City of Kingston Laws and Rules Committee
Meeting Agenda
Wednesday, September 19, 2018

NEW BUSINESS

Chief Brown Re: Renewal of Intergovernmental Agreement for Fire Suppression Foam Equipment

Intergovernmental MOA for Fire Suppression Foam Equipment.pdf
KFD Request to Renew Agreement - Foam Trailer.pdf

Alderman Schabot Re: Naming of Hutton Park Pavilion
20180907134930.pdf
hutton park naming.pdf

Alderman Scott-Childress Re: Municipal ID Program in the City of Kingston
20180910090208.pdf
Municipal ID Law Draft 2018-09-07 (002).docx

1 OLD BUSINESS

1.a. Proposed Local Law Amending Chapter 172 - Building Construction, Section 5 - Building Permits, of the Code of the City of Kingston
20180911152250.pdf

ANDREW M. CUOMO
Governor

ROGER L. PARRINO, SR.
Commissioner

FRANCIS J. NERNEY, JR.
State Fire Administrator

FILE COPY

VIA Hand Delivery

Dear Foam Task Force Member:

Thank you for your continued participation in the New York State Foam Task Force.

Attached please find four (4) copies of your agency's agreement with the New York State Division of Homeland Security and Emergency Services. Once you have had an opportunity to review, please have each agreement originally signed and notarized and, along with a copy of your local boards updated resolution approving the agreement and participation in the program, mail all originals to the following address:

New York State Division of Homeland Security and Emergency Services
Office of Fire Prevention and Control
1220 Washington Avenue
Building 7A, Floor 2
Albany, NY 12226
Attn: DC Benjamin Wheeler

Upon approval by the Office of the Attorney General and State Comptroller, we will return one originally executed agreement to you for your files.

Should you have any questions regarding the agreement, please feel free to contact me by phone at (518) 474-6746 or via email at Ben.wheeler@dhses.ny.gov .

Thank you.

Benjamin A. Wheeler

Agreement No. DHS01-X200051-1160200

INTERGOVERNMENTAL
MEMORANDUM OF AGREEMENT
By and Between
NYS DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES
Office of Fire Prevention and Control
and
CITY OF KINGSTON FIRE DEPARTMENT
for
TEMPORARY LOAN OF FIRE SUPRESSION FOAM EQUIPMENT

This Intergovernmental Memorandum of Agreement (Agreement) is entered by and between the State of New York **Division of Homeland Security and Emergency Services, Office of Fire Prevention and Control** ("DHSES", "OFPC" or "State of New York") with offices located at 1220 Washington Avenue, State Office Campus, Building 7A, Albany, New York 12226 and the **City of Kingston Fire Department** ("Contractor" or "Participating Agency") with offices located at 19 East O'Reilly Street, Kingston, NY 12401. The foregoing DHSES and/or Participating Agency shall sometimes be referred to herein individually as "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, on January 28, 2014, Governor Andrew Cuomo issued Executive Order 125 directing State agencies to conduct a review of safety procedures and emergency response preparedness related to the shipments of volatile crude from the Bakken Oil fields in North Dakota and other sources; and

WHEREAS, the State has formed the New York State Foam Task Force (Task Force), which is a state and local partnership, to support and supplement existing local foam capabilities to assure that trained personnel and the appropriate Equipment is available at strategic locations throughout the State based on risk;

WHEREAS, as a result of the review, DHSES has acquired a quantity of foam trailers, Equipment and supplies, and pre-positioned such Equipment at strategic locations with participating agencies that herein agree to support the efforts of the Task Force;

WHEREAS, this Agreement establishes the responsibilities, guidelines and procedures for the assignment, deployment and use of the Equipment to the Participating Agency by DHSES;

WHEREAS, the Participating Agency acknowledges receipt of said Equipment;

NOW, THEREFORE, in consideration of the promises set forth herein, be it known that a DHSES hereby grants a temporary revocable permit to Participating Agency to use the Equipment designated in Section 3, and the Parties agree to the terms and conditions as follows:

1. **PURPOSE**

DHSES is providing Class B foam trailers and Equipment, further identified in Appendix B ("Equipment"), to participating agencies to receive, hold, maintain and use in order to pre-position the Equipment for rapid response to incidents resulting in a spill or fire involving crude oil and other ignitable liquids, when activated by the State as a component of the New York State Foam Task Force.

The Equipment is being provided on a loan basis. Title to all Equipment identified in Appendix B shall remain with the State at all times. The State has the right to recall the Equipment at any time upon notification. As such, any permanent granting of the Equipment must be provided for in a separate written agreement signed by both Parties. The Parties understand and acknowledge that the Equipment is intended to enhance the ability of the Participating Agency and the State to assist in and support fire control and vapor suppression efforts at incidents involving crude oil and other ignitable liquids and is not intended to provide all the Equipment appropriate and necessary to do so.

2. **APPENDIX A**

Appendix A, Standard Clauses for All New York State Agreements, is hereby attached and made part of this Agreement and shall take precedence over all other terms of this Agreement.

3. **DESCRIPTION OF EQUIPMENT**

DHSES agrees to provide to the Participating Agency on a temporary loan basis: foam trailers, Equipment and supplies under the terms of this Agreement. All items, Equipment and resources shall be collectively referred to herein as "Equipment." The specific Equipment loaned to the Participating Agency is specifically listed in Appendix B, which is hereby attached and incorporated into this Agreement.

4. **TERM AND TERMINATION OF AGREEMENT**

4.1 The Participating Agency specifically agrees that this Agreement shall be deemed executory only to the extent of the monies available, and no liability shall be incurred by the State beyond the monies available for the purpose. Section 112 of the State Finance Law requires that any contract made by a State Agency which exceeds fifty thousand dollars ($50,000) in amount, or if the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds ten thousand ($10,000), it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office before becoming effective. The Contract will be deemed executed upon, and will not be considered fully executed and binding until receipt of approval by the Attorney General and Office of State Comptroller.

4.2 The term of this Agreement, unless amended or extended by written mutual consent of the Parties, shall commence on the first Monday immediately following approval by the Office of State Comptroller and shall terminate thirty-six (36) months thereafter, unless terminated earlier pursuant to sections 4.3 – 4.5 below. This Agreement may be extended in writing for an additional two (2) (3) year periods upon mutual written agreement between the Parties.

