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**Tinti, Elisa**

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**From:** Timbrouck, Lynsey  
**Sent:** Tuesday, December 28, 2021 11:09 AM  
**To:** Shaut, Andrea  
**Cc:** Tuey, John; Tinti, Elisa  
**Subject:** 2021 Year End Budget Transfer  
**Attachments:** Communication to Council- 2021 Year End Budget Transfer.pdf; Committee\_Report-Finance Committee 2021 year end transfers.pdf; 2021 Parks and Rec Year End Transfers.XLSX

Dear President Shaut,

Please see the attached budget transfer request, committee report, and accounts spreadsheet.

Thank you.

-Lynsey

**Lynsey Timbrouck**  
**Director of Parks and Recreation**  
**City of Kingston**  
**467 Broadway**  
**Kingston, N.Y. 12401**  
**(p) 845-481-7333**



City of Kingston  
Parks and Recreation Department  
[ltimbrouck@kingston-ny.gov](mailto:ltimbrouck@kingston-ny.gov)

Steven T. Noble, Mayor



Lynsey Timbrouck, Director

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December 27, 2021

President Andrea Shaut  
420 Broadway  
Kingston, NY 12401

Dear President Shaut,

Attached, please find the Parks & Recreation 2021 year end transfer documentation and committee report. There is zero financial impact to the City, as the transfer of funds is accomplished internally with various department accounts.

Thank you in advance for your consideration.

Respectfully,

Lynsey Timbrouck  
Director of Parks and Recreation

cc: City Comptroller, John Tuey



**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: Parks and Recreation

DATE: 12/27/2021

Description:

Year-end internal budget transfer of \$8,114.26 to reconcile department accounts.

(See attached spreadsheet)

Estimated Financial Impact: \$0

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: \_\_\_\_\_

<b><u>Committee Vote</u></b>	<b><u>YES</u></b>	<b><u>NO</u></b>
Reynolds Scott Childress, Ward 3, Chairman		
Don Tallerman, Ward 5		
Anthony Davis, Ward 6		
Steven Schabot, Ward 8		
Michele Hirsch, Ward 9		



<b>Parks &amp; Recreation 2021 Year End</b>		
<b>Account #</b>	<b>Amount</b>	<b>Description</b>
7020.5117	\$2,608.30	Rec Admin Vacation Payback
7020.5826	\$0.76	Rec Admin Optical Insurance
7620.5422	\$66.29	Adult Recreation Electricity
7143.5423	\$1,038.57	EHC Natural Gas
7142.5421	\$28.33	MNC Telephone
7141.5422	\$836.76	RNC Electricity
7141.5423	\$936.80	RNC Natural Gas
7210.5422	\$2,120.37	Dietz Electricity
7210.5443	\$25.62	Dietz Building Maintenance
7210.5472	\$452.46	Dietz Contracted Services
<b>Total:</b>	\$8,114.26	
<b>Take from:</b>		
1625.5111	\$8,114.26	Seasonal Employees





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CITY OF KINGSTON  
Office of the City Engineer  
jschultheis@kingston-ny.gov

John Schultheis, P.E., City Engineer



Steven T. Noble, Mayor

December 29, 2021

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

RE: Henry Street Safe Routes to School - Construction Authorization and Funding

President Shaut,

The Engineering Department requests placement on the agenda of the Finance & Audit Committee to for authorization of construction/construction inspection and additional bonding for the Henry Street Safe Routes to School project.

As you may recall, the City of Kingston was awarded \$1,348,524.00 in grant funding for the design and construction of the Henry Streets Safe Routes to School project through the NYS DOT Transportation Alternatives Program. On September 7<sup>th</sup>, 2017, the Common Council passed Resolution 176 of 2017 to fund preliminary engineering and right-of-way incidentals.

In order to proceed to construction, the Common Council must pass a similar resolution authorizing additional preliminary engineering, construction and construction inspection. Please see the attached draft resolution using standard NYS DOT language.

The original bond ordinance for this project, Resolution 175 of 2017 dated September 6<sup>th</sup>, 2017, was for \$337,132, which funded the 20% local match requirement to DOT's \$1,348,524.00 grant. This constituted a total project cost of \$1,685,656.00.

The bond ordinance was then amended on July 13<sup>th</sup>, 2021 to increase it by \$115,000 in order to fund the reuse of historic bluestone for the sidewalks between Wall Street and Pine Street. This increased the bond ordinance to \$452,132.00 and the total project cost to \$1,800,656.00

Based on the most current construction estimates, the total project cost will be \$2,686,806.00. Therefore, we are requesting an amendment to increase the bond ordinance by **\$886,150.00** from its current value of \$452,132.00 to \$1,338,282.00. Please see the attached draft resolution.

Please forward this communication to the next regularly scheduled Finance & Audit Committee for further discussion.

**CITY OF KINGSTON**  
**Office of the City Engineer**  
jschultheis@kingston-ny.gov

John Schultheis, P.E., City Engineer



Steven T. Noble, Mayor

Sincerely,

John Schultheis  
City Engineer

cc: Steven T. Noble, Mayor  
John Tuey, Comptroller

RESOLUTION \_\_\_ of 2022

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK, AUTHORIZING AN AMENDMENT TO INCREASE THE BOND ORDINANCE FOR THE HENRY STREET SAFE ROUTES TO SCHOOL PROJECT BY THE SUM OF \$886,151.00 FOR CONSTRUCTION AND CONSTRUCTION INSPECTION COSTS

Sponsored by: Finance and Audit Committee Aldermen: Scott-Childress, Tallerman, Davis, Hirsch, Schabot

**WHEREAS**, the Engineering Department has requested an amendment to increase the bond originally dated September 6<sup>th</sup>, 2017 for \$337,132.00, and later increased on July 13<sup>th</sup>, 2021 by \$115,000.00, by the sum of \$886,151.00 to fund construction and construction inspection costs for the Henry Street Safe Routes to School Project.

