



City of Newburgh Council Work Session
*Sesion de trabajo del Concejal de la
Ciudad de Newburgh*

April 4, 2019
6:00 PM

Council Meeting Presentations

1. Executive Session

Proposed, pending, or current litigation.

The medical, financial, credit or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation

2. A Public Hearing will be held at the Monday, April 8, 2019 City Council Meeting regarding the Municipal ID Program

A public hearing will be held on Monday, April 8, 2019 to hear comments regarding the proposed local law enacting Chapter 60 entitled "Municipal Identification Card Program" of the Code of Ordinances of the City of Newburgh.

Engineering/Ingeniería

3. Resolution rejecting all bids associated with Phase-1B of the ADA Curb Ramp Project

Resolution rejecting all bids received in connection with the ADA Curb Ramp Rehabilitation Phase 1B Construction Project. (Jason Morris)

4. Washington Lake Gatehouse Rehabilitation Supplemental Agreement for Construction Support Services

Resolution accepting a proposal and authorizing the Interim City Manager to execute a contract with Weston & Sampson for supplemental construction phase inspection and support professional engineering services for the Washington Lake Intake Gatehouse Rehabilitation Project in the amount of \$15,000.00. (Jason Morris)

Finance/Finanza

5. Sanitation User Fee Increase

Ordinance amending Chapter 163 entitled "Fees" of the Code of the City of Newburgh. (Todd Venning & George Garrison)

Information Technology (IT) Department

6. Pitney Bowes lease renewal

Resolution authorizing the Interim City Manager to renew the lease agreement with Pitney Bowes for the postage machine in City Hall billed at \$1,092.66 per quarter for 60 months. (Todd Venning)

Planning and Economic Development/Planificación y Desarrollo Económico

7. Adoption of a Complete Streets Policy

Resolution adopting the City of Newburgh Complete Streets Policy. (Ali Church)

8. Purchase of 23-24 Williamsburg Drive

Resolution to authorize the conveyance of real property known as 23-24 Williamsburg Drive (Section 1, Block 2, Lot 12) at private sale to David Melgar and Ana M. Contreras Melgar for the amount of \$119,900.00. (Ali Church)

9. License agreement for site investigation 126, 130, 134 and 140 Carson Avenue

Resolution authorizing the Interim City Manager/City Manager to enter into a license agreement with Daniel Green to allow access to 126, 130, 134, and 140 Carson Avenue (Section 45, Block 10, Lot 16; Section 45, Block 10, Lot 18; Section 45, Block 10, Lot 20; and Section 45, Block 10, Lot 23) to conduct a site investigation. (Ali Church)

10. 145 Chambers Street - Extension of Time to Close

Resolution authorizing the extension of time to close title on the property located at 145 Chambers Street (Section 18, Block 4, Lot 17) sold at private sale to Dimas Mero. (Michelle Kelson)

Grants/Contracts/Agreements / Becas /Contratos/Convenios

11. 2020 Police Traffic Services Grant

Resolution authorizing the Interim City Manager to apply for and accept if awarded a New York State Governor's Traffic Safety Committee 2020 Police Traffic Services Program Grant in an amount not to exceed \$46,000.00 with no City Match required. (Chief Douglas Solomon)

12. LWRP Grant for Newburgh Landing \$280,000

Resolution amending Resolution No. 186-2017 of July 10, 2017 and authorizing the Interim City Manager to accept a New York State Department of State Local Waterfront Revitalization Program Grant through the 2017 Consolidated Funding Application in the amount of \$280,000.00 with a fifteen percent match for final design and permitting for the reconstruction of the Newburgh Landing Dock. (Ali Church)

13. Municipal Agreement to accept Credit Card Payments

Resolution authorizing the Interim City Manager to execute a contract with MuniPAY, LLC to allow the City of Newburgh to accept credit card and e-check transactions. (Todd Venning)

14. An Agreement to Accept Funds from OC Sheriff's Office for K9 Vehicle

Resolution authorizing the Interim City Manager to enter into an inter-municipal agreement between the County of Orange and the City of Newburgh to accept funding in the amount of \$8,076.60 to complete the explosive detection canine

vehicle. (Chief Douglas Solomon)

15. Healthy Orange Interventions Grant

Resolution authorizing the Interim City Manager to apply for and accept if awarded an Orange County Department of Health, Healthy Orange Interventions Program Grant in an amount not to exceed \$2,000.00 requiring no City match for the Healthy Orange Basketball Program (Derrick Stanton)

16. Unified Court System Agreement April 1, 2018 to March 31, 2023

Resolution authorizing the Interim City Manager to enter into an agreement with the Unified Court System for state reimbursement in an amount subject to approval by the New York State Comptroller for the period April 1, 2018 to March 31, 2023

FOR COURT CLEANING AND MINOR REPAIRS TO THE CITY COURT FACILITY

Resolutions of Support/ Resoluciones de Apoyo

17. Resolution of Support - Legal Services of the Hudson Valley

Resolution of the City Council of the City of Newburgh supporting Legal Services of the Hudson Valley's proposal to the Fund for Women and Children for a staff attorney

Discussion Items/Temas de Discusión

18. Newburgh Illuminated

Resolution to continue the sponsorship of the Newburgh Illuminated Festival.

19. Discussion on rescheduling Work Session Meeting date due to conflict with a meeting with the U.S. Air Force on April 18, 2019

RESOLUTION NO.: 77 - 2019

OF

MARCH 25, 2019

RESOLUTION SCHEDULING A PUBLIC HEARING FOR APRIL 8, 2019
TO HEAR PUBLIC COMMENT CONCERNING A LOCAL LAW ENACTING
CHAPTER 60 ENTITLED "MUNICIPAL IDENTIFICATION CARD PROGRAM"
OF THE CODE OF ORDINANCES OF THE CITY OF NEWBURGH

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that there is hereby scheduled a public hearing to receive comments concerning "A Local Law Enacting Chapter 60 entitled 'Municipal Identification Card Program' of the Code of Ordinances of the City of Newburgh"; and that such public hearing be and hereby is duly set for the next regular meeting of the Council to be held at 7:00 p.m. on the 8th day of April, 2019, in the 3rd Floor Council Chambers, 83 Broadway, City Hall, Newburgh, New York.

I, Lorene Vittek, City Clerk of the City of Newburgh,
hereby certify that I have compared the foregoing with the
original resolution adopted by the Council of the City of
Newburgh at a regular meeting held March 25, 2019
and that it is a true and correct copy of such original.

Witness my hand and seal of the City of
Newburgh this 25th day of March, 2019

Lorene Vittek
City Clerk

LOCAL LAW NO.: _____ - 2019

OF

_____, 2019

**A LOCAL LAW ENACTING CHAPTER 60 TO THE CODE OF ORDINANCES
OF THE CITY OF NEWBURGH ENTITLED
“MUNICIPAL IDENTIFICATION CARD PROGRAM”**

BE IT ENACTED, by the Council of the City of Newburgh, New York that Chapter 60 “Municipal Identification Card Program” be and is hereby enacted as follows:

SECTION 1 - TITLE

This Local Law shall be referred to as “A Local Law Enacting Chapter 60 entitled ‘Municipal Identification Card Program’ to the Code of Ordinances of the City of Newburgh”.

SECTION 2 - AMENDMENT

The Code of Ordinances of the City of Newburgh is hereby amended to enact new Chapter 60 entitled “Municipal Identification Card Program” to read as follows:

§ 60-1 Legislative findings, intent and purpose.

- A. The City Council of the City of Newburgh finds that many residents of the City of Newburgh often do not have access to various forms of identification and therefore have difficulty obtaining services, such as bank accounts, health care and access to public and government buildings. This barrier leaves thousands of individuals, including, but not limited to, immigrants, homeless persons, transgender persons, senior citizens, young people, and the formerly incarcerated, without access to critical services. It is the intent of the City Council to continue the City of Newburgh’s status as a fair and welcoming center for all residents without regard to a person’s race, national origin, religion, sex, sexual orientation, gender identity, disability, immigration, housing, or financial status.
- B. Residents’ lack of access to acceptable forms of identification also raises public safety concerns for the City of Newburgh. 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 immigrant populations report crime at lower rates than the general

population. The under-reporting of crime poses a serious public safety problem and erodes the ability of law enforcement to function effectively in the City of Newburgh.

- C. A City of Newburgh identification card would help reduce the impact of the barriers to services outlined above, improve public safety, and foster pride and participation in the community. A City of Newburgh identification card would encourage crime reporting and witness cooperation and support a safer community. A City of Newburgh identification card also could assist more City residents to open bank accounts, access public facilities, receive resident discounts when available from local businesses, events, and arts institutions. A City of Newburgh identification card would benefit children and youth who become lost and normally possess no identification or emergency contact information and elderly citizens who no longer drive and may not possess a valid driver's license. Therefore, it is in the best interests of the City of Newburgh and its residents to issue its own municipal identification card.
- D. By authorizing and creating a municipal identification card program, the City Council does not intend to expand identification requirements for access to basic services or exercise of constitutional rights. The City of Newburgh municipal identification program should not be used to require individuals to produce government-issued identification to access services and benefits where such identification is not now required, such as registering to vote or casting a ballot.

§ 60-2 Disclaimer.

The City of Newburgh is providing the City of Newburgh Municipal Identification Card for identification and access to services provided by the City of Newburgh. The City of Newburgh does not act as a guarantor or warrantor of either of the information provided by the applicant for a City of Newburgh Municipal Identification Card or of/against acts, criminal or otherwise, committed by the individual(s) while possessing or using a City of Newburgh Municipal Identification Card. The City of Newburgh does not waive any of its protections afforded under Federal, State or local laws, processing and/or issuing the City of Newburgh Municipal Identification Card.

§ 60-3 City of Newburgh Municipal Identification Card Program.

- A. The City of Newburgh hereby establishes a City of Newburgh municipal identification card program. The City of Newburgh municipal identification card shall be issued to individuals who can prove their identity and residency in accordance with the terms of this chapter. The City Clerk shall be designated to administer the City of Newburgh Municipal Identification Card Program.
- B. The City Clerk shall act as the custodian of all records an applications and undertake the development of all policies and procedures necessary to implement the City of Newburgh Municipal Identification Card Program

§ 60-4 Definitions.

CITY OF NEWBURGH or CITY means The City of Newburgh, a municipal corporation, or any department, agency, board or commission thereof.

CITY OF NEWBURGH MUNICIPAL IDENTIFICATION CARD or CITY OF NEWBURGH IDENTIFICATION CARD means an identification card issued by the City of Newburgh pursuant to Section 60-y of this Chapter.

RESIDENT means a person who can establish that he or she is a current resident of the City of Newburgh.

§ 60-5 Issuance of City of Newburgh Municipal Identification Cards.