4.2.1 Notwithstanding Section 4.2, the participating agency may continue to be in possession of the Equipment at the expiration of this agreement upon the written consent of OFPC. In such event, the terms and conditions contained herein relating to usage of the Equipment shall be binding on the parties until the effective date of a successor agreement or until the Equipment is returned to OFPC as provided for herein.

4.3 DHSES may terminate this Agreement immediately, upon written notice of termination to the Participating Agency, if the Participating Agency fails to comply with the terms and conditions of this Agreement and/or with any laws, rules, regulations, policies or procedures affecting this Agreement. Written notice of termination shall be sent by personal messenger service or by certified mail, return receipt requested. The termination shall be effective in accordance with the terms of the notice outlined in Section 17.

4.4 Either Party shall have the right to terminate this Agreement early for: (i) unavailability of funds; (ii) cause; or (iii) convenience upon ten (10) business days' written notice.

4.5 The Participating Agency may terminate this Agreement, upon written notice of termination to the State, if the Participating Agency is unable or unwilling to comply with the terms and conditions of the Agreement.

4.6 Upon termination of this agreement by either the State or Participating Party, the Participating Agency shall return all Equipment, less ordinary wear and tear, to DHSES.

5. **<u>TERMS OF USE</u>**

The Parties agree that the Participating Agency shall maintain possession of the Equipment provided the Participating Agency complies with the following conditions:

5.1 The Participating Agency understands and agrees that for incidents necessitating deployment of the Task Force time is of the essence and therefore it shall identify and assign personnel to deploy and operate as part of the Task Force, and will remain ready, willing and able to immediately deploy the Equipment and personnel, as identified below, pursuant to activation by the State and shall immediately notify the State of the inability to respond to that request.

5.2 The Participating Agency agrees to make personnel available to participate in the initial and in-service training specified by New York State. The number of personnel trained shall be sufficient to provide for the response of 2 to 4 personnel with the Equipment when activated as part of the NYS Foam Task Force and deployed by the State., To the extent possible, scheduling of required training by OFPC will be undertaken to limit overtime for participating agency career staff and consistent with the availability of volunteer staffing. At a minimum the training shall include the following:

5.2.1 Initial Training: Approximately 20 – 24 hours;

5.2.2 Annual Refresher Training: Approximately 4 – 8 hours;

5.2.3 Annual Drill or Exercise: Approximately 4 – 8 hours.

5.3 In addition to ensuring availability and participation in the annual refresher training provided by OFPC, Participating Agency agrees that it shall participate, upon reasonable advance notice, in drills, exercises or other events as requested by the State.

5.4 The Participating Agency shall ensure that there are two (2) to four (4) trained persons available at all times (24hours/7days) to respond with the pre-positioned foam trailer and Equipment within 30 minutes or less; however, it is understood and agreed that, at no time, shall there be less than two (2) trained persons available to respond. If the anticipated response time will exceed 30 minutes, the Participating agency must immediately notify OFPC in writing of the delay and the anticipated time of response. The Participating Agency acknowledges and agrees that it shall be responsible for all salaries, costs and fees associated with response or activities requested by OFPC and/or the New York State Foam Task Force.

5.5 Participating Agency agrees to be responsible to provide and make available or provide for the following:

5.5.1 All personal protective Equipment (PPE) appropriate and necessary for its personnel to respond with and operate as part of the NYS Foam Task Force, including but not limited to structural firefighting turnout gear.

5.5.2 The 1.75" and 2.5" hose required for the appliances and foam attack lines associated with each trailer (estimated 200 feet of each type).

5.5.3 Participating Agency shall provide, and Participating Agency personnel shall retain the insurance coverage and protection provided by the Participating Agency for its personnel including but not limited to, the provisions established by General Municipal Law 207-a or the Volunteer Firefighter's Benefit Law.

5.5.4 A vehicle suitable for towing the assigned foam trailer during a response and approved by OFPC in advance.

5.5.4.1 At a minimum, one (1) of the responding personnel must also be trained and experienced in towing trailers with the supplied tow vehicle.

5.5.5 Maintaining the Equipment covered under this Agreement in a state of readiness for use and response at all times (24 hours/7 days).

5.5.6 Immediate notification to OFPC in writing of any condition or issue necessitating placing the Equipment out of service or of any condition or circumstance which prevents the Participating Agency from responding with the Equipment.

5.5.6.1 Immediate written notification to OFPC of any damage to the Equipment that would require repairs.

5.5.6.2 Any damage caused during a local response will be repaired at the cost of the Participating Agency involved in the response.

5.5.7 Comply with procedures and guidelines, established by DHSES, for the activation, deployment, and operations of the Task Force.

5.6 The Parties agree that the trailer may be used by the Participating Agency, as needed, for any local response under the following conditions:

5.6.1 A local response is one in which the Participating Agency responds to an incident located within its County or any other jurisdiction pursuant to a mutual aid agreement in effect between the Participating Agency and such other jurisdiction.

5.6.2 The Participating Agency must notify OFPC in writing of all local responses undertaken within twenty-four (24) hours of the commencement of activity.

5.6.3 The Participating Agency agrees to replace any foam concentrate or supplies used in local response, as specified by OFPC.

5.6.4 The Participating Agency agrees to repair any damage or wear to the trailer or Equipment associated with or required after local use.

5.6.5 The Participating Agency shall assume all liability associated with operation or use of any loaned Equipment during any local response.

5.7 The Participating Agency shall ensure that all intended users and operators of the Equipment successfully complete the training specified and provided by the State for that purpose.

5.8 The Participating Agency understands and agrees to be solely responsible to understand any and all safety or security issues surrounding the use of the Equipment and accommodate its use according to its capabilities and limitations.

5.9 The Participating Agency understands and agrees that, on occasion, the State will perform inventory and maintenance, routine and emergency, to the Equipment, which may be conducted with advance notice or no notice at all. The Participating Agency agrees that it shall provide DHSES, OFPC and its vendors and subcontractors with reasonable time and opportunity to properly maintain the Equipment in accordance with the manufacturer's recommendations and all applicable laws and regulations.