**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 Common Council of the City of Kingston authorizes an amendment to increase the bond originally dated September 6<sup>th</sup>, 2017 for \$337,132.00, and later increased on July 13<sup>th</sup>, 2021 by \$115,000.00, by the sum of \$886,151.00 to fund construction and construction inspection costs for the Henry Street Safe Routes to School Project.

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

Submitted to the Mayor this \_\_\_\_\_ day  
of \_\_\_\_\_ 2022

Approved by the Mayor this \_\_\_\_\_ day  
of \_\_\_\_\_ 2022

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

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

Adopted by Council on \_\_\_\_\_, 2022



**THE CITY OF KINGSTON COMMON COUNCIL**

**FINANCE AND AUDIT  
COMMITTEE REPORT**

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

DEPARTMENT: Engineering                      DATE: \_\_\_\_\_

Description:

Request authorizing an amendment to increase the bond ordinance for the Henry Street Safe Routes to School project in the amount of **\$886,150.00**. The original ordinance dated September 6<sup>th</sup>, 2017 was made for \$337,132, which was 20% Local Match to NYSDOT's \$1,348,542.00 grant. This ordinance was previously increased by \$115,000 on July 13<sup>th</sup>, 2021 to fund historic bluestone. This amendment would increase the bond from its current value of \$452,132.00 to **\$1,338,282.00** (local match + bluestone + current amendment)

The total project cost has therefore increased from \$1,685,656.00 to **\$2,686,806.00** (original + bluestone + current amendment)

Estimated Financial Impact: **\$886,150.00** (current)                      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>
<b>Reynolds Scott-Childress, Chairman</b>		
<b>Donald Tallerman, Ward 5</b>		
<b>Anthony Davis, Ward 6</b>		
<b>Michele Hirsch, Ward 9</b>		
<b>Steven Schabot, Ward 8</b>		



**THE CITY OF KINGSTON COMMON COUNCIL**

**FINANCE AND AUDIT  
COMMITTEE REPORT**

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

DEPARTMENT: Engineering                      DATE: \_\_\_\_\_

Description:

A resolution to authorize implementation and funding in the first instance 100% of the federal-aid and state "Marchiselli" program-aid eligible costs of a transportation federal-aid project for additional preliminary engineering, construction, and construction inspection work for the Henry Street Safe Routes to School Project.

Estimated Financial Impact: **\$0.00**                      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>
<b>Reynolds Scott-Childress, Chairman</b>		
<b>Donald Tallerman, Ward 5</b>		
<b>Anthony Davis, Ward 6</b>		
<b>Michele Hirsch, Ward 9</b>		
<b>Steven Schabot, Ward 8</b>		





RESOLUTION \_\_\_ of 2022

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK, AUTHORIZING THE IMPLEMENTATION, AND FUNDING IN THE FIRST INSTANCE 100% OF THE FEDERAL-AID AND STATE "MARCHISELLI" PROGRAM-AID ELIGIBLE COSTS, OF A TRANSPORTATION FEDERAL-AID PROJECT, AND APPROPRIATING FUNDS THEREFORE.

Sponsored by: Finance and Audit Committee Aldermen: Scott-Childress, Tallerman, Davis, Hirsch, Schabot

**WHEREAS**, a Project for the Henry Street Pedestrian Improvements: Broadway to Wall Street, City of Kingston, Ulster County, identified as PIN 8761.84 (the "Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of 80% Federal funds and 20% non-federal funds; and

**WHEREAS**, Resolution No. 176 of 2017 adopted by the Kingston City Council on September 7, 2017 approved and agreed to advance the Project by making a commitment of 100% of the non-federal share of the costs of preliminary engineering and right-of-way incidental work.

**WHEREAS**, it was subsequently found necessary to undertake additional preliminary engineering work not contemplated in the original agreement authorized by the previous Resolution; and

**WHEREAS**, it has been found necessary to increase the federal and non-federal share of costs for the additional preliminary engineering work for the project; and

**WHEREAS**, the City of Kingston desires to advance the Project by making a commitment of 100% of the non-federal share of the costs of preliminary engineering and right-of-way incidentals.

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

**SECTION 1.** That the Kingston City Council hereby approves the above-subject project.

**SECTION 2.** That the Kingston City Council hereby authorizes the City of Kingston to pay in the first instance 100% of the federal and non-federal share of the cost of the additional preliminary engineering work and the construction and construction inspection work for the Project or portions thereof.

**SECTION 3.** That the sum of **\$1,555,655 (\$1,685,655 minus previous \$130,000)** is hereby appropriated from a General Municipal Bond and made available to cover the cost of participation in the above phase of the Project.

**SECTION 4.** That in the event the full federal and non-federal share costs of the project exceeds the amount appropriated above, the Kingston City Council shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the Mayor thereof.

**SECTION 5.** That the Mayor of the City of Kingston be and is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests for Federal Aid and/or applicable Marchiselli Aid on behalf of the City of Kingston with the New York State Department of Transportation in connection with the advancement or approval of the Project and

providing for the administration of the Project and the municipality's first instance funding of project costs and permanent funding of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible.

