

## **RESOLUTION 80 OF 2025**

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

Sponsored By: Community Development Committee: Alderman  
Schabot, Mickens, Tierney, Hirsch

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

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

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of below 5%, however, due to multiple lawsuits by real estate interests, three housing emergency declarations have been rescinded or revoked; and

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

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

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

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

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

supports and endorses the REST Act which would provide for an alternative method for localities other than New York City to opt in to rent regulation and expands the range of rental housing that can be covered.

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

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

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

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

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

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

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

THE CITY OF KINGSTON COMMON COUNCIL

COMMUNITY DEVELOPMENT & HOUSING  
COMMITTEE REPORT

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

DATE: 4/22/25

Description:

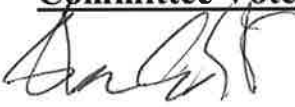
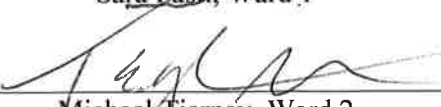
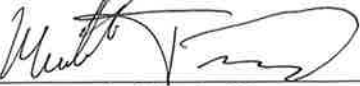
Resolution of the Common Council of the City of  
Kingston calling upon the NYS Legislature to  
pass and the Governor sign the Rent Emergency  
Stabilization for Tenants (RENT) Act  
(S4659/A4477)

Signature \_\_\_\_\_

Motion by TW

Seconded by MT

Action Required:

Committee Vote	YES	NO
 Steve Schabot, Chairman, Ward 8	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jeanne Edwards, Ward 4	<input type="checkbox"/>	<input type="checkbox"/>
<del>Sara Pasti, Ward 1</del>	<input type="checkbox"/>	<input type="checkbox"/>
 Michael Tierney, Ward 2	<input checked="" type="checkbox"/>	<input type="checkbox"/>
 Michele Hirsch, Ward 9	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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

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

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

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

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

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

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

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

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

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

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

**RESOLUTION 81 of 2025**

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

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

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

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

**SECTION 1.** That the Common Council of the City of Kingston authorizes the Mayor of the City of Kingston to enter into the attached agreement to renew the lease of the bulkhead under the Judge Loughran Bridge pursuant to the terms therein for a term ending on September 30, 2029.

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

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

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

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

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

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

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

THE CITY OF KINGSTON COMMON COUNCIL

LAWS & RULES  
COMMITTEE REPORT

DEPARTMENT: \_\_\_\_\_ DATE: 4/16/25  
A RESOLUTION OF THE COMMON COUNCIL OF KINGSTON, NY  
 Description: Authorization for the Mayor to enter into and execute a renewal lease agreement for the use of a dock by the Hudson River Cruises, Inc. with an expiration date of September 30, 2029 AS PER ATTACHED.

Motion by RSC

Seconded by RAD

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

SEQRA Decision:

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

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

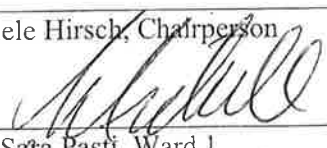
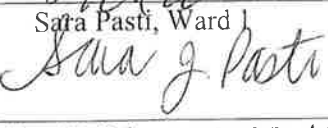
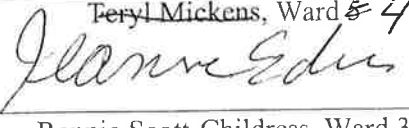
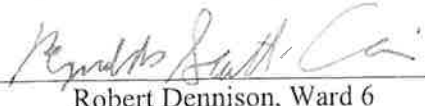

Unlisted Action \_\_\_\_\_

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

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

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

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

<u>Committee Vote</u>	<u>YES</u>	<u>NO</u>
Michele Hirsch, Chairperson 	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sara Pasti, Ward 1 	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Teryl Mickens, Ward 4 	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Rennie Scott-Childress, Ward 3 	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Robert Dennison, Ward 6 	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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# CITY OF KINGSTON

## Office of Corporation Counsel

Steven T. Noble, Mayor



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

April 10, 2025

President Andrea Shaut  
Common Council  
420 Broadway  
Kingston, NY 12401

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

Dear President Shaut:

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

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

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

Sincerely,

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

## LEASE AGREEMENT

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

### WITNESSETH:

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF KINGSTON

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

HUDSON RIVER CRUISES, INC.

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

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

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

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

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

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

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

## LEASE AGREEMENT

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### WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

terminate this lease.

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

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

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

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

CITY OF KINGSTON

By: 

Steven T. Noble, Mayor

HUDSON RIVER CRUISES AND  
EVENTS, INC.