5.9.1 Additionally, the Participating Agency shall be prepared for use of alternative Equipment during planned and unplanned out servicing. Furthermore, it is hereby understood that the State has no obligation to provide alternate Equipment to be available for local responses when Equipment is removed from service for maintenance or repairs, although it reserves the right to provide alternate Equipment to maintain NYS Foam Task Force operational capabilities if resources are available to do so.

5.10 The Participating Agency understands and agrees that the State may take back the Equipment at any time for any reason or may redeploy the Equipment if it is determined to be needed in another area as directed by DHSES. Upon notification by the state the Participating Agency must make the Equipment immediately available. DHSES shall provide reasonable advance notice, or the maximum notice possible under the circumstances, to the Participating Agency Point of Contact.

5.11 The Participating Agency agrees that DHSES reserves the right to take back the Equipment in the event of a breach of this Agreement, if the Equipment is not being used to its full potential, is being misused or has been returned for reissuance by DHSES. In the event of reissuance, the Participating Agency agrees to undertake whatever actions are reasonably requested by DHSES to return possession of the Equipment to DHSES.

5.12 The Parties acknowledge that sustaining the Equipment issued or issuing additional resources shall be contingent upon an evaluation of need by DHSES and be subject to the availability of funding. The Parties reserve the right to expand the scope of this Agreement or the type and amount of the pre-positioned Equipment provided, subject to available funding, as agreed to by both Parties, and addressed within an updated and amended agreement .

5.13 DHSES shall be responsible for the following:

5.13.1 Ordering, purchasing and accepting Equipment from the vendor;

5.13.2 Conduct routine maintenance, repair and/or replacement of Equipment resulting from response activities pursuant to State activations. Participating Agency shall be responsible for costs relating to maintenance and repair required resulting from local deployment;

5.13.3 Testing and recertification of the Equipment provided, as required;

5.13.4 Replacement of foam supplies utilized during State specified training or deployment of the Foam Task Force [as directed by the State];

5.13.5 Reimbursement of costs incurred directly by the Participating Agency as the employer, with the exception of those costs that would otherwise have been incurred by the Participating Agency (such as deployment within the jurisdiction of the Participating Agency), for the cost of backfilling to provide shift coverage, including overtime, for personnel responding pursuant to activation by the State. The reimbursement shall not exceed costs for four (4) persons, except as approved by the State Fire Administrator;

5.13.6 Providing the initial training and annual refresher training required for the use of the Equipment. Consideration will be given to reimburse backfill costs associated with participation of Participating Agency's personnel in training, drills and exercises, subject to the availability of funds.

5.13.7 Organizing drills and exercises.

5.13.8 Activation, deployment, management and operations of the New York State Foam Task Force.

6. <u>LOAN OF RESOURCES</u>

6.1 The Equipment shall be loaned exclusively to the Participating Agency only for the purposes set forth in this Agreement. No other use of the Equipment shall be authorized.

6.2 DHSES shall retain title to the Equipment loaned under this Agreement at all times.

6.3 The Participating Agency agrees that it has no claim in law or equity concerning the Equipment or associated training.

6.4 The Participating Agency agrees that it shall not sell, move or otherwise transfer the Equipment to any other party without the express written permission of DHSES.

6.5 In all instances, except where otherwise agreed to by DHSES, the Participating Agency is responsible for all costs associated with preparing, packing and transporting the Equipment, including all applicable costs. Possession, but not title, of the Equipment will pass from DHSES to the Participating Agency at the time of receipt of the Equipment. All transportation to and from the site of the Equipment and all associated costs will be covered exclusively by the Participating Agency. DHSES financial responsibility is limited to that identified in 5.13.

7. **COMPENSATION**

As compensation for loan of this Equipment, the Participating Agency shall pay DHSES a one-time administrative fee of $1.00; payment of same waived. As such, this Agreement shall not be construed to have any monetary value. The Participating Agency is responsible for peripheral and maintenance costs of the Equipment as described in this Agreement.

8. **PARTICIPATING AGENCY POINT OF CONTACT**

The Participating Agency will designate its own member Point of Contact ("Participating Agency POC") for the purpose of arranging for and the installation, maintenance and return of the Equipment to DHSES. The Participating Agency's POC shall also be responsible as a 24-hour point of contact for this Agreement and any issues arising from its existence and be responsible for maintaining the current status of the contact information. The Participating Agency Point of Contact shall be listed in Appendix B of this Agreement.

9. **DHSES POINT OF CONTACT**

State Fire Administrator
New York State Office of Fire Prevention and Control
NYS Division of Homeland Security and Emergency Services
State Office Campus
1220 Washington Ave, Building 7A
Albany, NY 12242
Office: 518-474-6746

10. **CONDITION AND MAINTENANCE OF EQUIPMENT**

10.1 DHSES will make its best effort to ensure that the Equipment loaned under this Agreement is furnished to the Participating Agency in a serviceable condition suitable for its intended use however, DHSES makes neither warranty nor guarantee of fitness of the property for any particular purpose or use.

10.2 The Participating Agency shall be responsible to receive the Equipment and certify that the Participating Agency's orientation with the Equipment occurred. Additionally, the Participating Agency shall, as appropriate, 1) provide Equipment inventory reports to DHSES upon request; 2) assist in resolving Equipment related issues, such as defective Equipment; 3) conduct any maintenance, as determined by

DHSES, in accordance with the manufacturer's recommendations and all applicable laws and regulations to assist in its operational functionality; and 4) satisfaction of any State or federal reporting requirements.

11. **EQUIPMENT SECURITY**

Upon acceptance of the Equipment, Participating Agency shall notify OFPC of the location where the Equipment is to be stored and assumes all responsibility for secure storage, maintenance, and property accountability. Any change in the storage location must receive advanced written approval by DHSES.

12. **NO THIRD-PARTY TRANSFERS**

This Agreement or the Equipment loaned hereunder shall not be transferred to any other party by the Participating Agency without the express written permission of DHSES.

13. **RETURN OF EQUIPMENT**

Except as provided in Section 4.2.1 above, upon expiration of the Agreement, the Participating Agency shall be responsible to return all Equipment to DHSES in the same condition as it was issued, less and except ordinary wear and tear caused by required training or response activities pursuant to state activations. If the Equipment is not returned, or not returned in good working order and repair, the Participating Agency may be responsible to reimburse DHSES the replacement value or repair of the Equipment, which shall be determined by the estimated replacement value for each item of Equipment listed in Appendix B.