**SECTION 6.** That in addition to the Mayor, the following municipal titles: Superintendent of Public Works, City Engineer, and City Comptroller are also hereby authorized to execute any necessary Agreements or certifications on behalf of the Municipality/Sponsor, with NYSDOT in connection with the advancement or approval of the project identified in the State/Local Agreement.

**SECTION 7.** That a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project.

**SECTION 8.** This Resolution shall take effect immediately.

Submitted to the Mayor this \_\_\_\_\_ day  
of \_\_\_\_\_ 2022

Approved by the Mayor this \_\_\_\_\_ day  
of \_\_\_\_\_ 2022

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

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

Adopted by Council on \_\_\_\_\_, 2022

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CITY OF KINGSTON  
Department of Public Works  
publicworks@kingston-ny.gov

Edward Norman, Superintendent  
Ryan M. Coon, Deputy Superintendent



Steven T. Noble, Mayor

December 30, 2021

Hon. Andrea Shaut, President  
Common Council  
420 Broadway  
Kingston, NY 12401

**RE: *Agenda Item – January Finance Meeting***

Dear President Shaut,

I respectfully request this communication be added to the agenda for January's Finance Meeting; I would like to discuss a possible amendment to the Capital Plan or an internal budget transfer to cover the price increases for the Department of Public Works' 2022 Capital Plan.

Your assistance in this matter is greatly appreciated.

Sincerely,

Edward Norman  
Superintendent Public Works

EN/mkt

Cc: Comptroller John Tuey  
City Clerk Elisa Tinti



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**Stuyvesant Apartment Owners LLC  
700 White Plains Road, Suite 363  
Scarsdale, New York 10583**

December 17, 2021  
Via Email

Mr. Daniel Baker  
Assessor's Office  
420 Broadway  
Kingston, New York 12401

Re: Stuyvesant Apartments: Request for PILOT Agreement

Dear Mr. Baker:

Please accept this letter as a formal request to remove the referenced property from the City's 2022 Tax Rolls and enter into a Payment in Lieu of Taxes (PILOT) Agreement and PILOT Mortgage for the property.

In support of this request, I have attached the following:

1. Site Location Map
2. Exterior Photographs of Stuyvesant Complex
3. Project Narrative – Concept Paper
4. Draft Resolution Authorizing PILOT Agreement
5. Draft PILOT Agreement
6. Draft PILOT Mortgage

**Background**

Stuyvesant Apartments is a 120-unit (40 1BR/80 2BR) Development. The apartments are dispersed in seven two story buildings located on Sheehan Court in the vicinity of St. Mary's cemetery on Flatbush Avenue.

The property is currently owned by Stuyvesant Charter Inc. (Stuyvesant Charter), a local not for profit corporation which is affiliated with the Kingston Housing Authority (KHA). After a request for qualifications (RFQ) process, the KHA and Stuyvesant Charter selected Mountco Construction and Development Corp. to be their partner in the redevelopment of the Stuyvesant Apartments complex.

As set forth in more detail in the Project Narrative-Concept Paper, the KHA/Stuyvesant Charter/Mountco team expect to obtain 4% Tax Credits from the New York State Housing Finance Agency, which is also expected to issue Tax-Exempt Bonds and a Low Interest Subordinate Loan for the project. The goal is to completely renovate Stuyvesant Apartments so that the development can be maintained as Affordable Housing for a new 30 year life-cycle. Stuyvesant Charter has entered into a Purchase and Sale contract with Stuyvesant Apartments Owners LLC, an entity that essentially is a Joint Venture between Stuyvesant Charter and Mountco.

**Key Elements of Development Plan**

- Stuyvesant Apartments will be completely renovated



- There will be no displacement/relocation of households (tenant-in-place rehab)
- No household will pay more than 30% of its income for rent
- There will be no change to number/bedroom distribution of units
- There is a possibility that in the future 20-40 additional affordable housing units could be added at the site

#### **PILOT/Municipal Impact Fee Proposal**

We believe the property is currently paying approximately \$129,000 in property taxes. Our PILOT proposal is as follows:

1. \$1,200 per unit, for an annual PILOT payment of \$144,00.00: this is an increase of 11.1% over current payments
2. Annual increase of 2.5% per year
3. 32 Year Term
4. One-time Municipal Impact Fee payment of \$120,000 (\$1,000 per Unit)

#### **Benefits to City**

We believe that the Stuyvesant Apartments Redevelopment project will provide a number of significant financial and other benefits for the City that should be considered when evaluating this PILOT request. They include:

1. Preservation of Stuyvesant Apartments, a vital affordable housing resource
2. Generation of almost \$150,000 in fees to City (MIF and Building Permit)
3. Creation of construction employment opportunities for KHA residents
4. Creation of Sub-Contracting construction work opportunities for local construction firms
5. Potential for additional affordable housing on site which will generate additional property tax revenues
6. The KHA gets to share several million dollars of Developers Fees which can be used to improve its other projects

Please note that the draft Resolution authorizing the PILOT Agreement, the draft PILOT Agreement, and the draft PILOT Mortgage have not yet been fully reviewed by the Counsel to the KHA or Stuyvesant Apartment Owners LLC, and are submitted subject to that review. We can provide redlined/bluelined versions from the models which you sent me, and blacklined versions as well. Once we get further into our discussion we can provide these documents in word form for your convenience.