- A. The City of Newburgh Municipal Identification Card shall be available to any resident of the City of Newburgh over the age of 14, provided that such resident is able to meet the requirements for establishing his or her identity and residency as set forth in this chapter.
- B. Applications for a City of Newburgh Municipal Identification Card shall be made on a form specified by the City Clerk. Each application for a new City of Newburgh Municipal Identification Card shall be accompanied by a fee as established in Chapter 163 "Fees" of the Code of Ordinances of the City of Newburgh.
- C. The City of Newburgh Municipal Identification Card shall display, at a minimum, the cardholder's photograph, name, date of birth, and expiration date. The City of Newburgh Municipal Identification Card shall be designed in a manner to deter fraud, which may include bar codes, serial numbers, watermarks, the City seal and/or other security measures.
- D. The City of Newburgh Municipal Identification Card shall be valid for a period of four (4) years from the date of issuance and may thereafter be renewed for a fee as established in Chapter 163 "Fees" of the Code of Ordinances of the City of Newburgh. A City of Newburgh Municipal Identification Card may be replaced or information changed for a fee established in Chapter 163 "Fees" of the Code of Ordinances of the City of Newburgh.
- E. Fees for any new, renewed, or replacement City of Newburgh Municipal Identification Card may be waived by the City Clerk based on information presented with the application and approved by the City Manager.
- F. The City Clerk may require applicants to schedule an appointment for the purpose of the orderly administration of the City of Newburgh Municipal Identification Card Program.

§ 60-6 City of Newburgh Municipal Identification Card eligibility

In order to obtain a City of Newburgh Municipal Identification Card, an applicant must establish proof of identity and proof of residency within the City of Newburgh. The City of Newburgh

Municipal Identification Card Program shall implement the following point system to determine whether applicants are able to prove identity and residency in the City of Newburgh. A total of 5 points of proof are required. An applicant must attain 4 points of identification and 1 point of residency. All documents submitted must be original or certified copies and bear the required state and/or municipal seals. If the applicant is a minor, the proof must be submitted on behalf of said minor by the applicant's parent(s), legal guardian, or by a court of competent jurisdiction.

A. Proof of identity. In order to establish identity, an applicant shall be required to attain four points of identification by producing at least one of the following document from List One (four points), current or expired not more than five years prior to the date of the City of Newburgh Municipal Identification Card application, or one document from List Two (three points) along with one document from List Three (one point).

1. List one (four-point documents): United States or foreign birth certificate; United States or foreign passport; United States state driver's license; United States state identification card; United States 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 reentry to the issuing country; a national identification card with photo, name, date of birth, and expiration date; a foreign driver's license; United States or foreign military identification card; a current visa issued by a government agency.
2. List Two (three-point documents): United States citizenship and naturalization certificate; United States federal government or tribal-issued photo ID; state veterans ID with photo.
3. List Three (one-point document): social security card; EBT card; high school or college diploma; ITIN (individual taxpayer identification number) card or authorization letter (must be accompanied by an ID with a photograph); voter registration card.

B. Proof of residency. In order to establish residency, an applicant shall be required to produce at least one of the following items which must show the applicant's name and residential address located within the City of Newburgh and must be dated no more than 60 days prior to the date such document is presented, unless otherwise indicated below:

1. A utility bill;
2. A current residential property lease;
3. A local property tax statement dated within one year of the date it is submitted;
4. A local real property mortgage payment receipt;
5. A bank account statement;
6. Proof that the applicant has a minor child currently enrolled in a school located within the Newburgh Enlarged City School District based on a City of Newburgh address;
7. An employment pay stub;
8. A jury summons or court order issued by a federal or state court;

9. A federal or state income tax or refund statement dated within one year of the date it is submitted;
10. An insurance bill dated within one year of the date it is submitted (homeowner, renter, health, life, or automobile insurance);
11. Written verification issued by a homeless shelter located within the municipality that confirms at least 15 days' residency;
12. Written verification issued by a hospital, health clinic or social services agency located within the City of Newburgh confirming at least 15 days' residency.

§ 60-7 Confidentiality

- A. The records relating to the application and issuance of City of Newburgh Municipal Identification Card shall be maintained in accordance with the law.
- B. The City of Newburgh will make the best efforts to protect the confidentiality of all City of Newburgh Municipal Identification Card applicants to the maximum extent allowable by federal and state law.
- C. The City of Newburgh shall not disclose information obtained from an applicant for a City of Newburgh Municipal Identification Card to any public or private entity or individual, including federal, state, or city immigration or law enforcement entities, unless:
 1. Authorized in writing by the individual to whom such information pertains, or if such individual is a minor or is otherwise not legally competent, by such individual's parent or legal guardian; or
 2. So-ordered by a court of competent jurisdiction whose decisions are binding on the City of Newburgh; or
 3. Requested by a City of Newburgh department for the limited purpose of administering the program or determining the applicant's eligibility for additional benefits, services, or care, provided that such disclosure complies with all applicable federal and state privacy laws and regulations.
- D. The City Clerk's office shall not retain original or copies of documents provided by an applicant to prove identity or residence when applying for a City of Newburgh Municipal Identification Card. The City Clerk's office nor will not retain any listing of such documents. Any documentation provided by the applicant during the application process shall be immediately returned to the applicant after the City of Newburgh Municipal Identification Card is printed. A statement will be included on the application form indicating that the City Clerk's office has reviewed the applicable documentation submitted by the applicant, and such official in the City Clerk's office will initial the application showing that the qualifying documentation has been submitted, but not retained, in connection with the application.

§ 60-8 Access to services

- A. All City of Newburgh municipal departments, agencies and offices, and appropriate municipal employees, including law enforcement officers, may accept the City of Newburgh Municipal Identification Card as proof of identity and residency, except where acceptance of the City of Newburgh Municipal Identification Card is prohibited by or conflicts with state or federal law.
- B. The City may take reasonable efforts to publicize the benefits and promote the acceptance of the City of Newburgh Municipal Identification Card within the City of Newburgh.
- C. The City of Newburgh municipal, departments, agencies, employees, and offices may not require the possession of a City of Newburgh Municipal Identification Card where identification is not already required in order to obtain City services; provided, however, that the City of Newburgh municipal departments, agencies, employees, and offices may require the possession of a City of Newburgh Municipal Identification Card to obtain benefits or privileges offered exclusively to those who possess a City of Newburgh Municipal Identification Card as an incentive to apply for the municipal identity card.
- D. The City will train appropriate municipal personnel, municipal offices, and law enforcement officers to ensure that the City of Newburgh Municipal Identification Card is effectively accepted for its intended use as is outlined in this chapter.

§ 60-9 Language assistance

The City may, consistent with all federal, state and local laws, use reasonable efforts to provide language assistance to applicants for the City of Newburgh Municipal Identification Card to facilitate access thereto. The City may use reasonable efforts to interpret foreign documents but applicants are responsible to provide translation of documents used to support an application for the City of Newburgh Municipal Identification Card.

§ 60-10 Violations; penalties for offenses

It is a violation of this chapter 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 City of Newburgh Municipal Identification Card.
- B. To alter, copy, or replicate a City of Newburgh Municipal Identification Card without the authority of the City.
- C. To use a City of Newburgh Municipal Identification 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 4 - SEVERABILITY

The provisions of this Local Law are separable and if any provision, clause, sentence, section, subsection, word or part thereof is held to be illegal, invalid, or unconstitutional, or inapplicable to any person or circumstance, such illegality, invalidity, or unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this Local Law or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this Local Law would have been adopted is such illegal, invalid, or unconstitutional provision, clause, sentence, subsection, word or part had not been included therein, and if such person or circumstance to which the Local Law or part here of is held inapplicable had been specifically exempt therefrom.

SECTION 5 - CODIFICATION

It is the intention of the City Council of the City of Newburgh and it is hereby enacted that the provisions of this Local Law shall be included in the Code of Ordinances of the City of Newburgh; that the sections and subsections of this Local Law may be re-numbered and/or re-lettered by the codifier to accomplish such intention; that the term "Local Law" shall be changed to "Chapter", "Section", or other appropriate word as required for codification; and that any such rearranging of the numbering and/or lettering and editing shall not affect the validity of this Local Law or the provisions of the Code of Ordinances affected thereby.

SECTION 6 - VALIDITY

The invalidity of any provision of this Local Law shall not affect the validity of any other provision of this Local Law that can be given effect without such invalid provision.

SECTION 7 - EFFECTIVE DATE

This Local Law and shall be effective on _____, 2019 and after the filing in the Office of the New York State Secretary of State in accordance with the provisions of New York State Municipal Home Rule Law.

ORDINANCE NO.: _____ - 2019

OF

_____, 2019

AN ORDINANCE AMENDING CHAPTER 163
ENTITLED "FEES" OF THE CODE
OF THE CITY OF NEWBURGH

BE IT ORDAINED by the City Council of the City of Newburgh that:

Section 1. Chapter 163 entitled "Fees" of the Code of the City of Newburgh be and hereby is amended as follows:

§ 163-1. Schedule of Code Fees.

Code Section	Type of Fee	Amount
<u>Chapter 60, Municipal Identification Card Program</u>		
<u>§ 60-5</u>	<u>Application fee</u>	<u>\$10.00 (adult)</u> <u>\$5.00 (under 18 or over 62,</u> <u>veteran, disabled)</u>
	<u>Renewal fee</u>	<u>\$5.00</u>
	<u>Replacement or change of information fee</u>	<u>\$5.00</u>

Section 2. This ordinance shall take effect on _____ and upon the filing of Local Law No. -2019 of _____, 2019 in the Office of the New York State Secretary of State in accordance with the provisions of New York State Municipal Home Rule Law.

Underlining denotes additions.
~~Strikethrough~~ denotes deletions.

RESOLUTION NO.: _____ - 2019

OF

APRIL 8, 2019

**A RESOLUTION REJECTING ALL BIDS RECEIVED IN CONNECTION WITH
THE ADA CURB RAMP REHABILITATION PHASE 1B CONSTRUCTION PROJECT**

WHEREAS, the City of Newburgh duly advertised for bids in connection with the ADA Curb Ramp Rehabilitation Phase 1B Construction Project (the “Project”); and

WHEREAS, one (1) bid was duly received and opened; and

WHEREAS, upon review of the bid it has been determined that the cost of the Project will exceed appropriated and available funding; and

WHEREAS, this Council has determined that rejecting all bids for the Project is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that all bids received in connection with the ADA Curb Ramp Rehabilitation Phase 1B Construction Project be and are hereby rejected.

RESOLUTION NO.: _____ - 2019

OF

APRIL 8, 2019

**A RESOLUTION ACCEPTING A PROPOSAL AND AUTHORIZING
THE INTERIM CITY MANAGER TO EXECUTE A CONTRACT WITH
WESTON & SAMPSON FOR SUPPLEMENTAL CONSTRUCTION PHASE INSPECTION
AND SUPPORT PROFESSIONAL ENGINEERING SERVICES FOR
THE WASHINGTON LAKE INTAKE GATEHOUSE REHABILITATION PROJECT
IN THE AMOUNT OF \$15,000.00**

WHEREAS, by Resolution No. 182-2015 of July 13, 2015, the City Council of the City of Newburgh approved the 2015 Capital Plan as proposed and further authorized the City Manager and the City Comptroller to take appropriate action to secure financing and to implement the 2015 Capital Plan; and

WHEREAS, by Resolution No. 38-2016 of February 22, 2016, the City Council of the City of Newburgh approved the financing of Water System Improvements including the Washington Lake Intake Gatehouse Rehabilitation Project (the "Project"); and

WHEREAS, by Resolution No. 226-2017 of December 11, 2017, the City Council authorized the City Manager to accept a proposal and execute a contract with Weston & Sampson, PE, LS, LA, PC, for professional engineering services in connection with the Project in an amount not to exceed \$14,500.00; and

WHEREAS, by Resolution No. 64-2019 of March 25, 2019, the City Council declared the Project to be Type II under the State Environmental Quality Review Act and by Resolution No. 65-2019 of March 25, 2019 awarded a bid and authorized the Interim City Manager to execute a contract with Doyle Contracting, Inc. for a lump sum project cost of \$365,700.00 with an additional Add Alternate No. 1 in an amount of \$54,000.00 for a total Project cost of \$419,700.00; and

WHEREAS, the City has received a proposal from Weston & Sampson, PE, LS, LA, PC, to provide supplemental construction phase inspection and professional engineering support services for the Project in the amount of \$15,000.00 and the funds shall be derived from HF1.8320.0200.8113.2016;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Interim City Manager/City Manager be and he hereby is authorized to accept a proposal and execute a contract with Weston & Sampson, PE, LS, LA, PC, for supplemental construction phase inspection and professional engineering support services in connection with the Washington Lake Intake Gatehouse Rehabilitation Project in the amount of \$15,000.00.