By: 

Robert Scribner, President



State of New York

ss.:

County of Ulster

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

*Janet K. Higgins*

JANET K. HIGGINS  
Notary Public, State of New York  
No. 01H4283885  
Qualified in Ulster County 21  
Commission Expires Sept. 30, 20

*Paula B. Cooper*  
Notary Public



State of South Carolina

ss.:

County of Charleston

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

*Paula Cooper*  
Notary Public



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

PIN: 8139.00.223 (closed)

Permit Account No: 81542

Revenue Assigned PIN 8141.01.223

Property Location: North shoreline under Route 9W bridge

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

Map No(s): 1T

Parcel No(s): 1 (portion of)

County: Ulster

Town:

City/Village: Kingston

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

City of Kingston  
420 Broadway  
Kingston, NY 12401

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

## WITNESSETH:

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

WHEREAS the Permittee wishes to use and occupy said property;

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

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

New York State Department of Transportation  
Revenue Unit, POD 5-2  
50 Wolf Road  
Albany, NY 12232

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

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

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

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

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

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

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

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

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

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

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

**ACCEPTANCE:**

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

**CITY OF KINGSTON**

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

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

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

Steven T. Noble  
Print Name

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

Mayor

STATE OF NEW YORK )  
 ) SS:  
COUNTY OF Ulster )

**For Corporate Acknowledgments**

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

[Signature]  
(Notary Public)

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

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

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

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

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

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

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

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

**RESOLUTION 82 of 2025**

**RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF  
KINGSTON, NEW YORK, DECLARING ITSELF AS LEAD AGENCY  
AND MAKING A NEGATIVE DECLARATION ON THE SHORT  
ENVIRONMENTAL ASSESSMENT FOR THE KINGSTON POINT PARK**

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

**WHEREAS**, a request has been made for the Common Council of the City of Kingston to be lead agency for the Kingston Point Park Phase 2 Improvements; and

**WHEREAS**, after reviewing 6 NYCRR 617 it has been determined that the Project is an Unlisted Action under SEQR, and is not on the Type 1 or Type II lists and does not require a coordinated review.

**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 declares itself as Lead Agency for the Kingston Point Park Phase 2 Improvements and that the Common Council of the City of Kingston makes a negative declaration for the Project.

**SECTION 2.** That the request for lead agency status be circulated to involved agencies as determined pursuant to applicable law.

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

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

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

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

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

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



82

# THE CITY OF KINGSTON COMMON COUNCIL

## LAWS & RULES COMMITTEE REPORT

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

DATE: 4/16/25

### Description:

A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NY DECLARING THE COMMON COUNCIL AS LEAD AGENCY AND MAKING A NEGATIVE DECLARATION ON THE SHORT ENVIRONMENTAL ASSESSMENT FORM AS PER ATTACHED.

Signature \_\_\_\_\_

Motion by SP

Seconded by RAD

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 <i>Michele Hirsch</i>	✓	
Reynolds Scott Childress, Ward 3 <i>Reynolds Scott Childress</i>	✓	
Sara Pasti, Ward 1 <i>Sara g. Pasti</i>	✓	
Feryl Mickens, Ward 2 & 4 <i>Jeanne Edwards</i>	✓	
Robert Dennison, Ward 6 <i>R</i>	✓	

**Kwame WiafeAkenten Jr.**

---

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

For Andreas mailbox

Get Outlook for iOS

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

Good afternoon,

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

Thanks,  
Julie

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

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

Julie L. Noble, Coordinator



Steven T. Noble, Mayor

March 27, 2025

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

Re: Kingston Point Park Phase 2 Improvements SEQR

Dear President Shaut,


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

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

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

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

Sincerely,

  
Julie L. Noble  
Project Manager

Project:

Date:

## *Short Environmental Assessment Form*

### *Part 2 - Impact Assessment*

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

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

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

Project: Date: 