We are working with the New York State Housing Finance Agency to close on the financing of this project within the next several months. We would ask your assistance in evaluating and considering this request as soon as possible.

Thank you for your anticipated cooperation and assistance in this matter.

Very truly yours,



John Madeo

cc: Mayor Steven Noble

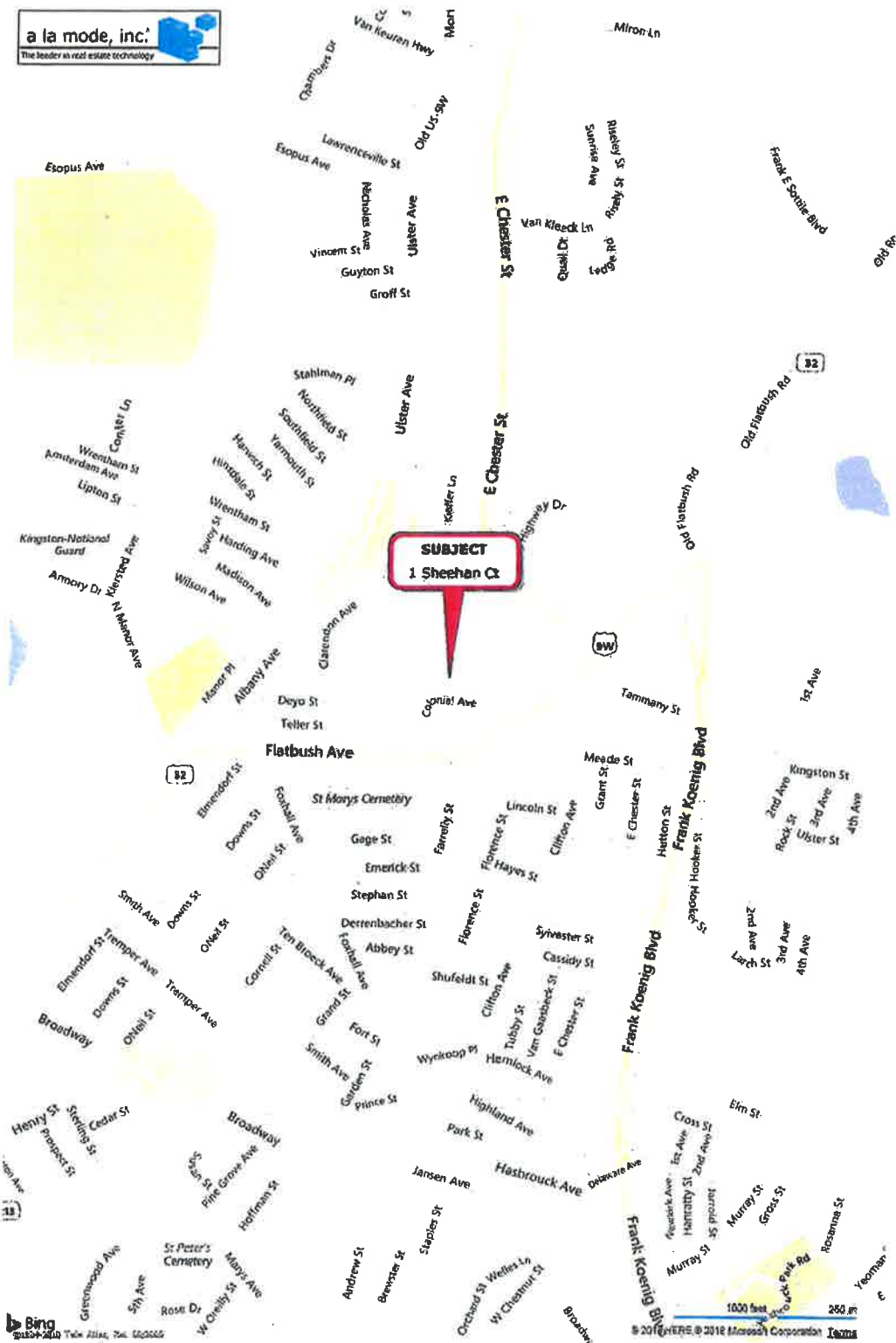
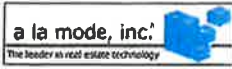




Marge Knox, Chairperson, KHA  
Benjamin O'Shea, Executive Director, KHA  
Brian Lawlor, Counsel, KHA  
John Furst, Counsel, KHA