March 22, 2019

Mr. Chad Wade, RLA
Assistant City Engineer
City of Newburgh
83 Broadway
Newburgh, New York 12550

Weston & Sampson, PE, LS, LA, PC
Heritage Executive Suites, 2537 Route 52, Building 3, Suite 1,
Hopewell Junction, NY 12533
Tel: 845.454.3344

Re: **Washington Lake Gatehouse Rehabilitation
Proposal for Supplemental Construction Inspection/Support Services**

Dear Mr. Wade:

Weston & Sampson is pleased to submit this proposal to provide supplemental construction phase inspection and support services for the Rehabilitation of the Washington Lake Gatehouse. We understand that the City will be providing day to day construction oversight and management but that from time to time, due to the demands of this and other ongoing projects on City staff, the City may require supplemental construction observation/inspection staff for this project. In addition, there may be technical issues that come up that require additional input and coordination with the design engineer as the work is performed. This work is expected to be performed on an "On-Call" basis and, as such, a specific level of effort is not known. Therefore, we propose to perform the supplemental inspection and the "On-Call" technical coordination work on an hourly rate basis plus expenses as indicated on the rate schedule presented herein. Hourly rate billing for on-site inspection/observation services will be for the time on site only and shall not include travel time to and from the site. Mileage to and from the site is billable.

Proposed Hourly Rate Schedule

Invoices will include a summary of hours by employee name/grade and a brief description of the work performed by each.

Schedule of Rates

On-Call Contract Billing Grades	Hourly Billing Rates
Engineer of Record	\$215.00
Team Leader	\$165.00
Senior Design Engineer	\$150.00
Project Engineer	\$135.00
Senior Inspector	\$95.00
Junior Inspector	\$75.00
CAD Technician	\$95.00
ADMIN	\$80.00

MISCELLANEOUS EXPENSES

- General photocopying/reproduction/printing – no charge
- Production/photocopying of construction documents – cost only
- Printing – outside services – cost only
- Mileage reimbursement – Federal Reimbursement Rate

- All other outside expenses – cost plus 10%

For budgetary purposes, we have prepared a preliminary level of effort estimate assuming that our Senior Design Engineer for this project will make the equivalent of one full-day site visit a week for a twelve-week construction period. Therefore, we recommend allocating \$15,000 for this task. The actual staff levels utilized and the level of effort may differ from that assumed for costing purposes. Weston & Sampson will notify the City if we believe that additional funds will be necessary based on the progress of the work and the level of services being requested. All other terms and condition of the original contract remain in effect.

Authorization

To accept this proposal please sign and return one copy of this proposal to us.

We look forward to continuing to assist the City with this project. If you have any questions, please contact me at 845-454-3344.

Sincerely,
WESTON & SAMPSON, PE, LS, LA, PC



Carl W. Stone, PE BCEE
Senior Technical Leader

ACCEPTED FOR
City of Newburgh by:

(signature)

Name: _____

Title: _____

Date: _____

ORDINANCE NO.: _____ - 2019

OF

APRIL 8, 2019

AN ORDINANCE AMENDING CHAPTER 163
ENTITLED "FEES" OF THE CODE
OF THE CITY OF NEWBURGH

BE IT ORDAINED by the City Council of the City of Newburgh that:

Section 1. Chapter 163 entitled "Fees" of the Code of the City of Newburgh be and hereby is amended as follows:

§ 163-1. Schedule of Code Fees.

Code Section	Type of Fee	Amount
§ C9.33	Sanitation stop fee	\$4.26 <u>2.75</u> per stop per tax lot, whether or not a building is erected thereon
	Dwelling unit fee	\$25.58 <u>16.50</u> per month per dwelling unit

Section 2. This ordinance shall take effect on July 1, 2019.

Underlining denotes additions.
~~Strikethrough~~ denotes deletions.

RESOLUTION NO.:_____ - 2019

OF

APRIL 8, 2019

**A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER
TO RENEW THE LEASE AGREEMENT WITH PITNEY BOWES
FOR THE POSTAGE MACHINE IN CITY HALL
BILLED AT \$1,092.66 PER QUARTER FOR 60 MONTHS**

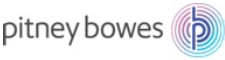
WHEREAS, the City of Newburgh proposes to renew a lease agreement with Pitney Bowes for the postage machine in City Hall; and

WHEREAS, the terms of the renewal lease agreement provide for a quarterly billing in the amount of \$1,092.66 for a period of 60 months with funding to be derived from A.1670.400; and

WHEREAS, entering into a new lease will yield a total savings of \$526.80; and

WHEREAS, this Council has reviewed such lease agreement and finds that the execution of such lease agreement is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Interim City Manager/City Manager be and he is hereby authorized to enter into a lease agreement with Pitney Bowes, in substantially the same form as annexed hereto and subject to such other terms and conditions as may be required by Counsel, to renew the lease for the postage machine for City Hall.



State and Local Term Rental

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Agreement Number

Your Business Information

Full Legal Name of Lessee / DBA Name of Lessee	Tax ID # (FEIN/TIN)
CITY OF NEWBURGH CITY HALL - COMPTROLLERS OFC	146002329

Sold-To: Address
83 BROADWAYFL 2, NEWBURGH, NY, 12550-5617, US

Sold-To: Contact Name	Sold-To: Contact Phone #	Sold-To: Account #
Nicholas Crispino	8455697324	0012431957

Bill-To: Address
83 BROADWAYFL 2, NEWBURGH, NY, 12550-5617, US

Bill-To: Contact Name	Bill-To: Contact Phone #	Bill-To: Account #	Bill-To: Email
Nicholas Crispino	8455697324	0012431957	it@cityofnewburgh-ny.gov

Ship-To: Address
83 BROADWAYFL 2, NEWBURGH, NY, 12550-5617, US

Ship-To: Contact Name	Ship-To: Contact Phone #	Ship-To: Account #
Nicholas Crispino	8455697324	0012431957

PO #

Your Business Needs

Qty	Item	Business Solution Description
1	SENDPROPSERIES	SendPro P Series
1	1FS1	USPS Special Services Software
1	1FWW	10 lb Interfaced Weighing (unit)
1	4W00	Connect+ /SendPro P Series Meter
1	APA2	100 Dept Analytics
1	APK2	SendPro P Series Basic Label Printer Pac
1	APKE	SendPro P Receiving Feature
1	APKF	SendPro P Shipping Feature Access
1	APSA	CONNECT+ 145 LPM SPEED
1	AZBA	SendPro P1000 Series
1	AZBE	SendPro P Series Mono Print Module
1	ERB1	eReturn Receipt Subscription - P Series
1	ERR1	E-Return Receipt Feature
1	M9SS	Mailstream Intellilink Services

1	ME1C	Meter Equipment - P Series, LV
1	MSD1	10" Color Touch Display
1	MW90007	SendPro P Series Drop Stacker
1	MW96000	Weighing Platform
1	MW97182	Wireless LAN Adapter
1	NV10	INVIEW TMR Web Acct Bundle Single only
1	NV90	NV90 - INVIEW Subscription
1	NVMA	NVMA - INVIEW Dashboard - Single Meter
1	PTJ1	Postal Shipping
1	PTJN	Single User Access
1	PTJR	50 User Access with Hardware or Meter
1	PTK1	Web Browser Integration
1	PTK3	SendPro P Series Meter Integration
1	SBDS	Barcode Scanner
1	SJM1	SoftGuard for SendPro P1000
1	STDSLA	Standard SLA-Equipment Service Agreement (for SendPro P Series)
1	T6CS	Receiving - Standard

Your Payment Plan

Initial Term: 60 months		Initial Payment Amount:	
Number of Months	Monthly Amount	Billed Quarterly at*	
60	\$ 364.22	\$ 1,092.66	

**Does not include any applicable sales, use, or property taxes which will be billed separately.*

- ☐ Tax Exempt Certificate Attached
 ☐ Tax Exempt Certificate Not Required

☒ Purchase Power[®] transaction fees included
 ☐ Purchase Power[®] transaction fees extra

Your Signature Below

Non-Appropriations. You warrant that you have funds available to make all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to make all payments in each subsequent fiscal period through the end of your lease term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to make the payments is denied, you may terminate this lease on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue this lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the equipment at your expense.

By signing below, you agree to be bound by all the terms of this Agreement, including the Pitney Bowes Terms (Version 1/19), which are available at <http://www.pb.com/statelocalloptterms> and are incorporated by reference. The term lease will be binding on us after we have completed our credit and documentation approval process and have signed below. If software is included in the Order, additional terms apply which are available by clicking on the hyperlink for that software located at <http://www.pitneybowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html>. Those additional terms are incorporated by reference.

Not Applicable
State/Entity's Contract#

Lessee Signature

Print Name

Title

Date

Email Address

Pitney Bowes Signature

Print Name

Title

Date

Sales Information

Brian Griffin	brian.griffin@pb.com	
Account Rep Name	Email Address	PBGFS Acceptance

**Information Return for Small Tax-Exempt
Governmental Bond Issues, Leases, and Installment Sales****Under Internal Revenue Code section 149(e)**

OMB No. 1545-0720

Caution: If the issue price of the issue is \$100,000 or more, use Form 8038-G.**Part I Reporting Authority**Check box if **Amended Return** ☐

1 Issuer's name CITY OF NEWBURGH CITY HALL - COMPTROLLERS OFC	2 Issuer's employer identification number 146002329
3 Number and street (or P.O. box if mail is not delivered to street address) 83 BROADWAY FL 2	Room/suite
4 City, town, or post office, state, and ZIP code NEWBURGH NY 12550-5617	5 Report number (For IRS Use Only)
6 Name and title of officer or other employee of issuer or designated contact person whom the IRS may call for more information	7 Telephone number of officer or legal representative

Part II Description of Obligations Check one: a single issue ☒ or a consolidated return ☐

8a Issue price of obligation(s) (see instructions)	8a	
b Issue date (single issue) or calendar date (consolidated). Enter date in mm/dd/yyyy format (for example, 01/01/2009) (see instructions)		
9 Amount of the reported obligation(s) on line 8a that is:	9a	
a For leases for vehicles	9b	
b For leases for office equipment	9c	
c For leases for real property	9d	
d For leases for other (see instructions)	9e	
e For bank loans for vehicles	9f	
f For bank loans for office equipment	9g	
g For bank loans for real property	9h	
h For bank loans for other (see instructions)	9i	
i Used to refund prior issue(s)	9j	
j Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank)	9k	
k Other		
10 If the issuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check this box		☐
11 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box (see instructions)		☐
12 Vendor's or bank's name: <u>Pitney Bowes Inc.</u>		
13 Vendor's or bank's employer identification number: <u>06 0495050</u>		

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person(s) that I have authorized above.

