. The party of the second part agrees to comply, at its own expense, with all requirements of insurers necessary to keep in force the insurance policies covering the premises and building. The party of the second part agrees to pay any increases in the rate to maintain insurance coverage resulting from a violation of the terms and conditions of this section and applicable insurance policies.

**Section 13.** That the party of the second part shall and will keep the premises in good order and repair during the term of this agreement and upon failure to do so, the party of the first part may do and perform all repairs which may be necessary in and about the premises. The party of the first part hereby agrees to provide utilities, including water, electric and gas.

**Section 14.** The party of the second part shall be responsible for minor repairs, up to and including repairs in the amount of Five Thousand (\$5,000.00) Dollars. It is further agreed that the party of the second part will perform routine maintenance of the building, including, but not limited to, those items listed in the Schedule A annexed hereto.

**Section 15.** In case of damage to the premises, by fire or other cause, without the fault of the party of the second part, or of the party of the second part's agents, employees, or invitees, if the damage is so extensive as to amount practically to the total destruction of the building or premises, or to render the building uninhabitable, or if the party of the first part shall within a reasonable time decide not to rebuild, this agreement shall be rendered void, cease, and come to an end. In all other cases where the premises are damaged by fire without the fault of the party of the second part, or of the party of the second part's agent, employees, or invitees, the party of the first part shall repair the damage within a reasonable time after notice of damage. In determining what constitutes reasonable time, consideration shall be given to delays caused by strikes, adjustment of insurance and other causes beyond the party of the first part's control.

**Section 16.** That if the party of the first part should sell said premises, prior to the expiration of this agreement and the purchaser thereof desires possession of said premises, then and in that event, the agreement shall be cancelled, rendered void, cease, and come to an end. Upon receiving sixty (60) days written notice of cancellation of the agreement, the party of the second part will execute instruments necessary to effect a proper cancellation of this agreement and surrender all use and occupation of the premises.

**Section 17.** It is expressly understood and agreed that in the event the Volunteer

the State of New York.

**Section 23.** The party of the first part agrees to reasonably correct and make, at its own cost and expense, any major repairs to the premises. A major repair is defined as any repair the cost of which is in excess of Five Thousand (\$5,000.00) Dollars. Upon discovery of any part or portion of the premises requiring major repairs, the party of the second part shall promptly provide written notice to the party of the first part. The party of the second part shall not make, or contract for, any major repairs without first obtaining the written permission of the party of the first part and party of the first part shall not unreasonably withhold its written permission.

**Section 24.** Notices given pursuant to the provisions of this agreement, or necessary to carry out its provisions, shall be in writing and delivered by certified or registered mail, or personally served pursuant to the New York Civil Practice Law and Rules, to the addresses listed above as the principal place of business for each party.

**Section 25.** It is Mutually Understood and Agreed that the covenants and conditions contained in this agreement shall apply to and be binding upon the parties and upon their respective successors, administrators, representatives, and assigns.

**Section 26.** No changes, amendments, or modifications of any of the terms and/or conditions of this agreement shall be valid unless reduced to writing and signed by the Parties to this Agreement.

**Section 27.** This Agreement is governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise. The venue for any legal actions resulting from this agreement shall be in Ulster County New York.

**Section 28.** Should any part, term, or provision of this Agreement be determined by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining portion or provisions shall not be affected.

**Section 29.** The rights and obligations of the Parties and their respective agents, successors and assignees will be subject to and governed by this Agreement, including the Schedule A attached hereto, which supersedes any other understandings or writings between or among the parties to this agreement.

instrument, or the person upon behalf of which the individual acted, executed the instrument.

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Notary Public

## **SCHEDULE A**

### **ROUTINE MAINTENANCE**

Weekly cleaning of toilets, sinks and kitchen area

Annual service on furnace, including filter changes

Payment of Monthly Maintenance fee of Alarm System

Maintain all doors and windows in good working order

Sweep/vacuum and clean exhibits and public areas

Scrape/re-paint all doors and windows as needed (at a minimum every three (3) years)

Supply toilet paper, paper towels, brooms, mops, vacuum cleaner and vacuum cleaner products and other items necessary for use of facilities and regular cleaning

Keep access ways and front walks clear of snow, ice or other debris at all times

**Fireman's Museum should be seeking grants and funding and prioritizing repairs – to be approved by the City**

(L+R)

**CITY OF KINGSTON**  
**Historic Landmarks Preservation Commission**

planning@kingston-ny.gov



Suzanne Cahill, Planning Director

Steven T. Noble, Mayor

November 25, 2024

Ald. At large Andrea Shaut, President  
City of Kingston Common Council  
City Hall – 420 Broadway  
Kingston, Ny 12401

RE: 265 Fair Street – Fireman's Museum of Kingston  
Lease Agreement

Dear President Shaut:

As you are aware, our office has taken on a role in working with and supporting the Volunteer Fireman's Museum in uptown Kingston as one of our city-owned and operated historic facilities which promote the history and heritage of the community. This is to request consideration by the Common Council to authorize the mayor to enter into a lease agreement, or possibly a Memorandum of Understanding, with the Volunteer Fireman's Museum, who occupies and facilitates the public museum at 265 Fair Street. The property is owned by the City of Kingston, and we work directly with the group to assist in the regular care and maintenance of the structure, but the organization, which is a 501 C3 Not for Profit, runs it and is on site daily. A prior lease agreement has expired, and it is in the best interest of the City and the organization to renew the arrangement to set forth responsibilities and minimize liabilities.

The City Corporation Counsel Office is currently working to draft language that would update the prior instrument and that will be submitted to you in advance of the assigned Committee's review. We are looking at applying for a grant and need to demonstrate a valid lease for the premises as one of the application conditions. Given the timing of that submission, I respectfully ask that you refer this matter, and I will work directly through you, along with the Committee Chair, to make sure the information is provided.

If there are any questions, please feel free to contact this office.

Regards,

Suzanne Cahill  
Planning Director

Cc: S. Noble, Mayor  
E. Tinti, City Clerk  
B. Graves-Poller, Corp Counsel  
M. Jankowski, Assist. Corp. Counsel  
M. Berthiaume, Pres. Fireman's Museum Board  
N. Kikel, Grants Manager