

L+R

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

Kristen E. Wilson, Director



Steven T. Noble, Mayor

February 26, 2021

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

Re: Intermunicipal Agreement for Bike Shelter at the George Washington Elementary School

Dear President Shaut,

The Office of Grants Management requests placement on the agenda of the appropriate committee to discuss an Intermunicipal Agreement for the placement of a covered bicycle shelter at the George Washington Elementary School as part of the Henry Street Safe Routes to School Project.

The agreement is included with this communication. The bike shelter will be similar to this one shown below.



Sincerely,

A handwritten signature in cursive script that reads "Kristen E. Wilson".

Kristen Wilson

INTERMUNICIPAL AGREEMENT

THIS AGREEMENT is made and entered into as of the 7th day of April, 2021, between the CITY OF KINGSTON, a municipal corporation, with offices located at 420 Broadway, Kingston, New York 12401 (hereinafter "City") and the **KINGSTON CITY SCHOOL DISTRICT**, a school district of the State of New York, with offices located at 21 Wynkoop Place, Kingston, New York 12401 (hereinafter "School District").

WITNESSETH:

WHEREAS, the School District owns and maintains the George Washington Elementary School property, its school buildings and facilities, located at 67 Wall Street, Kingston, New York (hereinafter "School"); and

WHEREAS, the City is desirous of utilizing the School Facilities at George Washington Elementary School for the construction and placement of a permanent bicycle shelter for use by students and employees of the School, as well as by City residents when the School is not being used for school purposes or school-sponsored activities, upon the terms and conditions contained herein; and

WHEREAS, Article 5-G, Section 119-o of the General Municipal Law specifically authorizes municipal corporations to enter into intermunicipal cooperative agreements for the performance between themselves or one for the other of their respective functions, power and duties;

NOW, THEREFORE, in consideration of the promises and mutual covenants and agreements contained herein, the parties agree as follows:

1. The School District shall permit the City to construct a permanent bicycle shelter on School property at a location to be determined by the School District but subject to approval by the City. The City shall be solely responsible to purchase and install the bicycle shelter at the designated location at the School. The City shall provide the School District with information and specifications regarding the proposed bicycle shelter, for review and approval by the School District's architect/engineer.

2. The City shall require in any contract with a contractor hired by the City to install the bicycle shelter that the contractor agrees to indemnify and defend the School District, its officers, employees, agents and volunteers, against it and save it, its officers, employees, agents and volunteers, harmless from and against any and all claims, actions, losses, damages, liabilities, judgments, and expenses (including, but not limited to, reasonable attorneys' fees) which are in any way related to the work undertaken by the contractor at the School, and to maintain liability insurance backing up its indemnity set forth above reasonably acceptable to the City, naming the City and School District as additional insureds and shall provide a copy of the certificate of insurance to the prior to commencement of any work at the School. Such

certificate of insurance shall evidence that the insurance is in effect and cannot be cancelled on less than thirty (30) days' notice to the City.

3. The bicycle shelter may not be removed from the School unless approved by the City and the School District, unless the presence of the bicycle shelter is determined to be a health or safety hazard by the School District and its architects/engineers, in which case the School District can have the bicycle shelter removed upon at least five (5) business days' notice to the City.

4. The School District may not restrict the usage of the bicycle shelter by any certain group of persons. However, it is anticipated the bikes attached to the shelter for over 30 consecutive days without movement may be removed by the City and be considered abandoned property by the City.

4. Neither party may transfer ownership of the bicycle shelter without the prior written approval of the other party.

5. The City shall be responsible for maintenance and repair of the bicycle shelter pursuant to this Agreement. Unless there is an emergency necessitating an immediate repair, the City will provide at least three (3) business days' written notice to the School District prior to performing work on the bicycle shelter.

6. The School District and the City shall each procure and maintain at their own cost and expense, during the term of this Agreement, comprehensive general liability insurance to the effect that both parties are insured against any liability from the use of the bicycle shelter at the School. In addition, the City shall name the School District as an additional insured on its liability insurance policy and the School District shall name the City as an additional insured on its municipal liability insurance policy. The City and the School District shall provide the other party with a certificate of insurance evidencing compliance with this provision.

7. Each party (the "Indemnifying Party") agrees to indemnify, defend and hold the other party (the "Indemnified Party") harmless to the maximum extent possible under law with respect to any obligations relating to or the use of the bicycle shelter. Accordingly, the Indemnifying Party agrees for itself, its successors, and assigns, to defend, indemnify, and hold harmless the Indemnified Party, its officers, directors, agents and employees from and against liability for all claims, demands, suits, and judgments, including costs of defense thereof, for injury to persons, death, or property damage which is caused by, arises out of, or is incidental to the acts or omissions of the Indemnifying Party, its officers, directors, agents and/or employees in the performance of this Agreement, except to the extent of the negligence or willful misconduct of the Indemnified Party, its officers, directors, agents and/or employees. The Indemnifying Party's obligations under this section shall include the duty to promptly notify the other party of any claim received, to accept tender of defense and provide defense to the Indemnified Party at the Indemnifying Party's expense.