Signature of issuer's authorized representative

Date

Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
Firm's name	Firm's EIN			
Firm's address	Phone no.			

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted

What's New

The IRS has created a page on IRS.gov for information about the Form 8038 series and its instructions, at www.irs.gov/form8038. Information about any future developments affecting the Form 8038 series (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

Form 8038-GC is used by the issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

Who Must File

Issuers of tax-exempt governmental obligations with issue prices of less than \$100,000 must file Form 8038-GC.

Issuers of a tax-exempt governmental obligation with an issue price of \$100,000 or more must file Form 8038-G, Information Return for Tax-Exempt Governmental Obligations.

Filing a separate return for a single issue.

Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than \$100,000.

An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to

pay a penalty in lieu of arbitrage rebate (see the line 11 instructions).

Filing a consolidated return for multiple issues.

For all tax-exempt governmental obligations with issue prices of less than \$100,000 that are not reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.

Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, if the issue is a construction issue, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.

When To File

To file a separate return for a single issue, file Form 8038-GC on or before the 15th day of the second calendar month after the close of the calendar quarter in which the issue is issued.

To file a consolidated return for multiple issues, file Form 8038-GC on or before February 15th of the calendar year following the year in which the issue is issued.

Late filing. An issuer may be granted an extension of time to file Form 8038-GC under section 3 of Rev. Proc. 2002-48, 2002-37 I.R.B. 531, if it is determined that the failure to file on time is not due to willful neglect. Type or print at the top of the form, "Request for Relief under section 3 of Rev. Proc. 2002-48." Attach to the Form 8038-GC a letter briefly stating why the form was not submitted to the IRS on time. Also indicate whether the obligation in question is under examination by the IRS. Do not submit copies of any bond documents, leases, or installment sale documents See *Where To File next*.

Where To File

File Form 8038-GC, and any attachments, with the Department of the Treasury, Internal Revenue Service Center, Ogden, UT 84201.

Private delivery services. You can use certain private delivery services designated by the IRS to meet the "timely mailing as timely filing/paying" rule for tax returns and payments. These private delivery services include only the following:

- DHL Express (DHL): DHL Same Day Service.
- Federal Express (FedEx): FedEx Priority Overnight, FedEx Standard Overnight, FedEx 2Day, FedEx International Priority, and FedEx International First.
- United Parcel Service (UPS): UPS Next Day Air, UPS Next Day Air Saver, UPS 2nd Day Air, UPS 2nd Day Air A.M., UPS Worldwide Express Plus, and UPS Worldwide Express.

The private delivery service can tell you how to get written proof of the mailing date.

Other Forms That May Be Required

For rebating arbitrage (or paying a penalty in lieu of arbitrage rebate) to the Federal Government, use Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate. For private activity bonds, use Form 8038, Information Return for Tax-Exempt Private Activity Bond Issues.

For a tax-exempt governmental obligation with an issue price of \$100,000 or more, use Form 8038-G.

Rounding to Whole Dollars

You may show the money items on this return as whole-dollar amounts. To do so, drop any amount less than 50 cents and increase any amount from 50 to 99 cents to the next higher dollar

Definitions

Obligations. This refers to a single tax-exempt governmental obligation if Form 8038-GC is used for separate reporting or to

multiple tax-exempt governmental obligations if the form is used for consolidated reporting.

Tax-exempt obligation. This is any obligation including a bond, installment purchase agreement, or financial lease, on which the interest is excluded from income under section 103.

Tax-exempt governmental obligation. A tax exempt obligation that is not a private activity bond (see below) is a tax-exempt governmental obligation. This includes a bond issued by a qualified volunteer fire department under section 150(e).

Private activity bond. This includes an obligation issued as part of an issue in which:

- More than 10% of the proceeds are to be used for any private activity business use, and
- More than 10% of the payment of principal or interest of the issue is either (a) secured by an interest in property to be used for a private business use (or payments for such property) or (b) to be derived from payments for property (or borrowed money) used for a private business use.

It also includes a bond, the proceeds of which (a) are to be used to make or finance loans (other than loans described in section 141(c)(2)) to persons other than governmental units and (b) exceeds the lesser of 5% of the proceeds or \$5 million.

Issue. Generally, obligations are treated as part of the same issue only if they are issued by the same issuer, on the same date, and as part of a single transaction, or a series of related transactions. However, obligations issued during the same calendar year (a) under a loan agreement under which amounts are to be advanced periodically (a "draw-down loan") or (b) with a term not exceeding 270 days, may be treated as part of the same issue if the obligations are equally and ratably secured under a single indenture or loan agreement and are issued under a common financing arrangement (for example, under the same official statement periodically updated to reflect changing factual circumstances). Also, for obligations issued under a draw-down loan that meets the requirements of the preceding sentence, obligations issued during different calendar years may be treated as part of the same issue if all of the amounts to be advanced under the draw-down loan are reasonably expected to be advanced within 3 years of the date of issue of the first obligation. Likewise, obligations (other than private activity bonds) issued under a single agreement that is in the form of a lease or installment sale may be treated as part of the same issue if all of the property covered by that agreement is reasonably expected to be delivered within 3 years of the date of issue of the first obligation.

Arbitrage rebate. Generally, interest on a state or local bond is not tax-exempt unless the issuer of the bond rebates to the United States arbitrage profits earned from investing proceeds of the bond in higher yielding nonpurpose investments. See section 148(f).

Construction issue. This is an issue of tax-exempt bonds that meets both of the following conditions:

1. At least 75% of the available construction proceeds of the issue are to be used for construction expenditures with respect to property to be owned by a governmental unit or a 501(c)(3) organization, and

2. All of the bonds that are part of the issue are qualified 501(c)(3) bonds, bonds that are not private activity bonds, or private activity bonds issued to finance property to be owned by a governmental unit or a 501(c)(3) organization.

In lieu of rebating any arbitrage that may be owed to the United States, the issuer of a construction issue may make an irrevocable election to pay a penalty. The penalty is equal to 1-1/2% of the amount of construction proceeds that do not meet certain spending requirements. See section 148(f)(4)(C) and the Instructions for Form 8038-T.

Specific Instructions

In general, a Form 8038-GC must be completed on the basis of available information and reasonable expectations as of the date of issue. However, forms that are filed on a consolidated basis may be completed on the basis of information readily available to the issuer at the close of the calendar year to which the form relates, supplemented by estimates made in good faith.

Part I—Reporting Authority

Amended return. An issuer may file an amended return to change or add to the information reported on a previously filed return for the same date of issue. If you are filing to correct errors or change a previously filed return, check the "Amended Return" box in the heading of the form.

The amended return must provide all the information reported on the original return, in addition to the new corrected information. Attach an explanation of the reason for the amended return and write across the top "Amended Return Explanation."

Line 1. The issuer's name is the name of the entity issuing the obligations, not the name of the entity receiving the benefit of the financing. In the case of a lease or installment sale, the issuer is the lessee or purchaser.

Line 2. An issuer that does not have an employer identification number (EIN) should apply for one on Form SS-4, Application for Employer Identification Number. You can get this form on the IRS website at IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676). You may receive an EIN by telephone by following the instructions for Form SS-4.

Lines 3 and 4. Enter the issuer's address or the address of the designated contact person listed on line 6. If the issuer wishes to use its own address and the issuer receives its mail in care of a third party authorized representative (such as an accountant or attorney), enter on the street address line "C/O" followed by the third party's name and street address or P.O. box. Include the suite, room, or other unit number after the street address. If the post office does not deliver mail to the street address and the issuer has a P.O. box, show the box number instead of the

street address. If a change in address occurs after the return is filed, use Form 8822, Change of Address, to notify the IRS of the new address.

Note. The address entered on lines 3 and 4 is the address the IRS will use for all written communications regarding the processing of this return, including any notices. By authorizing a person other than an authorized officer or other employee of the issuer to communicate with the IRS and whom the IRS may contact about this return, the issuer authorizes the IRS to communicate directly with the individual listed on line 6, whose address is entered on lines 3 and 4 and consents to disclose the issuer's return information to that individual, as necessary, to process this return.

Line 5. This line is for IRS use only. Do not make any entries in this box.

Part II—Description of Obligations

Check the appropriate box designating this as a return on a single issue basis or a consolidated return basis.

Line 8a. The issue price of obligations is generally determined under Regulations section 1.148-1(b). Thus, when issued for cash, the issue price is the price at which a substantial amount of the obligations are sold to the public. To determine the issue price of an obligation issued for property, see sections 1273 and 1274 and the related regulations.

Line 8b. For a single issue, enter the date of issue (for example, 03/15/2010 for a single issue issued on March 15, 2010), generally the date on which the issuer physically exchanges the bonds that are part of the issue for the underwriter's (or other purchaser's) funds; for a lease or installment sale, enter the date interest starts to accrue. For issues reported on a consolidated basis, enter the first day of the calendar year during which the obligations were issued (for example, for calendar year 2010, enter 01/01/2010).

Lines 9a through 9h. Complete this section if property other than cash is exchanged for the obligation, for example, acquiring a police car, a fire truck, or telephone equipment through a series of monthly payments. (This type of obligation is sometimes referred to as a "municipal lease.") Also complete this section if real property is directly acquired in exchange for an obligation to make periodic payments of interest and principal.

Do not complete lines 9a through 9d if the proceeds of an obligation are received in the form of cash even if the term "lease" is used in the title of the issue. For lines 9a through 9d, enter the amount on the appropriate line that represents a lease or installment purchase. For line 9d, enter the type of item that is leased. For lines 9e through 9h, enter the amount on the appropriate line that represents a bank loan. For line 9h, enter the type of bank loan.

Lines 9i and 9j. For line 9i, enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any other issue of bonds, including proceeds that will be used to fund an escrow account for this purpose. Several lines may apply to a particular obligation. For example, report on lines 9i and 9j obligations used to refund prior issues which represent loans from the proceeds of another tax-exempt obligation.

Lines 9k. Enter on line 9k the amount on line 8a that does not represent an obligation described on lines 9a through 9j

Line 10. Check this box if the issuer has designated any issue as a "small issuer exception" under section 265(b)(3)(B)(i)(III).

Line 11. Check this box if the issue is a construction issue and an irrevocable election to pay a penalty in lieu of arbitrage rebate has been made on or before the date the bonds were issued. The penalty is payable with a Form 8038-T for each 6-month period after the date the bonds are issued. Do not make any payment of penalty in lieu of rebate with Form 8038-GC. See Rev. Proc. 92-22, 1992-1 C.B. 736, for rules regarding the "election document."

Line 12. Enter the name of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple vendors or banks, the issuer should attach a schedule.

Line 13. Enter the employer identification number of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple vendors or banks, the issuer should attach a schedule.

Signature and Consent

An authorized representative of the issuer must sign Form 8038-GC and any applicable certification. Also print the name and title of the person signing Form 8038-GC. The authorized representative of the issuer signing this form must have the authority to consent to the disclosure of the issuer's return information, as necessary to process this return, to the person(s) that has been designated in this form.