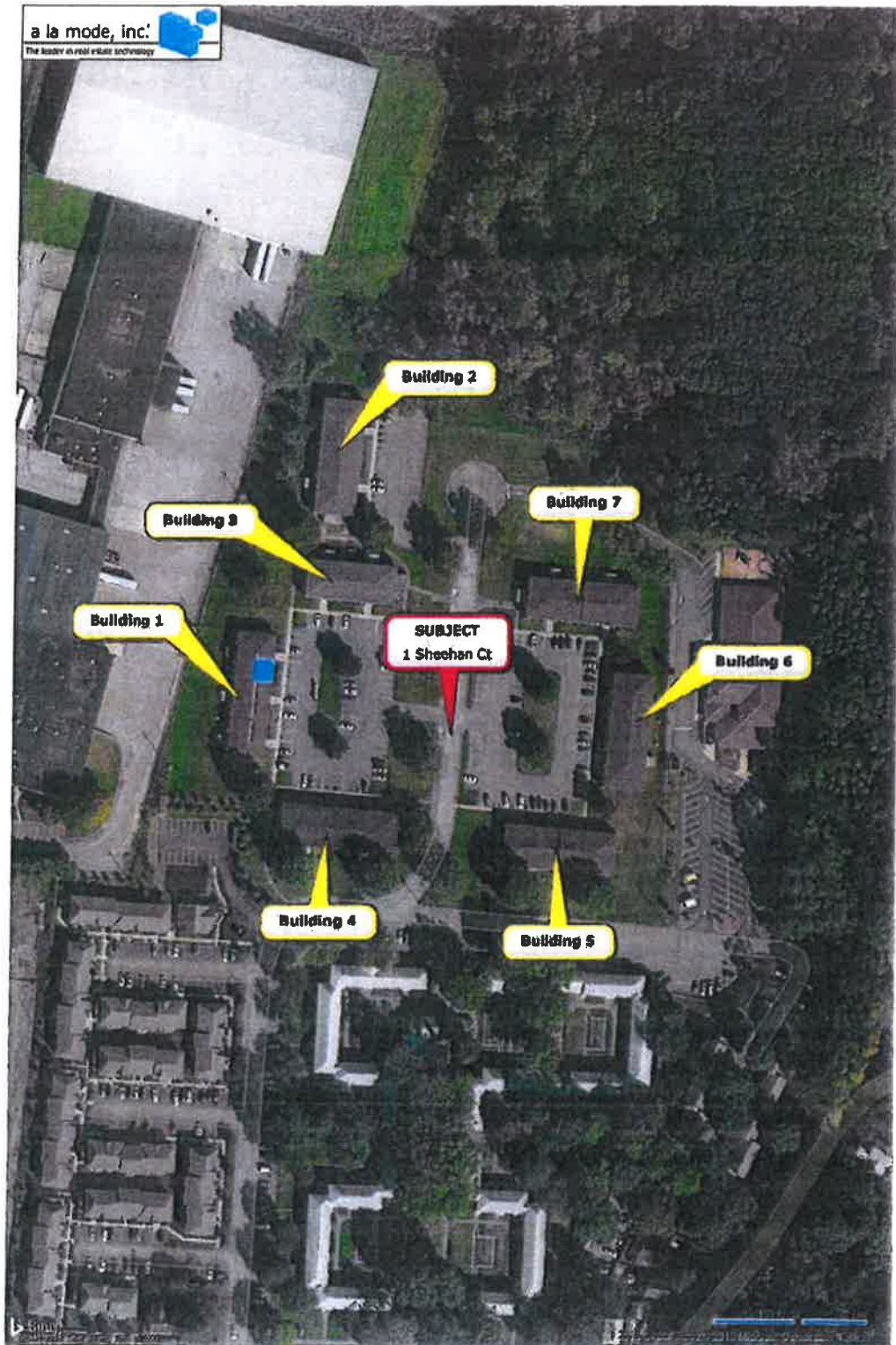


# NEIGHBORHOOD MAP





# AERIAL MAP





**PHOTOGRAPH PAGES**



**Typical exterior views of the subject complex**





## Stuyvesant Apartments-Project Narrative-

- I. **Overview-** The Applicant is proposing the acquisition and rehabilitation of Stuyvesant Apartments (Stuyvesant), a 120 unit affordable housing development for families. This project is the cornerstone of a redevelopment effort on the part of the Kingston Housing Authority (KHA), working in conjunction with the U.S. Department of Housing and Urban Development (HUD) and the NYS Division of Homes and Community Renewal (HCR) to restructure its entire housing portfolio.  
  
The project will be undertaken as a tenant-in-place rehab. It will create long-term financial stability for the development. No residents will be required to pay more than 30% of their income for rent.
- II. **Site Location/Status-** Stuyvesant Apartments (Stuyvesant) is located at 1-144 Sheehan Court, Kingston, NY (Section 48.74, Block 3, Lot 8). The site is located just north of Flatbush Avenue (NYS RT 32) on Colonial Drive. The property is located in a R-6 Multiple Resident District zone, which permits the existence of multi-family dwellings.  
  
Police, Fire and medical facilities are within approximately 1-1.5 miles. Public transportation and many neighborhood conveniences are within walking distance.
- III. **Physical Layout-** The project is comprised of seven buildings located on a parcel of approximately 9.1 acres. Each building is a two story walk-up, built on-grade, and is of masonry/wood-frame construction, with a brick and shingle exterior. There is a playground, recreational areas, and ample (171 spaces) parking for residents and visitors. There are a total of 40 one-bedroom apartments and 80 two-bedroom apartments. The project has a total of 112,500 sq. ft. of residential space. site is fully serviced by all utilities. Each of the residential buildings has laundry facilities for the residents. The utilities are paid for by the owner. There is no gas supply on site.
- IV. **Organizational Structure-** Stuyvesant is owned by Stuyvesant Charter, Inc. (SCI), a locally-based not-for-profit housing corporation which is affiliated with the KHA. The property will be developed and owned by Stuyvesant Apartment Owner's LLC ("the Applicant"), a single purpose entity that will be controlled by affiliates of the KHA and Mountco Construction and Development Corp. (Mountco).
- V. **Need-** It should be noted that the project is overwhelmingly occupied by households in the very-low (<30%) and low-<50%) income categories. In fact, almost 90% of the households have incomes at or below 50% of the median area income. The development is over 40 years old, and are in need of major renovation to provide decent, safe, and sanitary conditions for a new 30 year life-cycle. Without the planned rehabilitation work this affordable housing stock is likely to continue the downward spiral in its physical condition, and eventually it could be lost to the community thereby exacerbating the local affordable housing crisis.
- VI. **Financing Narrative-** The proposed financing for the project is typical of the financing pursued throughout the country to renovate older affordable housing developments like Stuyvesant Apartments. The Applicant is requesting that NYSHCR issue a 4% tax credit allocation, and subsidy financing, and that the NYSHFA issue tax-exempt bonds for the project..