14. **LIABILITY AND INSURANCE**

14.1 The Participating Agency shall indemnify and hold harmless the State of New York for any and all claims arising out of the local use of the Equipment, including but not limited to deployment, training, drills and exercises. DHSES does not agree to any indemnification provisions in any documents attached hereto that require DHSES or the State of New York to indemnify or hold harmless the Participating Agency or third parties.

14.2 In consideration of the Participating Agency's agreement to deploy and respond during a State activation of the Task Force, the State, subject to the availability of lawful appropriations and consistent with Section 8 of the State Court of Claims Act and Section 17 of the Public Officers Law, shall hold the Participating Agency harmless from, and indemnify it for, any final judgment of a court of competent jurisdiction to the extent attributable to the acts and omissions of its officers or employees when acting within the course and scope of their employment.

14.3 Notwithstanding anything to the contrary in this Agreement, DHSES shall not be liable to the Participating Agency for any special, consequential, or punitive damages, or loss of profits or revenues, whether such damages are alleged as a result of tort (including strict liability), Agreement, warranty, or otherwise, arising out of or relating to DHSES's acts or omissions under this Agreement. Participating Agency remains liable for direct damages attributable to their respective negligence, misconduct and omissions without limitation.

14.4 Nothing contained herein is intended limit the rights and privileges afforded to either Party by operation of law.

14.5 Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the Parties. The Participating Agency shall at all times remain an "independent Participating Agency" with respect to the efforts to be performed under this Agreement. DHSES shall not be responsible for any payment of Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Participating Agency is an independent Participating Agency.

14.6 Participating Agency shall carry general liability insurance in the amount of $1,000,000 per occurrence and $3,000,000 dollar in the aggregate. Such insurance shall remain in effect throughout the term of the Agreement.

14.6.1 The Participating Agency shall name the State of New York and DHSES as an "additional insured."

14.6.2 The Participating Agency shall provide certification of insurance to DHSES and must include: 1) the insurance policy number; 2) the name and address of the broker and title of authorized official of broker; and 3) the signature of the authorized official or broker.

14.6.3 Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee or any other between the Parties.

15. **INTERPRETATION**

This Agreement shall be interpreted according to the laws of the State of New York.

16. **NOTICES**

Any and all notifications, consents and other communications to DHSES regarding the implementation, production, or operational production or operational processes or procedures of this Contract shall be in writing. All notices permitted or required hereunder shall be in writing and shall be transmitted either:

(a) via certified or registered United States mail, return receipt requested;
(b) by facsimile transmission;
(c) by personal delivery;
(d) by expedited delivery service; or
(e) by e-mail.

17. **AMENDMENTS**

This Agreement may not be changed, altered or modified except in writing and signed by both Parties and, if required, approved by both the Attorney General and Comptroller of the State of New York.

18. **SEVERABILITY**

If any provision of this Agreement is deemed invalid or unenforceable, such determination shall have no effect on the balance of the Agreement, which shall be enforced and interpreted as if such provision was never included in the Agreement.

19. **ENTIRE AGREEMENT**

This Agreement constitutes the entire Agreement of the parties hereto and all previous communications between the parties, whether written or oral, with reference to the subject matter of this contract are hereby superseded.

IN WITNESS WHEREOF, this Agreement has been executed by a duly authorized representative of the Parties.

State Agency Certification
"In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."

ON BEHALF OF PARTICIPATING AGENCY:

Signed, ______________________________

Name: ______________________________

Title: ______________________________

ON BEHALF OF DHSES:

Signed, ______________________________

Name: ______________________________

Title: ______________________________

Participating Agency Acknowledgement for Agreement No. **DHS01-X200051-1160200**

State of New York)
)ss.
County of____________)

On this ___ day of ________________2018, before me personally came __________________ to me known, who, being by me duly sworn, did depose and say that she/he resides in __________________, that she/he is the __________________ of the municipal fire department described in and which executed the above instrument; and that she/he is duly authorized by the governing body of said municipality to sigh her/his name thereto.

____
(Signature and office of the person taking acknowledgement)

APPROVED:

For the Attorney General

By: ________________________

Date: ________________________

For the State Comptroller

By: ________________________

Date: ________________________

APPENDIX A

Standard Clauses for All New York State Contracts

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds $50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds $10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed $85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. **WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by 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 Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, Equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform

the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. **WAGE AND HOURS PROVISIONS**. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. **NON-COLLUSIVE BIDDING CERTIFICATION**. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. **INTERNATIONAL BOYCOTT PROHIBITION**. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds $5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. **SET-OFF RIGHTS**. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. **RECORDS**. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and

(iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. **IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION**. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. **EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN**. In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, Equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of $100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of $100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over $25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than $1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.
To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.
The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

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APPENDIX B

Equipment Inventory and Participating Agency Point of Contact

Quantity	Item	Estimated Replacement Value
1	Dual Tote Chariot II Foam Trailer, 330 gal totes Vehicle Identification No.: **5E7DH0828FR002794**	$39,840.01
Including:		
1	TFT Blitzfire Portable Monitor with Foam Shaper	
1	350 gpm in-line eductor	
1.	125 gpm 1.5" nozzle	
1	95 gpm in-line eductor	
1	National Foam Gladiator Tri-Flow Foam Nozzle	
1	23 gpm Foam Transfer Pump Kit	
	Misc. Fittings and Adapters	$543.50
1	Radio Controlled Monitor (RF) upgrade	$8,895.00
1	National Foam Universal Gold 1x3, 660 gallons	$28,115.74
1	Adjustable trailer hitch	$128.83
	TOTAL	$77,523.08

Participating Agency Point of Contact

Organization: City of Kingston Fire Department

Name: Mark Brown

Title: Chief

Address: 19 East O'Reilly Street, Kingston, NY 12401

Phone: (845) 331-1507

Email: mbrown@kingston-ny.gov

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

Mark Brown, Fire Chief | Steven T. Noble, Mayor

September 4, 2018

Alderman at Large James Noble
City of Kingston Common Council
420 Broadway
Kingston, NY 12401

Dear Alderman at Large Noble:

Please consider approving the attached resolution updating Agreement DHS01-X200051-1160200, Intergovernmental Memorandum of Agreement By and Between NYS Division of Homeland Security and Emergency Services, Office of Fire Prevention and Control and City of Kingston Fire Department for Temporary Loan of Fire Suppression Foam Equipment. This action is necessary every 2 years as stipulated in the contract.