Note. If the issuer authorizes in line 6 the IRS to communicate with a person other than an officer or other employee of the issuer, (such authorization shall include contact both in writing regardless of the address entered in lines 3 and 4, and by telephone) by signing this form, the issuer's authorized representative consents to the disclosure of the issuer's return information, as necessary to process this return, to such person.

Paid Preparer

If an authorized representative of the issuer filled in its return, the paid preparer's space should remain blank. Anyone who prepares the return but does not charge the organization should not sign the return. Certain others who prepare the return should not sign. For example, a regular, full-time employee of the issuer, such as a clerk, secretary, etc., should not sign.

Generally, anyone who is paid to prepare a return must sign it and fill in the other blanks in the Paid Preparer Use Only area of the return. A paid preparer cannot use a social security number in the *Paid Preparer Use Only* box. The paid preparer must use a preparer tax identification number (PTIN). If the paid preparer is self-employed, the preparer should enter his or her address in the box.

- The paid preparer must:
- Sign the return in the space provided for the preparer's signature, and
 - Give a copy of the return to the issuer.

Paperwork Reduction Act Notice

We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103. The time needed to complete and file this form will vary depending on individual circumstances. The estimated average time is:

- Learning about the law or the form** 4 hr., 46 min.
- Preparing the form** 2 hr., 22 min.
- Copying, assembling, and sending the form to the IRS** . 2 hr., 34 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making this form simpler, we would be happy to hear from you. You can write to the Internal Revenue Service, Tax Products Coordinating Committee, SE:W:CAR:MP:T:M:S, 1111 Constitution Ave. NW, IR-6526, Washington, DC 20224. Do not send the form to this address. Instead, see *Where To File*.

RESOLUTION NO.: _____ - 2019

OF

APRIL 8, 2019

**A RESOLUTION ADOPTING THE CITY OF NEWBURGH
COMPLETE STREETS POLICY**

WHEREAS, The City of Newburgh intends to develop and maintain a safe, accessible and equitable transportation network that provides alternative transportation options for all users, coordinates adjacent land uses and promotes a more livable and walkable community for people of all ages and abilities through a Complete Streets Policy; and

WHEREAS, Complete Streets core values support long-term safety, health, mobility, economic viability, livability, sustainability, environmental protections, equity, and quality of life through thoughtful street-level improvements to the built environment that make the safe and active choice the easy choice for all users; and

WHEREAS, Complete Street designed roadways offer better transportation options, reduce traffic, improve public health and overall air quality, support an aging population, advance economic development, promote equal opportunities, strengthen environmental resilience, and keep people safer while driving, biking, rolling, and walking; and

WHEREAS, this Council has reviewed the Complete Streets Policy and finds that adopting the Complete Streets Policy is in the best interests of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Newburgh, New York hereby adopts the City of Newburgh Complete Streets Policy.

CITY OF NEWBURGH COMPLETE STREETS POLICY

1.0 VISION & PURPOSE

The City of Newburgh will develop and maintain a safe, accessible and equitable transportation network that provides alternative transportation options for all users, coordinates adjacent land uses and promotes a more livable and walkable community for people of all ages and abilities. The transportation network will improve public health and safety, while encouraging economic activity, regional tourism, community character, livability for all residents, and equity in order to enhance the quality of life for residents and visitors. The City of Newburgh will consider the needs of diverse transportation users and modes, including but not limited to: walking, biking, driving, wheeling/rolling, public transit, car sharing/carpooling, taxis, delivery and emergency response vehicles. Where possible, there will be four modes of transportation, two of which must be walking and bicycling.

2.0 PRINCIPLES

Complete Streets core values support long-term safety, health, mobility, economic viability, livability, sustainability, environmental protections, equity, and quality of life through thoughtful street-level improvements to the built environment that make the safe and active choice the easy choice for all users.

Complete Street designed roadways offer better transportation options, reduce traffic, improve public health and overall air quality, support an aging population, advance economic development, promote equal opportunities, strengthen environmental resilience, and keep people safer while driving, biking, rolling, and walking.

2.1 Complete Streets serve diverse users.

It is the intent of this policy to promote a safe, accessible and equitable transportation network that balances the needs of all users, including: pedestrians, bicyclists, public transit users, motorists, emergency and municipal vehicles, and freight carriers. This policy promotes and enhances public health and safety, while encouraging economic activity, community character, livability, and equity for people of all ages, abilities and socioeconomic backgrounds, including children, families, aging populations and individuals with disabilities. Particular emphasis should be given to historically disinvested neighborhoods or vulnerable populations.

2.2 A connected, integrated transportation network is a critical component of Complete Streets.

A cohesive transportation network unifies the individual efforts of various entities by ensuring gaps are filled and crucial connections are made. This policy encourages the expansion of integrated public transportation opportunities including regional transportation systems, bicycle and pedestrian facilities, public and private property, and green space throughout the City of Newburgh and surrounding region. These services and facility improvements will increase personal mobility and travel choices, conserve energy resources, preserve air quality, and foster economic growth.

2.3 Complete Streets principles apply to all roadways and all projects phases.

This policy serves to integrate the consideration of bicycle, pedestrian, and public transportation facility planning into regional and local transportation planning programs. These considerations shall apply to the planning, design and construction phases

of all street, sidewalk, trail, and pathway projects, regardless of funding sources, whether public or private, including but not limited to new, retrofit or reconstruction, maintenance and ongoing projects.

The successful implementation of such projects requires ongoing collaboration between the Engineering Department, Department of Planning and Development, Department of Public Works, and other departments as warranted, and/or the various boards, councils, commissions, or committees as well as with appropriate local and regional agencies.

2.4 Best-practice design criteria and context sensitive approaches are essential to Complete Streets.

The best available Complete Streets design standards, policies, principles, and guidelines will be utilized to inform decision making and implemented to the maximum extent determined feasible by the Engineering Department, Department of Planning and Development, Department of Public Works, and other departments as warranted, and/or the various boards, councils, commissions, or committees. City staff will consider various contexts, public input, and the needs of users when implementing and adopt a balanced approach that follows appropriate design standards should be considered. This approach should aim to provide a comparable level of safety for all users and complement the projects physical setting while preserving scenic, aesthetic, historic, and environmental resources.

3.0 JURISDICTION

The design of new, rehabilitated or reconstructed facilities should anticipate likely demand for bicycling, walking, transit and motorist use and should not prevent future improvements. This policy shall apply to all transportation-related elements of projects involving City of Newburgh property, including City roads, parks, and buildings, as well as public and private projects over which the City of Newburgh has permitting authority.

The City shall foster partnerships with the State of New York, Orange County, other transportation agencies, neighboring counties and municipalities, school districts and other property owners to develop facilities that ensure the principles and practices of Complete Streets are embedded within their planning, design, construction, and maintenance activities.

4.0 IMPLEMENTATION

The City of Newburgh views Complete Streets as integral to everyday transportation decision-making practices and processes.

Next steps include:

- a. Coordination: The City of Newburgh will promote interdepartmental coordination to ensure the consistent application of this policy and encourage the most responsible and efficient use of resources for activities within the public right-of-way.
- b. Plans and Policies: The Engineering Department, Department of Planning and Development, Department of Public Works, other departments as warranted, and/or the various boards, councils, commissions, or committees will incorporate Complete Streets principles into proposed and existing procedures, programs, plans, regulations, and other processes/documents, as appropriate. This includes, but is not limited to the following:
 - a. 2008 Plan-it Newburgh Sustainable Master Plan
 - b. 2011 City of Newburgh Future Land Use Plan
 - c. 2017 Local Waterfront Revitalization Plan & Harbor Management Plan
 - d. City of Newburgh Zoning Code
 - e. City of Newburgh Adopted Streetscape Standards
 - f. 2010 Orange County Comprehensive Plan
 - g. 2010 Orange County Design Manual

- h. 2012 Newburgh Area Transportation and Land Use Study (Orange County)
 - i. Mid-Hudson Regional Sustainability Plan
 - j. 2013 Orange County Greenway Compact
 - k. 2016 Complete Streets City of Newburgh & City of Port Jervis Alta Planning Study
 - l. Complete Street 101 (?)
 - m. 1998 Orange County Bicycle and Pedestrian Plan
- c. Land Use: The City of Newburgh Planning Board will ensure the principles and practices of Complete Streets are incorporated for all City of Newburgh site development reviews.
 - d. Funding: City of Newburgh staff will work to identify current and potential funding sources and grants for implementation of Complete Streets policies, plans, and practices within City of Newburgh. City staff will also work to develop specific mechanisms to encourage funding for complete streets projects.
 - e. Education and Training: The various boards, councils, commissions, or committees, in conjunction with other relevant departments as warranted, will coordinate to continue professional development and training on non-motorized transportation issues through attending conferences, classes, seminars, and workshops.
 - f. Resources: The Transportation Advisory Committee, in concert with the Department of Planning and Development, and the Engineering Department as needed, will curate educational materials on Complete Streets, policy resource, design standards, implementation strategies, and other relevant guidance materials.
 - g. Accountability: To ensure policy becomes practice, progress on Complete Streets will be overseen by City Manager and input from the Transportation Advisory Committee.

5.0 PERFORMANCE MEASURES

The City of Newburgh will define performance measures to track the progress of the implementation of this policy. Such measures will be incorporated into relevant plans, manuals, policies, processes, and programs. These measures will be reported and made publicly available each year. These measures include, but are not limited to:

- a. Total improvements in safety for all users
- b. Attainment of ADA compliance
- c. Total number of bicycle and pedestrian facilities and infrastructure improvement
- d. Total miles or Total Percentage of improved sidewalks and crosswalks
- e. Number of people reached through safety education programs
- f. Increase in public transit ridership numbers and experience
- g. Total reduction in issued speeding tickets on City roads.
- ~~h. The number and percentage of residents that reside in a jurisdiction with a complete streets policy (along census tracts)~~
- ~~i. Percentage of roads in a jurisdiction that become subject to Complete Streets policies, plans and practices~~
- ~~j. Percentage of adults and youth who report engaging in physical activity in the past 30 days~~

6.0 EXCEPTIONS

All exceptions to this policy must be transparent and approved by the Engineering Department, Department of Planning and Development, Department of Public Works and other relevant departments as warranted. Written findings and supporting data must be provided and will be made publicly available prior to the exceptions being granted. Exceptions to the Complete Streets policy may be considered when:

- a. A project involves only ordinary maintenance that do not change the roadways operations, such as, mowing, sweeping, spot pavement repair, grinding and microsurfacing;

- b. An affected roadway prohibits, by law, use by specified users, in which case a greater effort shall be made to accommodate those specified users elsewhere, including on roadways that cross or otherwise intersect with the affected roadway;
- c. The cost or impacts of accommodation is excessively disproportionate to the need or probable current and/or future use;
- d. The existing and planned population, employment densities, traffic volumes, or level of transit service around a particular roadway is so low that future expected users of the roadway demonstrates an absence of current and future need;
- e. There is a reasonable and equivalent project near the corridor under consideration that is already programmed to provide accommodations promoted by this policy.