**Resolution \_\_\_\_ of 2021**

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK, AUTHORIZING THE EXECUTION OF A PAYMENT IN LIEU OF TAX (PILOT) AGREEMENT BY AND AMONG THE CITY OF KINGSTON, STUYVESANT APARTMENTS OWNERS LLC AND STUYVESANT APARTMENTS HOUSING DEVELOPMENT FUND COMPANY, INC.

Sponsored By: Finance and Audit Committee: Aldermen:

**WHEREAS**, the City of Kingston (the "City") desires to encourage a sufficient supply of adequate, safe and sanitary dwelling accommodations properly planned for individuals and families with low incomes; and

**WHEREAS**, Stuyvesant Apartments Housing Development Fund Company, Inc., a [to-be-formed] a New York not-for-profit corporation organized under Article XI of the New York Private Housing Finance Law (the "HDFC") and Stuyvesant Apartments Owners LLC, a New York limited liability company (the "Company"), have identified a certain improved parcel of real property located at 1-143 Sheehan Court, City of Kingston, County of Ulster, State of New York, (the "Property"), for the purpose of redeveloping on the Property a housing project for individuals and families of low income to be commonly known as Stuyvesant Apartments, said project to consist of: (i) the acquisition of a leasehold interest in the Property; (ii) the renovation of existing buildings on the Property and rehabilitation of the improvements thereon to provide for approximately one hundred twenty (120) units of housing for individuals and families of low income and commercial and civic space (the "Improvements"); and (iii) the acquisition and installation therein and thereon of certain machinery, equipment, furniture, fixtures and other tangible personal property (the "Equipment", and collectively with the Property and the Improvements, the "Project"); and

**WHEREAS**, the HDFC has been formed for the purpose of providing residential rental accommodations for individuals and families of low income; and

**WHEREAS**, the HDFC has, or will, acquire leasehold title to the Property, as nominee for the Company, and has, or will, convey its equitable and beneficial leasehold interests in the Property to the Company in furtherance of the redevelopment of the Project; and

**WHEREAS**, the HDFC's and the Company's plan for the use of the Property constitutes a "housing project" as that term is defined in the Private Housing Finance Law of the State of New York ("PHFL"); and

**WHEREAS**, THE HDFC is a "housing development fund company" as the term is defined in Section 572 of the PHFL and Section 577 of the PHFL authorizes the Members of the City of Kingston Common Council to exempt the Project from real property taxes; and

**WHEREAS**, the HDFC is, or will be, a member of the managing member of the Company; and

**WHEREAS**, the Company and the HDFC are willing to enter into a PILOT Agreement whereby they will make annual payments in lieu of taxes to the City as set forth in the PILOT Agreement presented to this Common Council for approval, a copy of which is attached hereto as Exhibit A.



**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 exempts the Project from real property taxes to the extent authorized by Section 577 of the PHFL and approve the proposed PILOT Agreement among the City, the Company and the HDFC, in substantially the form presented at this meeting, providing for annual payments as set forth in such agreement.

**SECTION-2.** That upon formation of the HDFC, the Mayor of the City of Kingston is hereby authorized to execute and deliver the foregoing PILOT Agreement on behalf of the City.

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

Submitted to the Mayor this \_\_\_\_\_ day of  
December \_\_\_\_\_, 2021

Approved by the Mayor this \_\_\_\_\_ day of  
December \_\_\_\_\_, 2021

\_\_\_\_\_, City Clerk

\_\_\_\_\_, Mayor

Adopted by Council on December \_\_\_\_\_, 2021



**AGREEMENT FOR PAYMENT IN LIEU OF TAXES (PILOT)  
BY AND AMONG THE CITY OF KINGSTON, STUYVESTANT APARTMENTS  
OWNERS LLC  
AND STUYVESANT APARTMENTS HOUSING DEVELOPMENT FUND COMPANY,  
INC.**

**THIS AGREEMENT FOR PAYMENT IN LIEU OF TAXES** (the “Agreement”), dated November, 2021, by and among the **CITY OF KINGSTON, NEW YORK**, a New York incorporated municipality, having its principal office located at City Hall, 420 Broadway, Kingston, New York 12401 (the “City”), and **STUYVESANT APARTMENTS HOUSING DEVELOPMENT FUND COMPANY, INC.**, a New York not-for-profit corporation organized under Article XI of the New York Private Housing Finance Law, having its principal office located c/o 132 Rondout Drive, Kingston, New York 12401 (the “HDFC”), and Stuyvesant Apartments Owners LLC, a New York limited liability company having its principal office located at 700 White Plains Road, Suite 363, Scarsdale, New York 10583(the “Company”)

**WHEREAS**, the HDFC is, or will become, the bare legal or record leasehold owner, and the Company is, or will become, the beneficial and equitable leasehold owner, of certain real property and improvements located at 1-143 Sheehan Court, City of Kingston, County of Ulster, State of New York, having tax map number Section 48.74, Block 3, Lot 8, as more particularly described in Exhibit A attached hereto (the “Property”); and