### Short Environmental Assessment Form Part 3 Determination of Significance

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

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

PRINT FORM

# Short Environmental Assessment Form

## Part 1 - Project Information

### Instructions for Completing

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

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

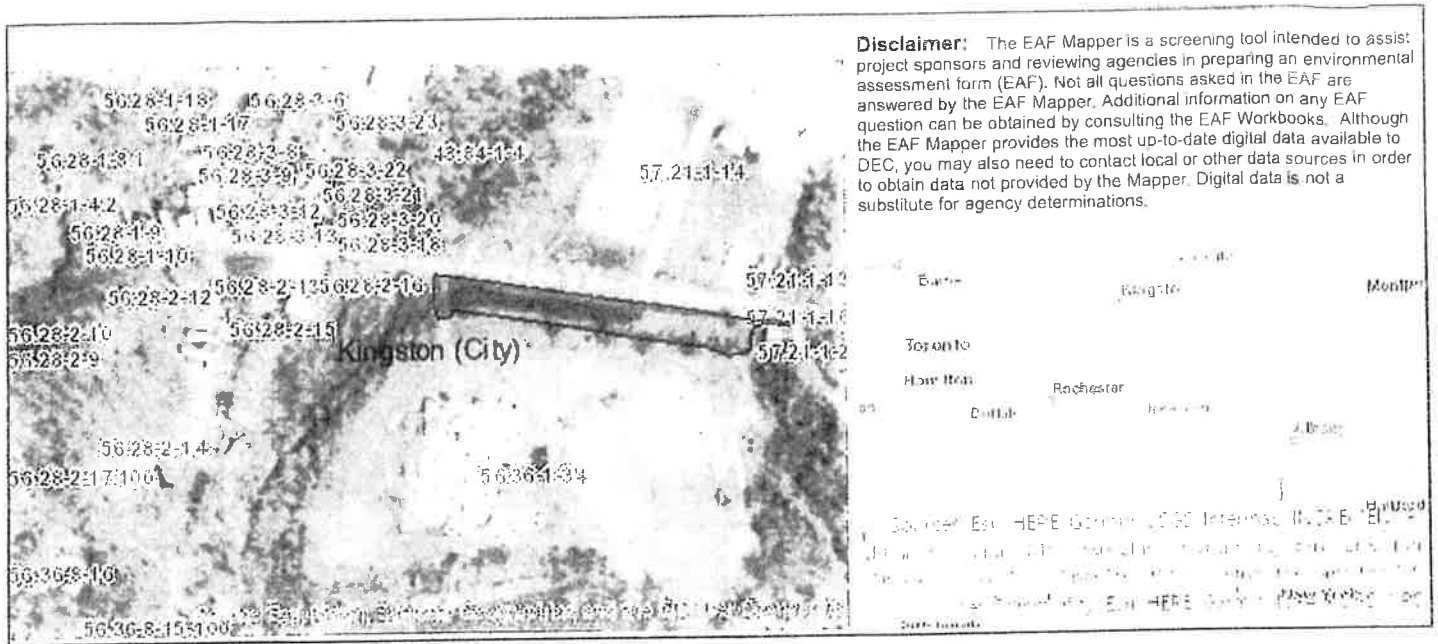
<b>Part 1 -- Project and Sponsor Information</b>			
Name of Action or Project: Kingston Point Park Improvements			
Project Location (describe, and attach a location map): 53 Delaware Ave, Kingston, NY. Location is a parking lot on the South side of Delaware Ave and across the street from Kingston Point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

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

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

**PRINT FORM**





Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites]	No
Part 1 / Question 12b [Archeological Sites]	Yes
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
Part 1 / Question 15 [Threatened or Endangered Animal]	Yes
Part 1 / Question 15 [Threatened or Endangered Animal - Name]	Northern Long-eared Bat, Shortnose Sturgeon, Atlantic Sturgeon
Part 1 / Question 16 [100 Year Flood Plain]	Yes
Part 1 / Question 20 [Remediation Site]	Yes

**RESOLUTION 83 of 2025**

**RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON,  
NEW YORK, EDITING A POLICY FOR DISPOSITION OF SURPLUS CITY  
OWNED PROPERTY**

Sponsored By: Finance/Audit Committee: Alderman:  
Schabot, Tierney, Andrews, Dennison, Pasti

**WHEREAS**, via Resolution 66 of 2023 the Common Council originally passed a Disposition Policy to prioritize transferring surplus City owned property to the Kingston City Land Bank, advance revitalization goals set forth in the Kingston 2025 Comprehensive Plan, accelerate the citywide production of housing at all income levels, and stimulate economic growth; and

**WHEREAS**, this Disposition Policy applies to all properties the City of Kingston acquires through the “In Rem” tax lien foreclosure process under Article 11 of the New York Real Property Tax Law and abandoned dwellings under Article 19-A of the New York Real Property Tax Law; and

**WHEREAS**, the Common Council wishes to ensure the City of Kingston complies with recent changes to Section 1196 of Real Property Tax Law, which sets guidelines for the determination of existence and amount of surplus for sales of tax foreclosed properties.

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

**SECTION 1.** That the City of Kingston shall follow the annexed Disposition Policy for transferring ownership of surplus City owned properties acquired through the “In Rem” delinquent tax lien foreclosure process and Article 19-A provisions.