7.0 RESOURCES

On the Transportation Committee's website, guidelines and standards may include, but are not limited to:

- a. American Association of State Highway Officials (AASHTO) Guide for the Planning, Design, and Operation of Pedestrian Facilities
- b. Institute of Transportation Engineers (ITE) Traffic Calming Measures and Walkable Urban Thoroughfares
- c. Manual on Uniform Traffic Control Devices (MUTCD)
- d. National Association of City Transportation Officials (NACTO) Urban Bikeway Design Guide
- e. New York State Department of Transportation (NYSDOT) Complete Streets Standards
- f. Public Right-of-Way Accessibility Guidelines (PROWAG)
- g. American's with Disabilities Act Accessibility Guidelines (ADAAG)
- h. New York State Association of Metropolitan Planning Organizations (NYSAMPO) Framework for Connected and Automated Vehicles
- i. City of Newburgh Adopted Streetscape Standards

The Importance of Complete Streets

The streets of our cities and towns play an important role in the livability of our communities.



Everyone, regardless of age, ability, income, race, or ethnicity, should have safe and convenient access to community destinations and public places—whether walking, wheeling, driving, bicycling, or taking public transportation. Yet, too many of our streets are designed only for cars, and how quickly they can move up and down streets. They are unsafe for people on foot or bike. Changes are needed to improve the efficiency and capacity of our streets to move people in the same amount of space without having to rely on their cars. Many cities and towns now have plans and policies to ensure safety and convenience on streets throughout their communities. These plans and policies are not just for drivers, but for all users, including pedestrians, bicyclists, and transit riders.

What Are Complete Streets??

Complete Streets are streets for everyone and provide an opportunity to engage in inclusive, community-wide health promotion.

Complete Streets go beyond just the street. By planning, designing, operating, and maintaining Complete Streets, communities of all sizes—from small rural towns to large cities—can provide all users, regardless of transportation mode, with convenient and comfortable access to roads. Complete Streets enable those walking, wheeling, bicycling, driving automobiles, and riding public transportation to share the road safely and allow communities to achieve greater economic, environmental, and public health benefits. If the underlying principles of universal design are adhered to and effectively executed, an inclusive and accessible environment for pedestrians and transit users will be achieved.



Common Complete Streets Elements

Sidewalks and crosswalks; traffic-calming devices; bike lanes and mixed-use paths; driving lanes for cars and buses; street lights; tree-lined streets; benches; on-street parking; bus lanes and paved shoulders.



Two-thirds of Americans want more transportation options, so they have the freedom to get where they need to go.

Source: Future of Transportation National Survey

One Size Doesn't Fit All Communities



Complete Streets are meant to be context sensitive—a complete street in a city will differ from one in a rural community. There is no single, standard Complete Streets design because such streets must be designed to meet the particular needs of each individual community.

---- Benefits of Complete Streets ----

- Complete Streets can bolster economic growth and stability by providing accessible and efficient connections between destinations.
- By designing for pedestrian travel, Complete Streets can improve safety by reducing crashes between vehicles and pedestrians or cyclists.
- Complete Streets encourage walking and bicycling and improve air quality, which are all important for our health (reduce obesity, asthma, and illness).
- Complete Streets can help ease transportation woes and increase the overall capacity of the transportation network.
- Complete Streets are equitable and help to provide access to daily activities (e.g., employment, school) among those who don't have a car.

Source: Smart Growth America

Complete Streets *meet the demand for transportation options while promoting other community goals.*



Today **over 100** New York villages, towns, and/or cities and **12** counties have Complete Streets policies or resolutions.

Source: New York State Department of Transportation

Safety.

Designing the street with pedestrians in mind—improved lighting, sidewalks, raised medians, better bus stop placement, and installation of traffic calming measures—has been shown to improve pedestrian, bicyclist, and motorist safety. Moreover, when more residents use active transportation there are more people in the public realm. Therefore, increased active transportation creates a safer setting for children as they travel.

Economic Vitality.

Communities that undergo Complete Streets improvements can bolster local business and spur economic development. Complete Streets encourage private investment and businesses often look at the economic health of a community when deciding where to locate because of insurance costs. Making it easier for residents and visitors to walk, bike, or take transit to their destinations helps them to spend money locally. Instead of paying for the cost of owning a car, individuals can pay for housing, restaurants, and entertainment.

Job Growth.

Road improvement projects that include bike and pedestrian facilities create more jobs per dollar spent, compared to those that are only designed for vehicles. Moreover, cycling adds jobs to the economy through increased tourism, bicycle manufacturing, sales and repair, bike tours, and other activities.

What Is a Complete Streets Policy?

A Complete Streets policy formalizes a community's desire to have streets that are safe for users of all ages and abilities. These policies direct decision-makers and stakeholders to consistently incorporate Complete Streets principles into both routine maintenance projects and new projects and to plan, design, and build roadways with all users in mind – including pedestrians, bicyclists, public transportation riders, and motorists. Complete Streets policies come in many shapes and sizes. City councils have passed resolutions directing their transportation agencies to consider the needs of all users. Planning departments have worked with community members to include Complete Streets goals in master or comprehensive plans. Transportation agencies have written internal memorandums outlining policy changes and implementation steps, and policy makers have passed Complete Streets ordinances. Some policies are developed very quickly and some involve many steps beyond the initial adoption of a resolution or vision statement.

TO LEARN MORE



about Complete Streets, please email us NYOPCE@jsi.com or call us at (855) 355-5986.



NYS Obesity Prevention
Center for Excellence



Creating Healthy Schools
and Communities



Department of Planning

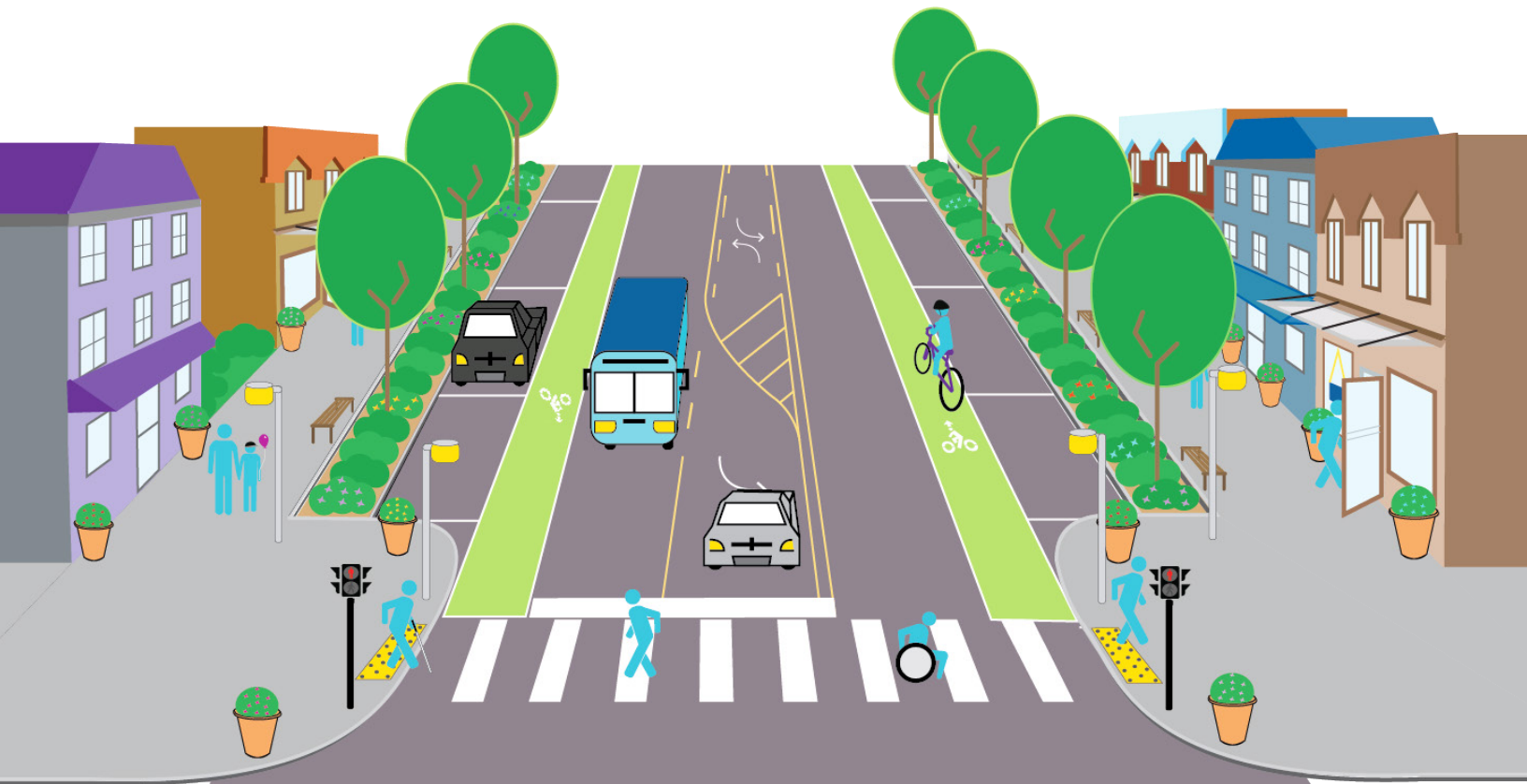
COMPLETE STREETS

THE BASICS



A Complete Street:

- Is a street designed to serve all users and modes
- Is part of a connected and integrated transportation network
- Applies to all roadways, projects, and phases when appropriate
- Looks at context sensitive approaches and best practice design criteria



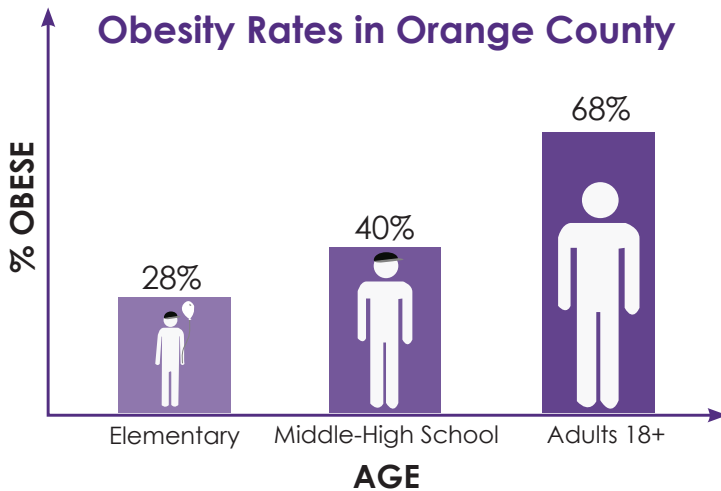
Each complete street is unique, but elements may include:

- sidewalks
- bike lanes (or wide paved shoulders)
- bus lanes
- accessible transit stops
- frequent crossing opportunities
- median islands
- accessible pedestrian signals
- bump outs (curb extensions)

THE BENEFITS

PUBLIC HEALTH

Walkability has a direct and specific relation to the health of residents. Health experts agree that **inactivity** is a leading cause of **obesity** in adults throughout the nation.