8. That this Agreement constitutes the complete understanding of the parties. No modification of any provision thereof shall be valid unless in writing and signed by both parties.

9. This Agreement shall be commensurate with the period of probable usefulness of the bicycle shelter as set forth in the Local Finance Law, the term to commence on April 7, 2021 and to end on April 7, 2036.

10. This Agreement may not be assigned by either party.

11. This Agreement constitutes the entire understanding and agreement between the parties in connection with the subject matter contained herein and any and all prior agreements, understandings and representations are merged herein and are of no further force and effect.

12. If any provision of this Agreement is deemed to be invalid or inoperative for any reason, that part shall be deemed modified to the extent necessary to make it valid or operative, or if it cannot be so modified, then severed and the remainder of the Agreement shall continue in full force and effect as if the Agreement had been signed with the invalid portion so modified or eliminated.

13. In the event any issue which is unanticipated in relation to the subject matter of this Agreement or by the parties occurs, the parties agree to communicate and to cooperate to address same.

14. No amendment, change or modification of this Agreement shall be valid unless in writing, signed by the parties hereto.

15. This Agreement shall be governed in all respects by the laws of the State of New York. The parties hereby specifically consent to jurisdiction in the State of New York, Ulster County for any action or proceeding arising out of this Agreement.

16. This Agreement may be executed by electronic means and in multiple counterparts, each of which shall be an original, and all of which shall constitute one and the same instrument.

17. This Agreement is subject to the approval of the Common Council of the City of Kingston and the Board of Education of the Kingston City School District.

18. That the Mayor of the City has executed this Agreement pursuant to Resolution adopted by the Common Council, at a meeting thereof held on the 7th day of April, 2021 and the Superintendent of the School District has executed this Agreement pursuant to Resolution adopted by the Board of Education of the Kingston City School District, at a meeting thereof held on the 3rd day of March, 2021.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

CITY OF KINGSTON

KINGSTON CITY SCHOOL DISTRICT

BY: _____

BY: _____

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2. The City shall require in any contract with a contractor hired by the City to install the bicycle shelter that the contractor agrees to indemnify and defend the School District, its officers, employees, agents and volunteers, against it and save it, its officers, employees, agents and volunteers, harmless from and against any and all claims, actions, losses, damages, liabilities, judgments, and expenses (including, but not limited to, reasonable attorneys' fees) which are in any way related to the work undertaken by the contractor at the School, and to maintain liability insurance backing up its indemnity set forth above reasonably acceptable to the City, naming the City and School District as additional insureds and shall provide a copy of the certificate of insurance to the prior to commencement of any work at the School. Such

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CITY OF KINGSTON

KINGSTON CITY SCHOOL DISTRICT

BY: _____

BY: _____



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**City of Kingston
Conservation Advisory Council
420 Broadway Kingston, NY 12401
(845) 481-7339**

April 1, 2021

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

Re: Ashokan Release Protocol

Dear President Shaut,

The Kingston Conservation Advisory Council would like to request that the Kingston Common Council consider adoption of a memorializing resolution urging the NYS Department of Environmental Conservation to exercise its authority and responsibility for enforcing state and federal laws to protect water quality, particularly in relation to releases to the Lower Esopus Creek, which has a direct impact on the City of Kingston.

Links to refer to:

<https://www.riverkeeper.org/campaigns/safeguard/ashokan-reservoir-stop-the-mud/>

<https://www.dec.ny.gov/lands/79771.html>

https://www.dec.ny.gov/docs/water_pdf/catalumdrafteisexecsum.pdf

Please see a DRAFT Resolution, attached, for your consideration.

Sincerely,

Julie L. Noble, Chair

Members: Lorraine Farina, Emilie Hauser (Vice-Chair), Kevin McEvoy, Sebastian Pilliteri

MEMORIALIZING RESOLUTION

Draft Environmental Impact Statement (DEIS) for the Modification of the CATALUM SPDES Permit to incorporate turbidity control measures, including operation of Ashokan Reservoir in accordance with the Interim Ashokan Release Protocol.

WHEREAS: The Esopus Creek is located in northern Ulster County where it travels sixty-eight miles (68) from the mountains of the Catskills to the Hudson River.

WHEREAS: In 1915, the City of New York completed construction of the Ashokan Reservoir by damming the Esopus Creek in Olivebridge. The Lower Esopus – the Esopus Creek downstream of the dam – flows through the towns of Marbletown, Hurley, Ulster, Kingston, and Saugerties, and the City of Kingston, and the Village of Saugerties.