Sincerely,

Mark Brown
Fire Chief

Cc: Mayor Steve Noble
Kevin Bryant, Corporation Counsel
Bill Carey, Chairman Laws and Rules

19 East O'Reilly Street · Kingston, New York 12401 · (845)331-1326 · Fax (845) 331-3252 · www.kingston-ny.gov

THE CITY OF KINGSTON COMMON COUNCIL

LAWS & RULES
COMMITTEE REPORT

DEPARTMENT Fire Department DATE 9/5/18

Description Resolution approving Agreement # DHS01-X200051-1160200 Intergovenmetal Memorandum of Agreement By and Between NYS Division of Homeland Security and Emergency Services, Office of Fire Prevention and Control and City of Kingston Fire Department for Temporary Loan of Fire Suppression Foam Equipment.

Signature

Motion by

Seconded by

Action Required:

SEQRA Decision:
Type I Action ____
Type II Action ____
Unlisted Action ____

Negative Declaration of Environmental Significance: ____

Conditioned Negative Declaration: ____

Seek Lead Agency Status: ____

Positive Declaration of Environmental Significance: ____

Committee Vote	YES	NO
Bill Carey, Chairman		
Jeffrey Ventura Morell, Ward 1		
Reynolds Scott-Childress, Ward 3		
Douglas Koop, Ward 2		
Patrick O'Reilly, Ward 7		

Resolution 146 of 2013

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK, APPROVING A POLICY FOR NAMING OF CITY PROPERTY

Sponsored By: Public Safety/General Government Committee: Alderman Carey, Dunn, Noble, Ball, Mills

WHEREAS, the Common Council of the City of Kingston is responsible for the naming of City property, such as public streets, including boulevards, avenues, drives, pedestrian and other public and private rights-of-ways, and walkways, buildings and rooms; and

WHEREAS, a policy setting forth the criteria and process by which a commemorative is added to a street or other property owned by the City needs to be approved; and

WHEREAS, it is in the best interests of the City to approve the policy; and

WHEREAS, the action is categorized under 6 NYCRR, Part 617.5 (c) (20) as Type II.

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

SECTION-1. That the Common Council hereby approves the policy as presented addressing the issue of naming of City Property, as attached hereto.

SECTION-2. That a negative declaration of environmental significance is not needed pursuant to 6 NYCRR, Part 617.5 (c) (20), Type II.

SECTION-3. This resolution shall take effect immediately.

Submitted to the Mayor this 7th day of August, 2013

Carly Williams, City Clerk

Approved by the Mayor this 9th day of August, 2013

Shayne R. Gallo, Mayor

Adopted by Council on August 6, 2013

The Common Council of the City of Kingston is responsible for the naming of City property, such as public streets, including boulevards, avenues, drives, pedestrian and other public and private rights-of-ways, and walkways, buildings, and rooms. Naming and renaming City property is often a serious, complicated, and costly matter. The purpose of the policy is to set forward appropriate criteria and a process by which a commemorative name is added to a street or other property owned by the City.

Criteria

1. It should be determined that the person being memorialized or honored meet one or more of the following criteria:
    a. Has a long- standing local or community identification with City residents.
    b. Made substantial contributions to the advancement or to the betterment of a specific area of the City or the city as a whole.
    c. Is associated to an economic development or redevelopment activity in an area that benefits the city.
    d. Had a positive impact on the lives of the City's residents.
    e. Served in the military.
    f. Volunteered for ten (10) or more years of service to the community.

2. The person or persons must have been deceased at least 6 months before an application is made. Only in rare circumstances and upon a showing of good cause may be waived

3. The location and/or building should receive broad community support and should be in an appropriate setting.

4. A written request must be provided to the Mayor. The written request shall include the requested commemorative name, the reason justifying the commemoration, the existing street number and/or name, and the location of the commemorative signage, and any information regarding requested signage, plaques, or memorial. Written permission to use the name shall by provided by family members, if they are living.

5. In the case of a commemorative name for a street:
    a. the City will provide a commemorative name to a street that does not result in a street name change;

   b. because of the potential for confusion and quantity of signs throughout the City, and the City's desire to keep additional signage to a maximum of two locations should be identified for the commemorative sign instead of adding signage along the entire length of the street; and

   c. it is encouraged that a written request be accompanied by a petition signed by recorded property owners who own structures on the street proposed for the commemoration.

6. A request for a commemorative name must be accompanied by a fee in an amount established by the Common Council. At the discretion of the Mayor, the fee may be waived or reduced.

7. The Mayor shall first review and approve the applicant's written request. If the Mayor approves the written request, then the Mayor shall submit a letter of support to the President of the Council for the Council's consideration.

8. The Council or the Mayor may require a public hearing to determine if the commemorative name is appropriate and consistent with the interests of the general public.

9. Any requests for plaques, memorials, or any City property not covered by this policy will be subject to individual consideration or addressed by any policy that is currently in place, such as the "Policy for Monuments, Memorials and Plaques in Public Spaces".

Winnie, Carly

From: Noble, James
Sent: Wednesday, September 12, 2018 12:13 PM
To: Winnie, Carly
Subject: Fwd: Hutton Park

Carly
Please refer to PS Committee . Thank you. Jim

Sent from my iPhone

Begin forwarded message:

> **From:** "Schabot, Steven" <sschabot@kingston-ny.gov>
> **Date:** September 3, 2018 at 12:13:12 PM EDT
> **To:** "Noble, James" <jnoble@kingston-ny.gov>
> **Subject: Hutton Park**
>
> Jim
> As per our conversation, we would like to dedicate the pavilion at Hutton Park in memory of Joe Hoffman. Joe was a dedicated volunteer in Kingston, served in the US Marine Corps, a member of the Kingston Baseball Hall of Fame and a long time member of the Parks and Recreation Commission. Joe passed away in November from ALS. I don't believe this structure falls under the same guidelines as a naming a building, but the Council should be advised of the plans. Perhaps a brief meeting prior to caucus next week (General Government?).
> The ceremony is scheduled for September 12th.
> Thanks
> Steve