**WHEREAS**, the HDFC is a corporation established pursuant to Section 402 of the Not-For-Profit Corporation Law and Article XI of the Private Housing Finance Law (“PHFL”); and

**WHEREAS**, the HDFC is a member of the managing member of the Company; and

**WHEREAS**, the HDFC and the Company have been formed for the purpose of providing residential rental accommodations for persons of low-income; and

**WHEREAS**, the Company will , redevelop, own, maintain and operate a housing project for persons of low income at the Property, anticipated to consist of approximately one-hundred twenty (120) residential rental units for families, to be commonly known as Stuyvesant Apartments (the “Project”); and

**WHEREAS**, the HDFC has or will acquire leasehold title to the Property, as nominee for the Company, and has or will convey its equitable and beneficial leasehold interests in the Property to the Company in furtherance of the redevelopment of the Project; and

**WHEREAS**, the HDFC’s and the LLC’s plan for the use of the Property constitutes a “housing project” as that term is defined in the PHFL; and

**WHEREAS**, the HDFC is “housing development fund company” as the term is defined in Section 572 of the PHFL; and

**WHEREAS**, pursuant to Section 577 of the PHFL, the local legislative body of a municipality may exempt the real property of a housing project of a housing development fund company from local and municipal taxes, including school taxes, other than assessments for local





improvements, to the extent of all or a part or the value of the property included in the completed project; and

**WHEREAS**, the Council Members of the City of Kingston, New York, by resolution adopted December, 2021, approved and authorized the Mayor's execution of this Agreement:

**NOW, THEREFORE**, it is agreed as follows:

1. Pursuant to Section 577 of the PHFL, the City hereby exempts from local and municipal taxes, other than assessments for local improvements, one hundred percent (100%) of the value of the Property, including both the land and the improvements included in the Project. "Local and Municipal Taxes" shall mean any and all real estate taxes levied by any affected Taxing Jurisdiction (as defined in Subdivision I (b) of Section 577 of the PHFL), which has jurisdiction over the Property, including City, Ulster County and Kingston City School District taxes, and intending to bind the applicable Taxing Jurisdictions to the fullest extent provided under Section 577 of the PHFL (collectively, the "Taxing Jurisdictions").

2. This tax exemption will take effect on the first tax status date for the Taxing Jurisdictions following the date of the HDFC's acquisition of the leasehold interest in the Property and shall continue for a period of thirty-two (32) years, unless terminated earlier as a result of an Event of Default as provided in Section 6 in this Agreement. This Agreement shall not limit or restrict the HDFC's or the Company's right to apply for or obtain any other tax exemption to which the Property might be entitled upon the expiration of this Agreement.

3. For so long as the exemption hereunder continues, the Company shall make annual payments in lieu of taxes in the amount of One-Hundred Forty-Four Thousand and 00/100 Dollars (\$144,000.00) per year for the first two years (pro-rated for the year in which the HDFC acquires leasehold title to the Property, increasing two and one-half percent (2.5%) annually thereafter, on or before January 31st, which PILOT payments shall cover all Local and Municipal Taxes, other than assessments for local improvements, owed in connection with the Property and the Project, and which payments shall be shared by the Taxing Jurisdictions on the same basis as property taxes would be shared if the Property and the Project were fully taxed. If additional units in excess of the aforementioned one-hundred twenty (120) residential units are developed on the Property, the additional units will pay full property taxes or a separate PILOT Agreement will need to be negotiated with the City.

4. The tax exemption provided by this Agreement will continue for the term described above provided that the Property and the Project continue to be used as housing facilities for persons of low income and any of the following occur (i) the HDFC and/or the Company own and operate the Property and the Project in conformance with Article XI of the PHFL; or (ii) in the event an action is brought to foreclose a mortgage upon the Property and the legal and beneficial interest in the Property and the Project shall be acquired at the foreclosure sale, or from the mortgagee or by a conveyance in lieu of such sale, by a housing development fund corporation organized pursuant to



Article XI of the PHFL and such successor in interest operates the Project in conformance with Article XI of the PHFL.

5. The failure to make the required payment will be treated as failure to make payment of taxes and will be governed by the same provisions of law as apply to the failure to make payment of taxes, including but not limited to enforcement and collection of taxes to the extent permitted by law.

6. All notices and other communications hereunder shall be in writing and shall be sufficiently given when delivered to the applicable address stated above (or such other address as the party to whom notice is given shall have specified to the party giving notice) by registered or certified mail, return receipt requested or by such other means as shall provide the sender with documentary evidence of such delivery.

7. This Agreement shall inure to the benefit of and shall be binding upon the City, the HDFC and the Company and their respective successors and assigns, including the successors in interest of the HDFC and the Company. There shall be no assignment of this Agreement by the HDFC or the Company except with prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed.

8. If any provision of this Agreement or its application is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision to other persons or circumstances shall be enforced to the greatest extent permitted by law.

9. No waiver or modification of this Agreement or any covenant, condition or limitation therein shall be valid unless in writing and duly executed by the individual party to be charged therewith; and no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties hereto arising out of or affecting this Agreement, or the rights or obligations of any party hereunder, unless such waiver or modification is in writing, duly executed as aforesaid. The provisions of this Section may be waived as herein set forth.

10. This Agreement and the performance hereunder, and all actions and special proceedings relating thereto shall be construed in accordance with, under, and pursuant to the laws of the State of New York.

11. This Agreement may be executed in any number of counterparts with the same effect as if all the signing parties had signed the same document. All counterparts shall be construed together and shall constitute the same instrument.