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

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

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

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

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

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

**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: HOUSING DATE: \_\_\_\_\_

**Description:**

**RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK  
EDITING A POLICY FOR DISPOSITION OF SURPLUS CITY-OWNED PROPERTY,**

*including the Finance + Audit Committee to be the Review Committee for  
any RFP process and allowing the Committee to invite community members  
to join during the process.*

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

Motion by MT

Seconded by SP

Action Required:

<b><u>Committee Vote</u></b>	<b><u>YES</u></b>	<b><u>NO</u></b>
<del>Reynolds Scott Childress, Chairman,</del> Ward 3 <i>[Signature]</i>		
Michael Tierney, Ward 2 <i>[Signature]</i>	✓	
Bryant Drew Andrews, Ward 7 <i>[Signature]</i>	✓	
<del>Steve Schabot, Ward 8</del> <i>Robert D. [Signature]</i> WARD 6	✓	
Sara Pasti, Ward 1 <i>Sara J. Pasti</i>	✓	

# CITY OF KINGSTON

## Office of Housing Initiatives

Bartek Starodaj, Director



Steven T. Noble, Mayor

March 27, 2025

Ald. At Large Andrea Shaut, President  
City of Kingston Common Council  
City Hall - 420 Broadway  
Kingston, NY 12401

Re: Edits to the City of Kingston Disposition Policy

Dear President Shaut,

As you know, via Resolution 66 of 2023 the City of Kingston Common Council passed a disposition policy to increase certainty for the Kingston City Land Bank and other parties wishing to acquire and redevelop City-owned properties. The goal of the disposition policy was to accelerate the overall redevelopment timeline of vacant properties, including those acquired via Article 11 (tax lien foreclosure) and Article 19 (abandoned dwellings).

I am asking the Common Council to edit our disposition policy to ensure the City's process complies with recent changes to Section 1196 of Real Property Tax Law based on the 2023 *Tyler v. Hennepin County* Supreme Court decision. Under this policy:

- The Kingston City Land Bank will have the first option to purchase one, two, or three family residential properties acquired via Article 11, but would have to purchase the property at the full assessed value or the appraised value, whichever is lower, plus an administrative fee.
- The Kingston City Land Bank will have the first option to purchase one, two, or three family residential properties acquired via Article 19-A provided each property has less than \$120,000 in outstanding taxes and fees. The amount the Land Bank would pay for the property would depend on the affordability of end-user households.

For all other properties, and for all properties the Land Bank chooses not to purchase, the City would either issue an RFP or sell the properties at auction.

As with previous versions of the disposition policy, the Common Council would retain full authority for approving any property sale.

I ask that you please forward this communication to the Common Council for consideration.

Respectfully Submitted,

Bartek Starodaj, Director, Housing Initiatives

Cc: Steve T. Noble, Mayor  
E. Tinti, City Clerk  
B. Graves-Poller, Corporation Counsel  
J. Tuey, Comptroller

## **City of Kingston Disposition Policy Provisions**

Purpose: The purpose of this Disposition Policy is to ensure the City of Kingston follows a standardized and transparent procedure for the sale of City-owned surplus property. It seeks to encourage the timely redevelopment of City-owned buildings and land, bring City-owned buildings and land back on the tax rolls, and encourage the development of affordable rental and homeownership housing opportunities.

The City will henceforth dispose of all properties it acquires through the “in rem” tax lien foreclosure process under Article 11 of the New York Real Property Tax Law and abandoned dwellings under Article 19-A of the New York Real Property Tax Law in the following preferential order, subject to the stated conditions:

***I. For all properties, irrespective of the amount of outstanding taxes and fees due:***

The City may, in its discretion, retain and/or alternately dispose of the property for any reason. Within 60 days of the City’s acquisition of a property through the “in rem” delinquent tax lien foreclosure process under Article 11 or through the Article 19-A abandoned dwelling process, the Mayor of Kingston shall determine whether such property should be retained.

***II. For one, two, or three family residential properties and vacant land associated with the parcel preceding, during and post foreclosure/acquisition that the City of Kingston plans to acquire or has acquired through Article 11:***

The City will offer such property to the Kingston City Land Bank.

A. The Kingston City Land Bank shall have a 90-day option to purchase such property in the amount of the full equalized assessed value of the property as shown on the most recent tax roll of the City of Kingston (“Assessed Value”) plus an administrative fee (“Administrative Fee”), as defined in the latest fee schedule of the City of Kingston. This 90-day offer period begins to run when the City communicates an offer notice in writing to the Kingston City Land Bank. This offer letter will include the Assessed Value and Administrative Fee. The Kingston City Land Bank shall communicate its acceptance or rejection of properties via resolution of the Kingston City Land Bank Board of Directors. For each property, the Kingston City Land Bank may, at its own option and expense, also establish the full value of the property via an appraisal prepared by a licensed New York state appraiser (“Appraised Value”). The City has discretion to extend this offer period to facilitate the Kingston City Land Bank’s property inspection and due diligence procedures.

B. The Kingston City Land Bank is required to take title to a property within 90-days of Common Council Resolution approving the conveyance of the property. If the Kingston City Land Bank fails to take title to a property within this 90-day period, the City will follow the provisions of Section IV for that property.

C. The Kingston City Land Bank shall remit the amount of the Assessed Value or Appraised Value, whichever is lower, and Administrative Fee simultaneously with the passing of title from the City of Kingston to the Kingston City Land Bank.