Winnie, Carly

From: Jnoble <jnoble39@aol.com>
Sent: Sunday, September 09, 2018 8:14 PM
To: Winnie, Carly
Subject: Fwd: Proposed Kingston Municipal ID Law
Attachments: Municipal ID Law Draft 2018-09-07.docx; ATT00001.htm

Hi Carly
Please add to the Communications for Sept. Thank you. Jim

Sent from my iPhone

Begin forwarded message:

> **From:** "Scott-Childress, Reynolds" <rscott-childress@kingston-ny.gov>
> **Date:** September 7, 2018 at 6:50:58 PM EDT
> **To:** "Noble, James" <jnoble@kingston-ny.gov>, James Noble <jnoble39@aol.com>
> **Cc:** "Winnie, Carly" <cwinnie@kingston-ny.gov>, Alderman <Alderman@kingston-ny.gov>, "Bryant, Kevin" <kbryant@kingston-ny.gov>
> **Subject: Proposed Kingston Municipal ID Law**
>
> Dear President Noble,
>
> Attached please find a proposed municipal ID law for the City of Kingston. I hope you will be able to assign it to the appropriate committee for consideration in September.
>
> Best wishes,
> Rennie
>
> Reynolds J. Scott-Childress
> **Alderman, Ward 3, City of Kingston**
> (845) 616-3687 mobile

A LOCAL LAW TO ESTABLISH A MUNICIPAL IDENTIFICATION PROGRAM IN THE CITY OF KINGSTON

BE IT ENACTED, by the Common Council of the City of Kingston of the County of Ulster as follows:

SECTION 1. LEGISLATIVE FINDINGS; INTENT & PURPOSE; AUTHORITY

A. The Kingston Common Council finds that many residents of the City of Kingston are unable to obtain government-issued identification that is required to fully participate in the City of Kingston's rich society. This barrier leaves thousands of individuals — including immigrants, homeless people, transgender people, senior citizens, young people, and those who have been formerly incarcerated — without access to critical services, benefits, cultural, educational, and civic opportunities. It is the intent of the Kingston Common Council to build the City of Kingston's standing as a welcoming and inclusive center for all residents, without regard to a person's race, national origin, religion, sex, sexual orientation, gender identity, disability, immigration, housing, financial status, or other marks of distinction. Further, it is the intent of the Kingston Common Council that the municipal identification card should affirm the resident status of all City of Kingston residents.

B. Residents' lack of access to acceptable forms of identification also raises public safety concerns for the City. Residents without access to bank accounts often carry large amounts of money on their person or store it in their home making them targets for crime. In addition, residents who cannot produce proof of identity are often reluctant to report crimes to the police that they suffer or witness. Studies show that immigrant populations in particular are victimized by crime at rates similar to or greater than the general population but they report crime at lower rates than the general population. This under-reporting of crime poses a serious public safety problem and erodes the ability of law enforcement to function effectively in the City.

C. A City of Kingston identification card would serve to reduce the impact of the above mentioned conditions, improve public safety, and enable all City of Kingston residents to participate more fully in and become an integral part of the life of the community. A municipal identification card would encourage crime reporting and witness cooperation, both key elements in building a safer community. Such cards would also potentially enable more City residents to; open bank accounts, access parks or other public facilities, and receive resident discounts at local businesses, events, and arts institutions. The card could have multiple use options, for example functioning as a public transportation pass, library card, resident golf card, and parking meter card all in one. The cards would also benefit children and youth who become lost and normally possess no identification or emergency contact information and elderly citizens who no longer drive and therefore no longer possess a valid driver's license. Accordingly, it is in the best interests of its residents for the City to issue its own municipal identification card.

D. By authorizing the creation of this program, the Kingston Common Council does not intend to expand identification requirements for access to basic services or exercise of constitutional rights. The program should not be used as a proxy to require individuals to produce government-issued identification to access services and benefits where such identification is not presently required, such as registering to vote, casting a ballot, or accessing government buildings.

E. The Kingston Common Council further recognizes that transgender and gender non-conforming individuals may have particular challenges in obtaining identification cards that reflect their gender identity, due to stigma and burdensome administrative policies for changing gender on other identification documents. This increases the likelihood they will experience discrimination in seeking employment or housing, or even prevent them from participating in cultural or civic life and so it is our intention to make the program affirming to transgender and gender non-conforming residents by not requiring a gender selection, and by allowing for applicants to obtain identification that reflects their gender identity, regardless of assigned birth sex or gender designation on previously-issued identity document.

F. Finally, the Kingston Common Council seeks to preserve the safety and privacy of all City of Kingston residents. It is the intent of the Kingston Common Council that all completed applications and personal data gathered during the application process should be destroyed, besides the applicant's photograph, name, and date of birth, which should be maintained confidentially.

SECTION 2. DEFINITIONS

A. The "Kingston ID card" shall mean an identification card issued by the City of Kingston that shall, at a minimum, display the cardholder's photograph, name, date of birth, address, ID card number, and card expiration date. Such identification card shall be designed in a manner to deter fraud which may include; bar codes, serial numbers, watermarks, City Seal, or other security measures used to protect against fraud. Additionally, the card does not bestow eligibility for state or federal financial benefits, therefore significantly reducing the incentive to fraudulently obtaining an ID card.

B. "City" shall be in reference to the City of Kingston or any department, agency, board, or commission thereof.

C. "Resident" shall mean a person who can establish current residency in the City of Kingston pursuant to Section 5 of this Act.

SECTION 3. MUNICIPAL IDENTITY CARD PROGRAM

The City of Kingston City Clerk shall administer the municipal identity card program and shall promulgate all rules necessary as set by the Common Council to effectuate the purposes of this subchapter. Such office shall make applications for such card available for pick-up and submission at any agency or office where there is substantial contact with the public and shall also make applications available online.

SECTION 4. ISSUANCE OF MUNICIPAL IDENTITY CARDS

A. The Kingston ID Card shall be available to any resident of the City of Kingston age 14 years or older, regardless of the individual's race, color, creed, age, national origin, alienage or citizenship status, gender identity, sexual orientation, disability, marital status, partnership status, any lawful source of income, housing status, status as a victim of domestic violence or status as a victim of sex offenses or stalking, or conviction or arrest record, provided that such resident is able to meet the identity and residency requirements as set forth in this legislation.