CDC and Prevention Behavioral Risk Factor Surveillance System Survey Data (BRFSS) 2013 - 2014
NYSDOH Student Weight Status Category Reporting System (SWSCR) 2012 - 2014



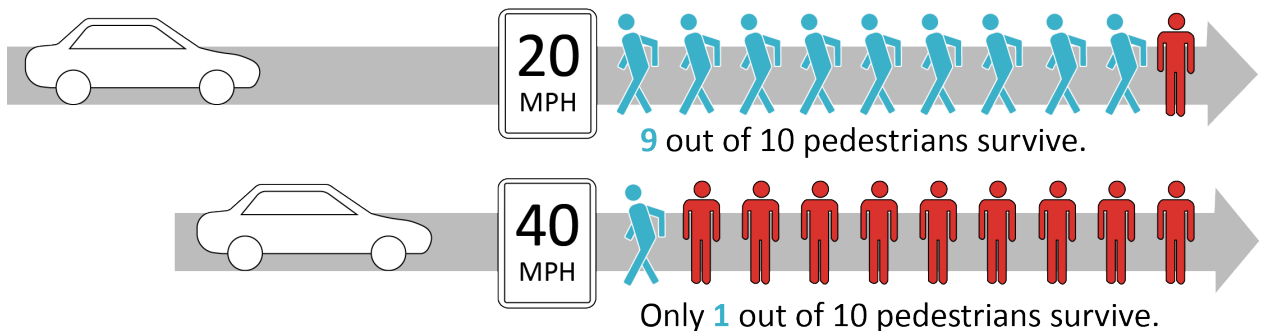
Recommended
30 minutes of walking
daily to meet healthy
activity levels.

People with safe places to walk
have nearly a **2x greater** chance of
meeting recommended daily activity
levels than those who do not.

Powell, K.E., Martin, L., & Chowdhury, P.P. (2003). "Places to walk: convenience and regular physical activity." American Journal of Public Health, 93, 1519-1521.

SAFETY

Roadway design and engineering approaches commonly found in Complete Streets create long-lasting speed reduction, and **improve safety** for all users.



US Department of Transportation, National Highway Traffic Safety Administration (1999). Literature Review on Vehicle Travel Speeds and Pedestrian Injuries Among Selected Racial/Ethnic Groups.

ECONOMIC

49% Increase in retail sales at local
businesses when protected bicycle
lanes are installed nearby

Source: NYCDOT, Measuring the Street: New Metrics for 21st Century Streets, NYC, 2012

11% Average home value increase for
each half mile closer to a trail

G Lindsey, J Man, S Payton, K Dickson, "Property Values, Recreation Values, and Urban Greenways," Journal of Park and Recreation Administration 22, 2004: 69-90.

Road improvement projects that
include bike and pedestrian facilities
create **more jobs** per dollar
spent during construction than
those that are only designed for
vehicles.



[illegible]

For more information visit orangecountygov.com/completestreets

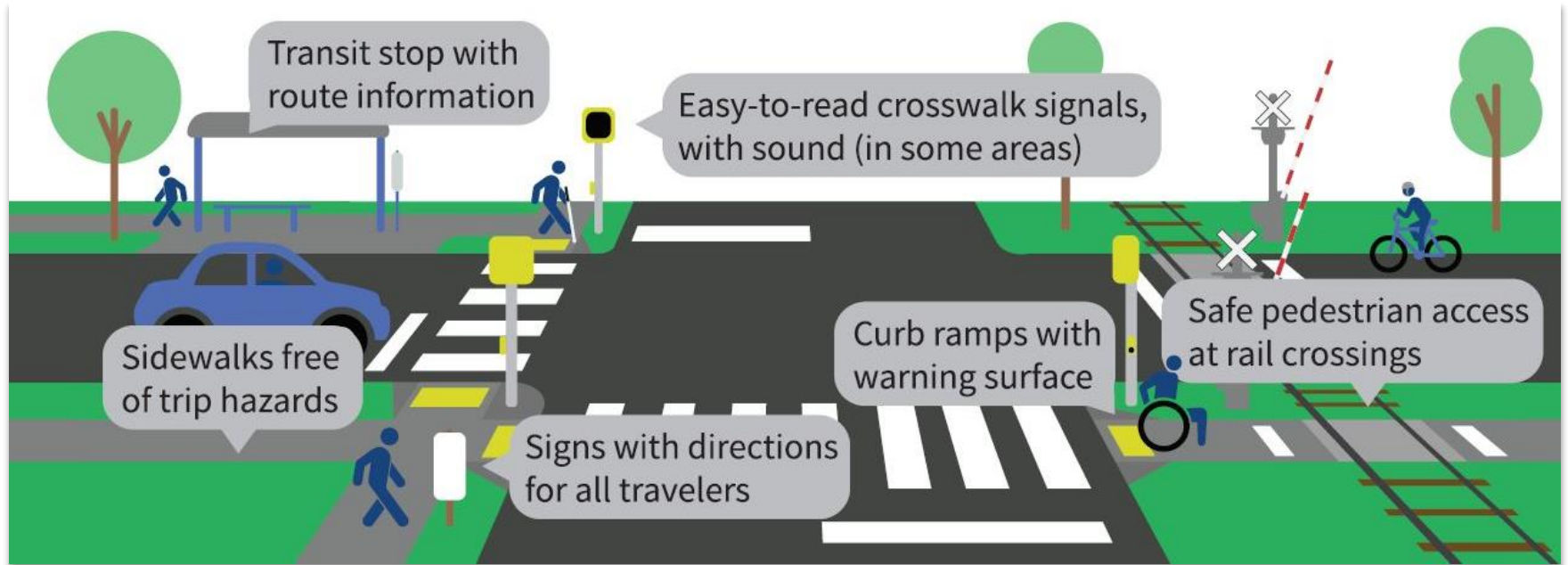
COMPLETE STREETS BASICS



A Complete Street is a roadway planned and designed to consider the **safe, convenient access** and mobility of users of **all ages and abilities**



COMPLETE STREETS BASICS



Common Elements:

Sidewalks, bike lanes, bus lanes, accessible transit stops, crosswalks, median islands, accessible pedestrian signals, curb extensions



COMPLETE STREETS BENEFITS



Transportation Equity

Improved Health

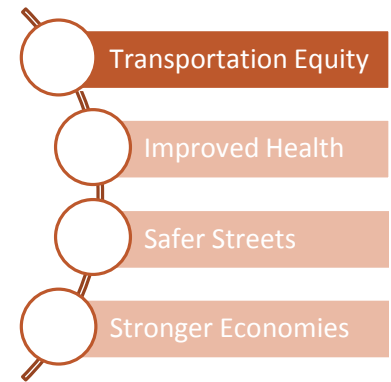
Safer Streets

Stronger Economies



COMPLETE STREETS

BENEFITS: TRANSPORTATION EQUITY



Incomplete Streets

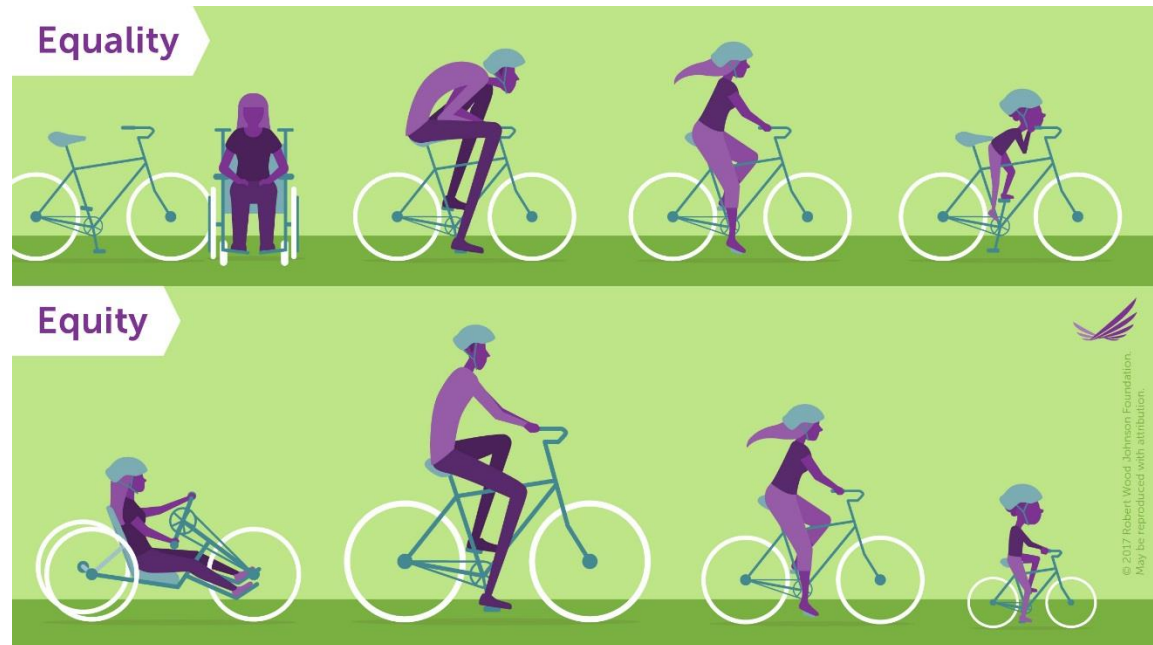
Particularly **Dangerous** for:

- Children
- Older Adults
- People of Color
- People with Disabilities
- Low Income Communities

Creates **Barriers** to:

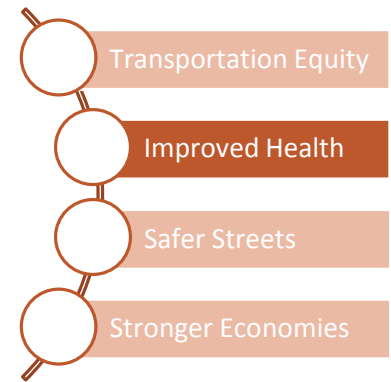
- Groceries
- Education
- Healthcare
- Employment
- Friends/Family
- Religious/Cultural Institutions

More than **13%** of NECSD residents live with a disability (3,734)



COMPLETE STREETS BENEFITS: IMPROVED HEALTH

28.2% of NECSD students are obese



Obesity is chronic and causes:

- Type II diabetes
- Cardiovascular disease
- Osteoarthritis
- Sleep apnea
- Depression



CDC recommends 150 minutes per week of physical activity:

43% of people with safe places to walk meet recommended activity levels

27% of people without safe places to walk meet recommended activity levels

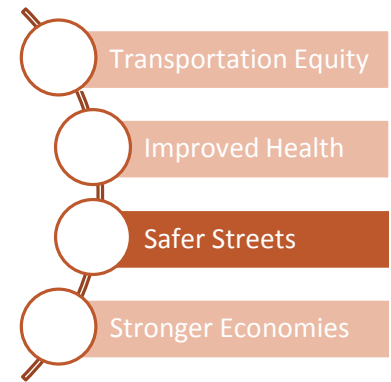


For more information visit orangecountygov.com/completestreets

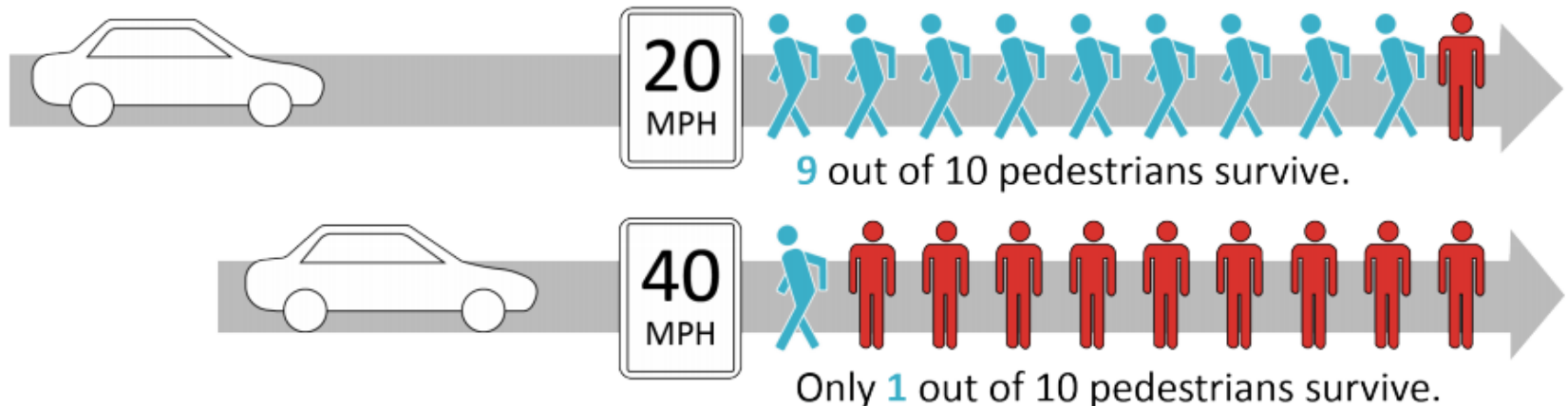
COMPLETE STREETS BENEFITS: SAFER STREETS