D. The City may dispose of any property that the Kingston City Land Bank declines to purchase during the 90-day option period in accordance with Section IV below.

***III. For one, two or three family residential properties with less than \$120,000 in outstanding taxes and fees (including those yet to be billed) associated with the parcel preceding, during and post foreclosure/acquisition that the City of Kingston plans to acquire or has acquired through Article 19-A:***

The City will offer such properties to the Kingston City Land Bank.

A. The Kingston City Land Bank shall have a 90-day option to purchase such properties. The payment due to the City for each residential property will reflect the Area Median Income (AMI) level, adjusted for household size, of the end-user-household as follows:

- Properties in Tier 1 (to be purchased by end-user households at or below 80% AMI): 10% of the full amount of outstanding taxes and fees (including those yet to be billed) associated with the parcel preceding, during and post foreclosure/acquisition or \$7,000, whichever is greater, plus an Administrative Fee. In no event will the sales price to Kingston City Land Bank exceed the full amount of the outstanding taxes and fees.
- Properties in Tier 2: (to be purchased by end-user households between 80–100% AMI): 50% of the full amount of outstanding taxes and fees (including those yet to be billed) associated with the parcel preceding, during and post foreclosure/acquisition or \$7,000, whichever is greater, plus an Administrative Fee. In no event will the sales price to Kingston City Land Bank exceed the full amount of the outstanding taxes and fees.
- Properties in Tier 3 (to be purchased by end-user households between 100–130% AMI): 60% of the full amount of outstanding taxes and fees (including those yet to be billed) associated with the parcel preceding, during and post foreclosure/acquisition or \$7,000, whichever is greater, plus an Administrative Fee. In no event will the sales price to Kingston City Land Bank exceed the full amount of the outstanding taxes and fees.
- Properties in Tier 4 (to be purchased by end-user households above 130% AMI): 70% of the outstanding taxes and fees (including those yet to be billed) associated with the parcel preceding, during and post foreclosure/acquisition or \$7,000, whichever is greater, plus an Administrative Fee. In no event will the sales price to Kingston City Land Bank exceed the full amount of the outstanding taxes and fees.

This 90-day offer period begins when the City communicates an offer notice in writing to the Kingston City Land Bank. This offer letter will include the total of all delinquent taxes and fees associated with the parcel preceding, during, and post foreclosure/acquisition plus an Administrative Fee. The City has discretion to extend this offer period to facilitate the Kingston City Land Bank's property inspection and due diligence procedures. The

Kingston City Land Bank shall communicate its acceptance or rejection of properties via resolution of the Kingston City Land Bank Board of Directors.

- B. The Kingston City Land Bank is required to take title to a property within 90 days of Common Council Resolution approving the conveyance of the property. If the Kingston City Land Bank fails to take title to a property within this 90-day period, the City will follow the provisions of Section IV for that property.
- C. The Kingston City Land Bank shall remit payment due based on the Tiers described in Section III (A) and Administrative Fee simultaneously with the passing of title from the City of Kingston to the Kingston City Land Bank. If the AMI Tier of the final end user is higher than originally planned, the Kingston City Land Bank shall remit an additional payment to the City within 30 days of the sale of each property received in accordance with this Disposition Policy. The City will not remit payment to the Kingston City Land Bank if the AMI tier of the final end user is lower than originally planned. The Kingston City Land Bank will assume responsibility for the above-listed payment obligations when it sells properties directly to end-user households and when it conveys properties received in accordance with this Disposition Policy to for-profit and not-for-profit corporations, which then sell property to end-user households.
- E. The City may dispose of any property that the Kingston City Land Bank declines to purchase during the 90-day option period in accordance with Section IV below.

***IV. For all properties not accepted by the Kingston City Land Bank during its option period, or for all other properties the Kingston City Land Bank is not eligible to acquire under the provisions of Sections II or III, including all commercial properties, the following disposition options apply:***

- A. The City of Kingston may develop a public Request for Proposals (RFP) or other appropriate document, drafted to advance housing goals identified in the City's Comprehensive Plan and the revitalization objectives set forth in General Municipal Law §§ 505 and 907. The City of Kingston shall issue this RFP in accordance with its established procurement rules. In developing an RFP, the City of Kingston shall notify the Finance & Audit Committee of its intent to issue an RFP, provide the Committee with at least ten business days to provide comments on the RFP, and request that a member of the Finance & Audit Committee serve on the Evaluation Committee. The City of Kingston shall also share all non-winning proposals with the Finance & Audit Committee. The minimum sales price for any property subject to an RFP process shall be the sum of the Assessed Value and the Administrative Fee.
- B. If the City chooses to not develop an RFP or if the City fails to receive qualified responses to the RFP or if the City rejects the proposals received or if the Common Council fails to approve the conveyance of any property to an RFP Respondent, the City shall hold a public auction and sell the property to the highest bidder. The final sales price shall be the bid amount plus the Administrative Fee.