B. The City of Kingston shall establish an application fee for municipal identification cards of $10 for adults and $5 for people under the age of 18 or over the age of 62. For those who cannot afford to pay set fee, the City of Kingston will allow for a hardship waiver if witnessed and authenticated documentation can be produced and adjudged to be valid by the City Clerk thereby establishing difficulty to pay.

C. The Kingston ID Card shall be valid for a period of 4 years from the date of issuance, and thereafter must be renewed in order to remain active and receive benefit with a renewal fee of $5.00.

D. The Kingston ID Card program shall be implemented within 6 months of the passage of Legislation.

SECTION 5. MUNICIPAL IDENTITY CARD ELIGIBILITY

A. Eligibility: In order to obtain a Kingston ID card an applicant must complete an application and provide documentation in order to establish proof of identity and proof of residency within the city as follows:

(1) Proof of Identity: In order to establish identity, an applicant shall be required to attain 4 points of identification by producing at least one of the following documents from LIST ONE (4 points), current or expired not more than 5 years prior to the date of the the City of Kingston ID card application OR one document from LIST TWO (3 points) along with one document from LIST THREE (1 point).

LIST ONE (4 point documents):

U.S. or foreign passport; U.S. state driver's license; U.S. state identification card; U.S. permanent resident card; a consular identification card; a photo identification card with name, address, date of birth, and expiration date issued by another country to its citizens or nationals as an alternative to a passport for re-entry to the issuing country; a national identification card with photo, name, address, date of birth, and expiration date; a foreign driver's license; U.S. or foreign military identification card; a current visa issued by a government agency. State Veterans ID with photo; U.S. Federal Government or Tribal-issued photo ID; Photo ID issued by an accredited U.S. educational institution; U.S. Union photo ID; Municipal ID.

LIST TWO (3 point documents):

U.S. Permanent Resident (Green Card); U.S. Citizenship and Naturalization Certificate; U.S. or foreign birth certificate; Birth certificate of applicant's child, issued by a State or Territory, or a locality of a State or Territory, or by the U.S. State Department, listing applicant as birth parent; Current U.S. Employment Authorization Document (EAD) or work permit issued by U.S. Citizenship and Immigration Services (USCIS) with date of birth and expiration date.

LIST THREE (1 point document):
Social Security Card; EBT Card; ITIN (Individual Taxpayer Identification Number) card or authorization letter; Voter Registration Card; U.S. school transcript from high school or post-secondary school; U. S. high school diploma, high school equivalency diploma, or U.S. post-secondary school, college or university diploma; Selective Service registration card; Prison discharge papers; Certificate of marriage, domestic partnership, civil union, divorce or dissolution of marriage, domestic partnership or civil union; Employee Identification Card from Employer Located in U.S.; Written verification issued by a social services agency or homeless shelter; Unemployment Photo ID Card.

(2) Proof of Residency: In order to establish residency, an applicant shall be required to produce at least one of the following items of which must show the applicant's name and residential address located within the city and must be dated no more than sixty days prior to the date such document is presented, unless otherwise indicated below:

a utility bill; a current residential property lease; a local property tax statement dated within one year of the date it is submitted; a local real property mortgage payment receipt; a bank account statement; proof that the applicant has a minor child currently enrolled in a school located within the city; an employment pay stub; a jury summons or court order issued by a federal or state court; a federal or state income tax or refund statement dated within one year of the date it is submitted; an insurance bill (homeowner, renter, health, life, or automobile insurance); written verification issued by a homeless shelter located within municipality that confirms at least fifteen days residency; written verification issued by a hospital, health clinic or social services agency located within the City of Kingston confirming at least fifteen days residency.

SECTION 6. APPEALS PROCESS

A. Hearing: Any refusal to issue a Kingston ID card or to renew a Kingston ID card made hereunder shall be by written notice issued by the City Clerk, or his/her designee, to the applicant. Said notice shall include a statement that the applicant is entitled to demand a hearing, provided that such demand is made in writing to the City Clerk, and such hearing shall be conducted within 30 days after the applicant or licensee's request is received by the City Clerk or his/her designee.

B. Decision: Upon receipt of a demand for a hearing, the City Clerk shall transmit such request to the City Administrator, who shall appoint a hearing officer to make a report and recommendation to the City Administrator within thirty (30) days of the date of the hearing. The City Administrator shall have the final authority to uphold, reverse or modify the decision of the City Clerk, after consideration of the hearing officer's report and recommendation.

C. Demand for hearing: Any demand for a hearing must be made in writing, within 10 days after mailing notice of the refusal of the City Clerk to issue a Kingston ID card.

SECTION 7. CONFIDENTIALITY OF MUNICIPAL ID CARD APPLICATION INFORMATION & DATA.

A. The City of Kingston shall not retain originals or copies of records provided by an applicant to prove identity or residency for a Kingston ID card; any such records must be returned to the applicant or disposed of in a timely fashion.

B. The City will retain the name, date of birth, card number, and expiration date for all IDs, giving the City the ability to prevent duplicates.

C. The City of Kingston shall not disclose information about Kingston ID card applicants to any public or private entity or individual, including federal, state, or city immigration or law enforcement entities. In the event of litigation, the City of Kingston shall defend against the disclosure of such information to the maximum extent possible under the law. This protection shall extend to the Kingston ID card application forms, information contained on those forms or obtained through the Kingston ID card application process, to the lists of individuals who hold or have applied for the Kingston ID card, and to the fact of any individual's participation in the Kingston ID card program.

SECTION 8. ACCESS TO SERVICES

A. All municipal agencies and offices, and all municipal employees, including law enforcement officers, shall accept the Kingston ID card as proof of identity and residency, excluding in cases where acceptance of the Kingston ID card is precluded by state or federal law.

B. The City of Kingston shall seek to promote and expand the benefits associated with the Kingston ID card and shall take reasonable efforts to promote the acceptance of the card by banks and other public and private institutions located within the City.

C. The City of Kingston agencies and officers shall not require the possession of a Kingston ID card where identification is not already required in order to obtain city services. Provided, however, that agencies may require the possession of a Kingston ID card to obtain benefits or privileges offered exclusively to those who possess a Kingston ID card as an incentive to apply for a municipal identity card.