WHEREAS: The Lower Esopus Creek forms the northwest municipal boundary of the City of Kingston. The Creek and its floodplain are biologically important aquatic and terrestrial habitat areas. The floodplain forests, riparian zones, marshes and adjacent grasslands along the Esopus Creek is the second most important high-value terrestrial biodiversity resource identified in the Natural Resources Inventory. The Creek provides significant recreational and tourism potential, with waterfront activities, kayaking, and docks which can be a draw for visitors. The Creek and its floodplain are included in goals of Kingston Open Space Plan with regards to trails and launches and preservation of farmland and open space. Large wood debris dams were removed in 2020 to open up blocked areas. Discussion has begun on an Esopus water trail that would connect to Hurley and Marbletown and Ulster. Turbid water and high discharge makes this recreation less viable.

WHEREAS: The Ashokan Reservoir is one of the largest sources of drinking water for the state of New York, providing up to 40% of the water for 9.5 million residents. In addition to New York City, many communities in the Hudson Valley are served by the Catskill Aqueduct.

WHEREAS: The Ashokan dam and reservoir system includes a “waste channel”, designed to release water from the Reservoir to the Lower Esopus, which for nearly a century was not used, except during an emergency in 2006. DEP now refers to the “waste channel” as a “release channel,” though its function remains the same.

WHEREAS: In 2010, DEP instituted new operating procedures that called for releasing exceptionally turbid water from the reservoir into the Lower Esopus through the previously unused release channel, as DEP alone deemed “necessary.”

WHEREAS: Elevated turbidity after storms is a long standing problem in the Ashokan Reservoir, The designers knew this and constructed the Reservoir with two basins to allow the turbidity to settle in the west basin before moving clearer water into the east basin to send down the Catskill Aqueduct for drinking water. Elevated turbidity after storms and will be magnified in the future due to more frequent and intense storm events due to climate change.

WHEREAS: In the past, whenever turbidity levels in both basins exceeded state and federal drinking water standards, the DEP treated the water with aluminum sulfate, alum, which coagulates suspended solids. Alum is added in the Catskill Aqueduct above the Kensico Reservoir in Westchester County. Since 2013, the DEP has been required by state and federal law to reduce the amount of alum discharged to the Kensico Reservoir from the Catskill Aqueduct.

WHEREAS: With its 2010 procedures, the DEP made a major change to its operations, without community input, environmental review, rules or permit modification regarding the waste channel's operating parameters to release turbid water from the west basin into the Lower Esopus to prevent turbid water from spilling into the east basin, potentially impacting NYC's drinking water quality and requiring alum treatment.

WHEREAS: When a waterbody is turbid, the levels of light and oxygen within the water are reduced. This negatively affects everything living in the stream, from microscopic organisms and submerged plants to aquatic insects and fish. In particular, it stresses fish and impacts their ability to feed and see their food. Fine sediment also physically impacts the stream channel by filling in the natural voids and spaces in the streambed. This reduces habitat for aquatic insects and smothers fish eggs and larvae.

WHEREAS: The Lower Esopus valley has extensive agricultural production that depends on the creek for clean irrigation water throughout the year. Turbid water can clog irrigation equipment and potentially impair the quality of the irrigation water to the point where crops are not marketable. These crops are part of Kingston's local food supply.

WHEREAS: The release of turbid water have already impaired use and enjoyment of the creek for recreational activities, including paddling, angling and ice fishing. Is The DEC constructed a canoe/kayak launch and fishing ramp on Sandy Road just off Washington Avenue just over the municipal boundary in the Town of Ulster. Kingston residents use this ramp as the only safe public access to the Esopus Creek. The high turbidity, fluctuating water level and discharge are problems for recreationists as conditions change dramatically on the creek.

WHEREAS: During extended turbid releases from the waste channel, the sediment plume from the Lower Esopus is clearly visible in the Hudson River, which is the drinking water supply for over 100,000 people. The Towns of Esopus, Lloyd, Poughkeepsie, Rhinebeck, Hyde Park, and the City of Poughkeepsie and Village of Rhinebeck draw municipal drinking water from the Hudson River downstream of where the Esopus empties into it. During major releases, the water treatment plants have recorded elevated turbidity, resulting in the need for increased chemical and electricity use for treatment, and increased production of sludge, all of which come at an increased cost for those communities.

WHEREAS: The increased volume of water sent by DEP into the Lower Esopus represents the single largest change to the Creek's hydrologic regime (flow) since the completion of the reservoir.

WHEREAS: The frequency and intensity of storms has increased in recent years, and is projected to increase significantly in the coming decades. Under current conditions and operating procedures, these storms will increase erosion, turbidity, and the resulting impacts.