**General Provisions**

A. This Disposition Policy does not divest the Common Council of its statutory authority to sell or convey real property acquired through foreclosure proceedings or through Article 19-A.

B. The Kingston City Land Bank shall not intentionally convey any property acquired from the City of Kingston back to the property's immediate former owner(s) for less consideration than the amount of any and all delinquent taxes and fees associated with the parcel preceding, during and post foreclosure/acquisition.

C. City employees and members of the City of Kingston Common Council who: (i) are involved with the negotiation or preparation of the sale and closing process of properties which have been acquired by the City through the "In Rem" delinquent tax lien foreclosure through Article 11 or Article 19-A process;(ii) have access to knowledge or information about a parcel conveyed by the City to the Kingston City Land Bank or about the present or proposed use of nearby parcels through his or her City position, which knowledge or information is not accessible to the general public; or (iii) who have the authority to appoint employees who have any of the foregoing powers or access to the foregoing information, are specifically precluded from purchasing properties conveyed to the Kingston City Land Bank by the City during and for two (2) years after the termination of their City employment or term of office.

D. This Disposition Policy is intended to incentivize the production of low-to-moderate affordable housing opportunities in the City of Kingston. Accordingly, it is expected that at least 65% of all one, two, or three family residential properties sold by the Kingston City Land Bank are disposed to households at or below 130% of Area Median Income for Ulster County. Affordable homes sold by the Kingston City Land Bank are subject to various restrictions to incentivize them to be preserved as affordable housing for the term of the agreements entered into by the homeowners, as well as additional terms and conditions contained in those agreements.

E. The Kingston City Land Bank will provide the Corporation Counsel, Director of Housing Initiatives and Comptroller of the City of Kingston with a quarterly report on the properties subject to this Disposition Plan that were acquired and/or sold by the Kingston City Land Bank in the preceding quarter and must include information sufficient for the City of Kingston to ensure compliance with these provisions, including information on resale restrictions the Kingston City Land Bank is party to. Notwithstanding any other provision herein, the City of Kingston may decline to offer property to the Kingston City Land Bank if the Land Bank fails to provide quarterly reports or if those reports indicate noncompliance with either this Disposition Policy's provisions or the City's Comprehensive Plan. The City shall then have the right to sell the property in accordance with Section IV.



**RESOLUTION 84 of 2025**

**RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON,  
NEW YORK, AMENDING RESOLUTION 68 OF 2025 REGARDING THE  
FOXHALL/FLATBUSH PROJECT TO REMEDY A DRAFTING ERROR**

Sponsored By: Finance/Audit Committee: Alderman:  
Schabot, Tierney, Andrews, Pasti

**WHEREAS**, a request has been made to amend Resolution 68 of 2025 regarding the Foxhall/Flatbush Project to remedy a drafting error; and

**WHEREAS**, the language to clarify for record keeping purposes is to authorize the Mayor to execute any and all documents necessary to secure the financing and effectuate the work specified in the Bond Ordinance.

**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 amendment of Resolution 68 of 2025 to authorize the Mayor to execute any and all documents necessary to secure the financing and effectuate the work specified in the Bond Ordinance regarding the Foxhall/Flatbush Project.

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

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

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

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

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

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

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

<u><b>REQUEST DESCRIPTION</b></u>		
<b>INTERNAL TRANSFER</b> _____ <b>AUTHORIZATION</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: \_\_\_\_\_ DATE: 4/9/2025

**Description:** A resolution of the City of Kingston Common Council to amend Resolution 68 of 2025 regarding the Foxhall / Flatbush project to remedy a drafting error. The language to clarify for recordkeeping purposes is to authorize the Mayor to execute any and all documents necessary to secure the financing and effectuate the work specified in the bond ordinance, and this shall take effect immediately.

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

Motion by MT

Seconded by SP

Action Required:

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

RESOLUTION 68 OF 2025.

BOND ORDINANCE DATED APRIL 1, 2025.

AN ORDINANCE AUTHORIZING FINANCING OF DESIGN EXPENSES IN CONNECTION WITH THE FLATBUSH AND FOXHALL SEWER AND DRAINAGE REPLACEMENT PROJECT IN AND FOR THE CITY OF KINGSTON, ULSTER COUNTY, NEW YORK, AT A MAXIMUM ESTIMATED COST OF \$600,000, AND AUTHORIZING THE ISSUANCE OF UP TO \$600,000 BONDS OF SAID CITY TO PAY COSTS THEREOF.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF KINGSTON, ULSTER COUNTY, NEW YORK, by the favorable vote of not less than two-thirds of all members of said Council, as follows:

Section 1. Design expenses in connection with the reconstruction of and construction of improvements to the sanitary sewer and stormwater drainage system on Flatbush and Foxhall Avenues, in and for the City of Kingston, Ulster County, New York, including original furnishings, equipment, machinery, apparatus, appurtenances, and incidental improvements and expenses in connection therewith, is hereby authorized at a maximum estimated cost of \$600,000.