12. This Agreement constitutes the entire agreement of the parties relating to payments in lieu of taxes with respect to the Property and supersedes all prior contracts, or agreements, whether oral or written, with respect thereto.



13. Each of the parties individually represents and warrants that the execution, delivery and performance of this Agreement, (i) has been duly authorized and does not require any other consent or approval, (ii) does not violate any article, by-law or organizational document or any law, rule, regulation, order, writ, judgment or decree by which it is bound, and (iii), will not result in or constitute a default under any indenture, credit agreement, or any other agreement or instrument to which any of them is a party. Each party represents that this Agreement shall constitute the legal, valid and binding agreement of the parties enforceable in accordance with its terms.

*Remainder of page intentionally left blank.*



**IN WITNESS WHEREOF**, the City, the HDFC and the Company have caused this Agreement to be executed in their respective names by their duly authorized representatives and their respective seals to be hereunder affixed, all as of the date above-written.

**CITY OF KINGSTON, NEW YORK**

DATED: December , 2021

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

Name:

Title:

**STUYVESANT APARTMENTS  
HOUSING DEVELOPMENT FUND  
COMPANY, INC.**

DATED: December , 2021

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

Name: Benjamin O'Shea

Title: President

**STUYVESTANT APARTMENTS  
OWNERS LLC**

DATED: December , 2021

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

Name: John Madeo

Title: Authorized Representative





STATE OF ( \_\_\_\_\_ )  
 )        SS.:  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_\_ day of December in the year 2021, before me personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF \_\_\_\_\_ )  
 )        SS.:  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_\_ day of December in the year 2021, before me personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
NOTARY PUBLIC



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F1A

**Tinti, Elisa**

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**From:** Tallerman, Donald  
**Sent:** Monday, December 20, 2021 10:20 AM  
**To:** Shaut, Andrea  
**Cc:** Noble, Steve; Tinti, Elisa; Tuey, John  
**Subject:** Communication regarding City Hall Interior Upgrades

Dear President Shaut –

As you know, the interior of City Hall has many rooms that need to be upgraded. I request the sum of \$80,000 to pay for upgrades in 5 rooms, detailed below.

Rooms with acute needs are:

Conference Room 1

Furniture and carpet are old raged and mismatched. Also the walls need to be painted.

Conference Room 2

Ceiling needs repair due to water leak.

Furniture and carpet are old raged and mismatched. Also the walls need to be painted.

Upstairs Bathroom

Leak in the ceiling from last year created damage in the ceiling that needs to be repaired.

Mayor’s Conference Room

Furniture and carpet are old raged and mismatched. Also the walls need to be painted.

Mayor’s office

Some chairs are frayed and need to be either reupholstered or replaced. New carpet and paint would be beneficial.

As you know, City Hall will have it’s 150 year centennial in 2022. Events will be scheduled to honor this anniversary. The interior of the building is also important to freshen, especially those rooms where the public, commissions and committees and VIPs come to visit.

Thank you

Donald Tallerman  
917-318-7420

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



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F7A

**Mesches, Sue**

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**From:** Tinti, Elisa  
**Sent:** Thursday, December 30, 2021 11:51 AM  
**To:** Mesches, Sue  
**Subject:** Fwd: Pike Plan Communication

Sent from my iPhone

Begin forwarded message:

**From:** "Tallerman, Donald" <[dtallerman@kingston-ny.gov](mailto:dtallerman@kingston-ny.gov)>  
**Date:** December 20, 2021 at 12:07:19 PM EST  
**To:** "Shaut, Andrea" <[ashaut@kingston-ny.gov](mailto:ashaut@kingston-ny.gov)>  
**Cc:** Carl Frankel <[carlfrankel@gmail.com](mailto:carlfrankel@gmail.com)>, "Schultheis, John" <[jschultheis@kingston-ny.gov](mailto:jschultheis@kingston-ny.gov)>, "Norman, Edward" <[enorman@kingston-ny.gov](mailto:enorman@kingston-ny.gov)>, "Tinti, Elisa" <[emtinti@kingston-ny.gov](mailto:emtinti@kingston-ny.gov)>, "Noble, Steve" <[SNoble@kingston-ny.gov](mailto:SNoble@kingston-ny.gov)>, "Smith, Summer" <[ssmith@kingston-ny.gov](mailto:ssmith@kingston-ny.gov)>  
**Subject: Pike Plan Communication**

Dear President Shaut –

This provides a communication regarding the Pike Plan. As you know, there has been a longstanding conversation to either to 1) invest in it, making necessary repairs and making it shine OR 2) demolish it. Either way is an expensive proposition, each with its merits and disadvantages.

Several years ago, a quick online survey was done to ask the public and business/building owners (those who have retail space under the canopy) their opinion on the Pike Plan. Unfortunately, this survey 1) had a very small response rate and 2) neglected to ask voters that if they wanted to keep the structure, would they also agree to increased taxes to pay for proper maintenance.

I propose that the City undertake a comprehensive survey, to all of our citizens, to properly gauge their opinion on the Pike Plan and whether they would agree to pay for proper maintenance. I suggest that building owners/store owners also be asked their opinion in a parallel but separate survey, where the City explains what the City would be willing to do in either scenario.

I request a sum of \$8,000 to conduct these surveys.

Carl Frankel, incoming Alderman for Ward 2, has agreed to continue the work on this proposal into 2022.

Thank you very much,

Don

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Don Tallerman  
Alderman - Ward 5  
917-318-7420