WHEREAS: Periodically since 2011, the DEP has released millions of gallons a day of turbid, muddy water from the Ashokan Reservoir into the Lower Esopus Creek. DEP argues it has the authority to do so because of its Interim Release Protocol (IRP), which was put in place temporarily pending a full environmental review of the City's releases pursuant to an October 2013 Consent Order. DEC issued the Consent Order to settle an enforcement action it brought against the City with respect to the City's turbid releases in February 2011.

WHEREAS: The Interim Release Protocol is an inexpensive way for the DEP to preserve the quality of NYC drinking water, but the farmers, businesses and residents along the Lower Esopus have been forced to bear the consequences. The releases have had such negative impacts that in 2013 the U.S. Environmental Protection Agency placed the Lower Esopus on the NYS Impaired Water Bodies List for excessive turbidity.

WHEREAS: DEP has most recently discharged turbid water to the Lower Esopus Creek following storms during Christmas 2020, and continuing until today.

WHEREAS: The specific impacts of the current releases to the Lower Esopus are unknown, because DEP did not conduct or provide stakeholders with a baseline assessment prior to initiating releases. A scientific study prior to the initiation of releases was necessary to set the baseline from which to accurately assess environmental impacts.

WHEREAS: As part of the aforementioned Consent Order, DEP was required to study all social, economic and environmental impacts of the releases and alternative methods to reduce turbidity in the Ashokan Reservoir. Alternatives to be considered included both structural and operational practices; however, DEP rejected all structural alternatives requiring construction expenditures and proposed instead only slight adjustments to the Interim Release Protocol as the preferred alternative.

WHEREAS: The DEC has released the Draft EIS for the Modification of the Catalum SPDES Permit and made it available for public review and comment. The Draft EIS concludes that the City's operation of the Ashokan Release channel pursuant to its Interim Release Protocol does not cause any significant adverse impacts to the lower Esopus Creek. This conclusion is in contrast to the experience of communities along the Lower Esopus Creek.

WHEREAS: The public currently has an opportunity to comment on DEP's Draft EIS, either through submission of written comments to DEC between now and 5:00pm on June 16, 2021.

WHEREAS: The Lower Esopus is an important contributor to the social, economic and environmental quality along the creek's corridor. It cannot be the solution to NYC's turbid water problems.

WHEREAS: The Hudson River is an essential drinking water supply for over 100,000 people in the Mid-Hudson Region. Protecting water quality in this drinking water source is a critical regional priority. The current state of Ashokan releases is unsustainable and unacceptable.

NOW THEREFORE BE IT RESOLVED, that we, as representatives of City of Kingston Common Council in Ulster County, NY, urge the New York State Department of Environmental Conservation (NYSDEC) to exercise its authority and responsibility for enforcing the state and federal laws that protect water quality in our rivers and streams, and as the lead agency overseeing the State Environmental Quality Review (SEQR) process responsible for evaluating the impacts of New York City Department of Environmental Protection's (NYCDEP) releases to the Lower Esopus Creek; and further;

BE IT FURTHER RESOLVED, that DEC must consider all the public comments to capture the concerns raised before making a decision about whether to approve or deny approval; and require revision and/or supplementation of the current DEIS. The input of the City of Kingston on the adequacy of the current DEIS is very important to ensure the community's interests are protected. The potential and actual short-term, long-term and cumulative impacts on the downstream communities along the Esopus Creek and Hudson River must be recognized and thoroughly studied within the DEIS, including impacts on other drinking water systems, the local economy, recreation and the aesthetics of the area. In addition, the City of Kingston calls for the incorporation of a detailed look at a range of alternatives in the DEIS, including examining combinations of structural and operational alternatives. The DEIS must present a long-term plan to reduce the discharge of high quantities of turbid water and specifically account for climate change impacts. A copy of this Resolution should be forwarded to the NYS DEC Public Comment Contact Person: Kristen Cady-Poulin, Environmental Analyst, 625 Broadway, Albany, NY 12233, Phone: 518-402-9167, E-mail: DEPPermitting@dec.ny.gov, Comments sent by regular mail must be postmarked no later than June 16, 2021. E-mail comments must be received by 5:00 p.m. June 16, 2021.

L+R

Tinti, Elisa

From: Hirsch, Michele
Sent: Wednesday, March 31, 2021 4:32 PM
Cc: Tinti, Elisa
Subject: Short Term Rentals in relation to the City of Kingston

Dear President Shaut,

Please accept this communication in relation to the City of Kingston General Legislation Chapter 277 Hotel, Motels, Inns, Rooming Houses and Boarding Houses. I am proposing moving and revising regulations for Boarding Homes, Bed and Breakfasts and additional regulations for Short Term Rentals including licensing fees.

I will send further documentation in advance of the next Laws and Rules Committee meeting.

Thank you.

With kind regards,

Michele Hirsch
Alderwoman, Ward 9