Section 2. The plan for the financing thereof is by the issuance of up to \$600,000 bonds of said City hereby authorized to be issued therefor pursuant to the provisions of the Local Finance Law.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid specific object or purpose is five years, pursuant to subdivision 62(2nd) of paragraph a of Section 11.00 of the Local Finance Law.

Section 4. The faith and credit of said City of Kingston, Ulster County, New York, are hereby irrevocably pledged for the payment of the principal of and interest on such obligations as the same respectively become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such obligations becoming due and payable in such year. To the extent not paid from other sources, there shall annually be levied on all the taxable real property of said City, a tax sufficient to pay the principal of and interest on such obligations as the same become due and payable.

Section 5. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the serial bonds herein authorized, including renewals of such notes, is hereby delegated to the City Comptroller, the chief fiscal officer of said City. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said City Comptroller, consistent with the provisions of the Local Finance Law.

Section 6. All other matters, except as provided herein relating to such bonds herein authorized including date, denominations, maturities, interest payment dates, and whether said bonds shall be repaid in accordance with a schedule providing for substantially level or declining annual debt service, within the limitations prescribed herein and the manner of execution of the same and also including the consolidation with other issues, shall be determined by the City Comptroller, the chief fiscal officer of such City. Such bonds shall contain substantially the recital of validity clause provided for in section 52.00 of the Local Finance Law and shall otherwise be in such form and contain such recitals in addition to those required by section 52.00 of the Local Finance Law, as the City Comptroller shall determine consistent with the provisions of the Local Finance Law.

Section 7. This ordinance shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this ordinance, no monies are, or are

reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 8. The validity of such bonds and bond anticipation notes may be contested only if:

- 1) Such obligations are authorized for an object or purpose for which said City is not authorized to expend money, or
- 2) The provisions of law which should be complied with at the date of publication of this Bond Ordinance are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

- 3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 9. The proceeds of the bonds herein authorized and any bond anticipation notes issued in anticipation of said bonds may be applied to reimburse the City for expenditures made after the effective date of this ordinance for the purpose for which said bonds are authorized. The foregoing statement of intent with respect to reimbursement is made in conformity with Treasury Regulation Section 1.150-2 of the United States Treasury Department.

Section 10. The Mayor is hereby authorized to execute contracts in furtherance of the purpose set forth herein.

Section 11. This ordinance, which takes effect immediately, shall be published in summary form in The Daily Freeman, the official newspaper of said City hereby designated for such purpose, together with a notice of the City Clerk in substantially the form set forth in paragraph a of Section 81.00 of the Local Finance Law.

## LEGAL NOTICE OF ESTOPPEL

The bond ordinance, a summary of which is published herewith, has been adopted on April 1, 2025, and the validity of the obligations authorized by such ordinance may be hereafter contested only if such obligations were authorized for an object or purpose for which the City of Kingston, New York, is not authorized to expend money, or if the provisions of law which should have been complied with as of the date of publication of this notice were not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of publication of this notice, or such obligations were authorized in violation of the provisions of the Constitution.

A complete copy of the ordinance summarized herewith is available for public inspection during regular business hours at the Office of the City Clerk for a period of twenty days from the date of publication of this Notice.

Dated: Kingston, New York,  
April 1, 2025.

/s/ Elisa Tinti  
City Clerk

### BOND ORDINANCE DATED APRIL 1, 2025.

AN ORDINANCE AUTHORIZING FINANCING OF DESIGN EXPENSES IN CONNECTION WITH THE FLATBUSH AND FOXHALL SEWER AND DRAINAGE REPLACEMENT PROJECT IN AND FOR THE CITY OF KINGSTON, ULSTER COUNTY, NEW YORK, AT A MAXIMUM ESTIMATED COST OF \$600,000, AND AUTHORIZING THE ISSUANCE OF UP TO \$600,000 BONDS OF SAID CITY TO PAY COSTS THEREOF.

Specific object or purpose:	Design expenses in connection with the reconstruction of and construction of improvements to the sanitary sewer and stormwater drainage system on Flatbush and Foxhall Avenues
Maximum Estimated Cost:	\$600,000
Period of probable usefulness:	Five years
Amount of obligations to be issued:	\$600,000 bonds

Such ordinance pledges the full faith and credit of the City to the payment of the obligations authorized to be issued and delegates to the City Comptroller, the Chief Fiscal Officer, the power to authorize the issuance of and to sell such obligations. Additionally, such ordinance contains the estoppel clause provided for by Section 80.00 of the Local Finance Law and authorizes such ordinance, after taking effect to be published in summary form in the official newspaper, together with a notice of the City Clerk, in substantially the form provided in Section 81.00 of the Local Finance Law.