D. The City of Kingston will administer and maintain reasonable and appropriate training for all municipal personnel, municipal offices, and law enforcement officers to ensure that the Kingston ID card is effectively accepted per intended use as is outlined in this legislation.

SECTION 9. LANGUAGE ASSISTANCE SERVICES

The City of Kingston shall, consistent with all federal, state and local laws, provide language assistance to applicants for the municipal identity cards to facilitate access thereto. The Common Council of the City of Kingston shall identify and implement measures, including but not limited to staff training, community outreach, and language assistance tools, to address the needs of limited English proficient individuals in the successful administration of the Kingston ID card program.

SECTION 10: COUNTERFEIT AND FRAUDULENT CARDS

It is a violation of the City of Kingston ID code under this section for any person or entity to undertake any of the following acts. A fine of no more than $100 may be imposed for each violation:

A. To knowingly present false information in the course of applying for a Kingston ID card.
B. To alter, copy, or replicate a Kingston ID card without the authority of the City of Kingston.
C. To use a Kingston ID card issued to another person, with the intent to cause a third person or entity to believe the holder of the card is the person to whom the card was issued.

SECTION 11: EFFECTIVE DATE

This Local Law shall be effective upon its filing with the Secretary of State.

SECTION 12: SEVERABILITY

The invalidity or unenforceability of any section, subsection, paragraph, sentence, clause, provision, or phrase of the aforementioned sections, as declared by the valid judgment of any court of competent jurisdiction to be unconstitutional, shall not affect the validity or enforceability of any other section, subsection, paragraph, sentence, clause, provision, or phrase, which shall remain in full force and effect.

SECTION 13: NUMBERING

It is the intention of the Common Council and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of the city of Kingston, New York, and the sections of this ordinance may be renumbered to accomplish such intention.

LOCAL LAW __ OF 2018

LOCAL LAW OF THE COMMON COUNCIL OF THE CITY OF KINGSTON, NEW YORK, AMENDING CHAPTER 172.5 – BUILDING PERMITS, OF THE CODE OF THE CITY OF KINGSTON, NEW YORK

Sponsored By: Laws & Rules Committee
Aldermen: Carey, Ventura Morell, Davis, Koop, O'Reilly

WHEREAS, Chapter 172, Building Construction, has previously been adopted and amended by Local Law; and

WHEREAS, as a result of recent developments, the City wishes to add provisions to the City Code, pertaining to excavation; and

WHEREAS, the Laws and Rules Committee of the Common Council of the City of Kingston therefore wishes to amend Chapter 172, Section 5, Subsection A(1) so as to add a provision pertaining to excavation

NOW, THEREFORE, BE IT ENACTED THAT THE CODE OF THE CITY OF KINGSTON BE AMENDED AS FOLLOWS:

Section 1: That Chapter 172 - Building Construction, Section 5 – Building Permits, Subsection A shall be replaced as follows:

*"Building permits required. Except as otherwise provided in Subsection **B** of this section, a building permit shall be required for any work which must conform to the Uniform Code and/or the Energy Code, including, but not limited to, the construction, enlargement, alteration, improvement, removal, relocation or demolition of any building or structure, or any portion thereof, or any excavation in preparation for any of the foregoing activities."*

Section 2: If any provisions of this local law are held to be unconstitutional or otherwise invalid by any court of competent jurisdiction, the remaining provisions of the local law shall remain in effect.

Section 3: This local law shall take effect upon filing with the New York State Secretary of State.

Submitted to the Mayor this _____	Approved by the Mayor this ____
day of__________________2018	day of__________________2018
CARLY WINNIE, CITY CLERK	STEVEN T. NOBLE, MAYOR

Adopted by Council on

THE CITY OF KINGSTON COMMON COUNCIL

LAWS & RULES
COMMITTEE REPORT

DEPARTMENT ____________ DATE August 15, 2018

Description Amend Section 172.5 Building Permits:
(A)(1) Building permits required. Except as otherwise provided in Subsection (B) of this section, a building permit shall be required for any work which must conform to the Uniform Code and/or the Energy Code including, but not limited to, the construction enlargement, alteration, improvement, removal, relocation or demolition of any building or structure or any portion thereof, or excavation in preparation for any of the foregoing activities.
(2) In the case of any work involving excavation, no building permit shall be issued absent referral and review by the Engineering Department pursuant to Section 353 of this code and the receipt of a written certification from the Engineering Department regarding the compliance with said section.

Signature ____________

Motion by TD

Seconded by JM

Action Required:

SEQRA Decision:
Type I Action ____
Type II Action ____
Unlisted Action ____

Negative Declaration of Environmental Significance: ____

Conditioned Negative Declaration: ____

Seek Lead Agency Status: ____

Positive Declaration of Environmental Significance: ____

Committee Vote	YES	NO
[signature] Bill Carey, Chairman	✓	
[signature] Jeffrey Ventura Morell, Ward 1	✓	
Anthony Davis / Anthony Davis Ward 6 ~~Reynolds Scott-Childress, Ward 3~~	✓	
D A Koop / Douglas Koop, Ward 2	✓	
[signature] Patrick O'Reilly, Ward 7	✓	

CITY OF KINGSTON
Common Council
commoncouncil@kingston-ny.gov

James Noble, Common Council President | Reynolds Scott-Childress, Majority Leader

August 3, 2018

President James Noble
420 Broadway
Kingston, NY 12401

Dear President Noble,

I have received complaints from my constituents regarding the excavation activity being conducted at the site of 32 Abel St. I have forwarded the constituent concerns to the appropriate departments for review and, if appropriate, action. My understanding is that the Building Safety Division has investigated each of the concerns raised and improvements have been made to the site in response to the complaints.

As I reviewed the constituent concerns with the Building Safety Division, I learned that there is currently no permit requirement in the Uniform Codes for excavating on private property and creating pits. Usually such excavation is part of a building permit. However, currently, a property owner can excavate without a Building Permit. The City therefore should create local legislation that would require an Excavation Permit when this is done separately from construction. I request that this matter be referred to the appropriate committee for discussion and action so that in the future the Building Safety Division can monitor and ensure compliance in excavation projects through a permitting process.

Sincerely,

Steve Schabot
Alderman, Ward 8

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