**CERTIFICATION**

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

I, the undersigned Clerk of the City of Kingston, in the County of Ulster, New York (the "Issuer"),  
DO HEREBY CERTIFY:

1. That a meeting of the Issuer was duly called, held and conducted on April 1, 2025.
2. That such meeting was a **special** regular (circle one) meeting.
3. That attached hereto is a proceeding of the Issuer which was duly adopted at such meeting by the Common Council of the Issuer.
4. That such attachment constitutes a true and correct copy of the entirety of such proceeding as so adopted by said Common Council.
5. That all members of the Common Council of the Issuer had due notice of said meeting.
6. That said meeting was open to the general public in accordance with Section 103 of the Public Officers Law, commonly referred to as the "Open Meetings Law".
7. That notice of said meeting (***the meeting at which the proceeding was adopted***) was caused to be given PRIOR THERETO in the following manner:

**PUBLICATION** (here insert newspaper(s) and date(s) of publication - should be a date or dates falling prior to the date set forth above in item 1)

Kingston Daily Freeman

**POSTING** (here insert place(s) and date(s) of posting- should be a date or dates falling prior to the date set forth above in item 1)

www.Kingston-ny.gov

Posted 3/27/2025

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Issuer this 12  
day of April, 2025.



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

(CORPORATE SEAL)

**BOND ORDINANCE**

At a regular meeting of the Common Council of the City of Kingston, Ulster County, New York, held at Common Council Chambers, City Hall, 420 Broadway, in said City, on April 1, 2025, at 7:30 o'clock P.M., Prevailing Time.

The meeting was called to order by President Shaut, and upon roll being called, the following were

PRESENT:      Ald.    Pasti  
                  Ald.    Tierney  
                  Ald.    Scott-Childress  
                  Ald.    Mickens  
                  Ald.    Dennison  
                  Ald.    Andrews  
                  Ald.    Schabot  
                  Ald.    Hirsch

ABSENT:      Ald.    Edwards

The following ordinance was offered by Alderman Scott-Childress, who moved its adoption, seconded by Alderman Schabot, to wit:

The question of the adoption of the foregoing ordinance was duly put to a vote on roll call, which resulted as follows:

Alderman	<u>Past</u>	VOTING	<u>Yes</u>
Alderman	<u>Tierney</u>	VOTING	<u>Yes</u>
Alderman	<u>Scott-Childress</u>	VOTING	<u>Yes</u>
Alderman	<u>Mickens</u>	VOTING	<u>Yes</u>
Alderman	<u>Dennison</u>	VOTING	<u>Yes</u>
Alderman	<u>Andrews</u>	VOTING	<u>Yes</u>
Alderman	<u>Schabot</u>	VOTING	<u>Yes</u>
Alderman	<u>Hirsch</u>	VOTING	<u>Yes</u>
Alderman	<u>Edwards</u>	VOTING	<u>Absent</u>

The ordinance was thereupon declared duly adopted.

\* \* \* \* \*





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Douglas E. Goodfriend

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F +1 212 506 5151

March 14, 2025

**VIA E-MAIL (Comptroller@kingston-ny.gov; jtuey@kingston-ny.gov)**

Mr. John Tuey  
City Comptroller  
City of Kingston  
City Hall, 420 Broadway  
Kingston, New York 12401

Re: City of Kingston, Ulster County, New York  
Flatbush and Foxhall Avenues Sewer and Drainage Replacement Project  
\$600,000 Bonds  
Orrick File: 42394-2-526

Dear John:

We are enclosing draft proceedings of the Common Council containing a bond ordinance in connection with the above matter.

If the ordinance meets with the approval of the Common Council, please have it adopted by a super majority vote; that is a vote of at least two-thirds of the total voting strength of the Council.

As soon as possible after the adoption of such ordinance, the enclosed summary Legal Notice of Estoppel should be published in full in the official newspaper designated for this purpose.

As soon as available, please furnish us with the following via e-mail:

1. An **ORIGINALLY** certified copy of the enclosed bond ordinance, showing the vote taken thereon.
2. An **ORIGINAL** printer's affidavit of publication of the summary Legal Notice of estoppel from the official newspaper.

**We no longer need originals mailed to our office.**

With best wishes,

Very truly yours,

*Douglas*

Douglas E. Goodfriend  
DEG/es  
Enclosures

cc: Natalie Kikel (nkikel@kingston-ny.gov)  
Patrick Massa (pmassa@kingston-ny.gov)  
Crystal Knox (cknox@kingston-ny.gov)  
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