In NYS over 25% of motor vehicle related fatalities are pedestrians

More than 40% of pedestrian fatalities occur where there is no available crosswalk

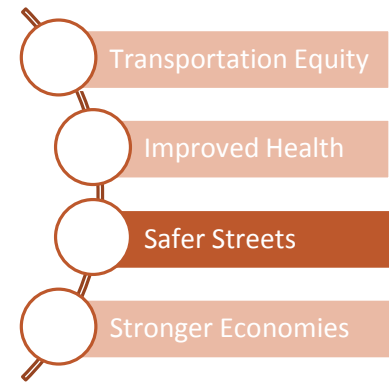


Roadway design and engineering approaches commonly found in Complete Streets create long-lasting speed reduction, and **improve safety** for all users.

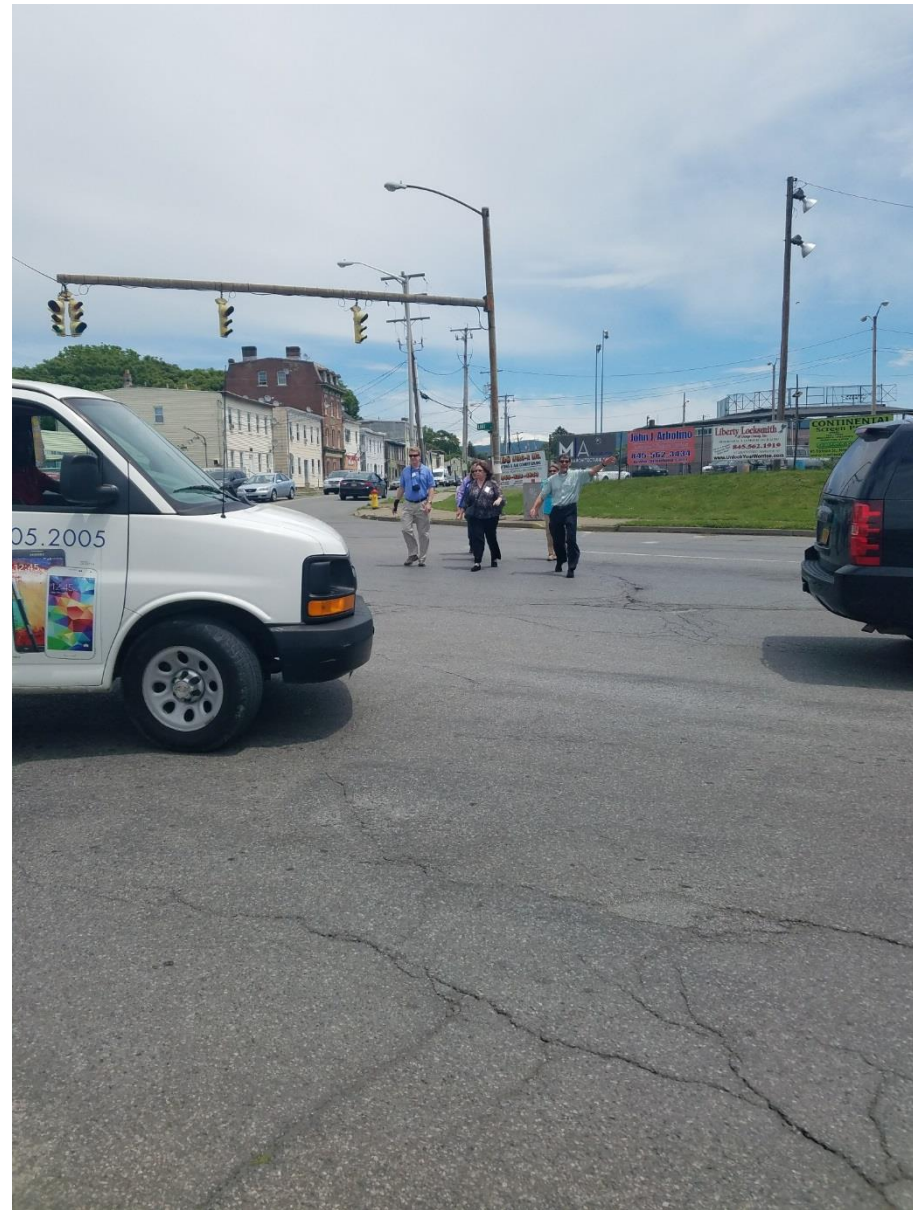


For more information visit orangecountygov.com/completestreets

COMPLETE STREETS BENEFITS: SAFER STREETS



For more information visit [orangecountygov.com/completestreets](https://www.orangecountygov.com/completestreets)



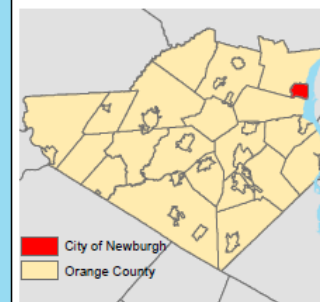
For more information visit orangecountygov.com/completestreets

Crash Heat Map 2012-2016

City of Newburgh
Orange County, New York

Legend

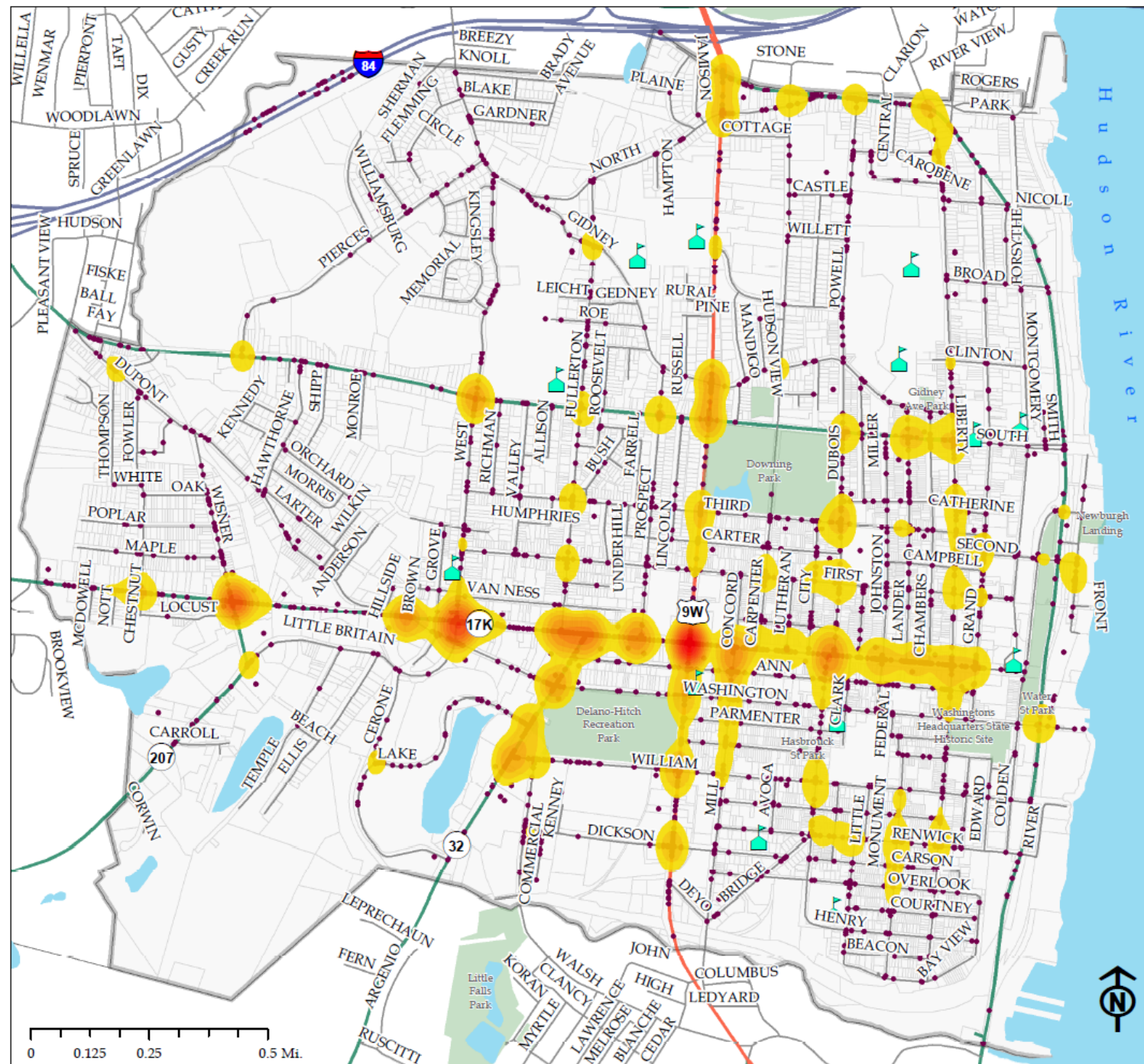
-  City of Newburgh
-  Parcels
-  Crashes
-  Schools
-  Parks
-  Waterbodies
- Roads**
 -  Interstate
 -  Federal / US
 -  State
 -  County
 -  Local Roads



Data Source: NYSDOT ALIS

Orange County Department of Planning
March 2017

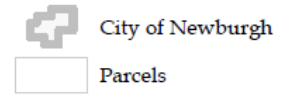
The County of Orange makes no warranty of the accuracy or completeness of information depicted on this map and disclaims liability for any loss or damage resulting from its use. Data may have been developed in cooperation with other County departments and/or other Federal, State and Local government agencies



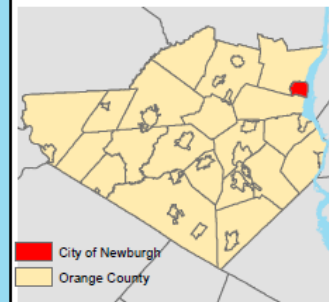
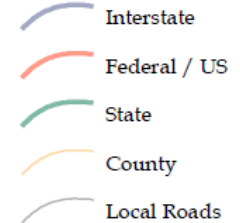
Bike - Pedestrian Crash Heat Map 2012-2016

City of Newburgh
Orange County, New York

Legend



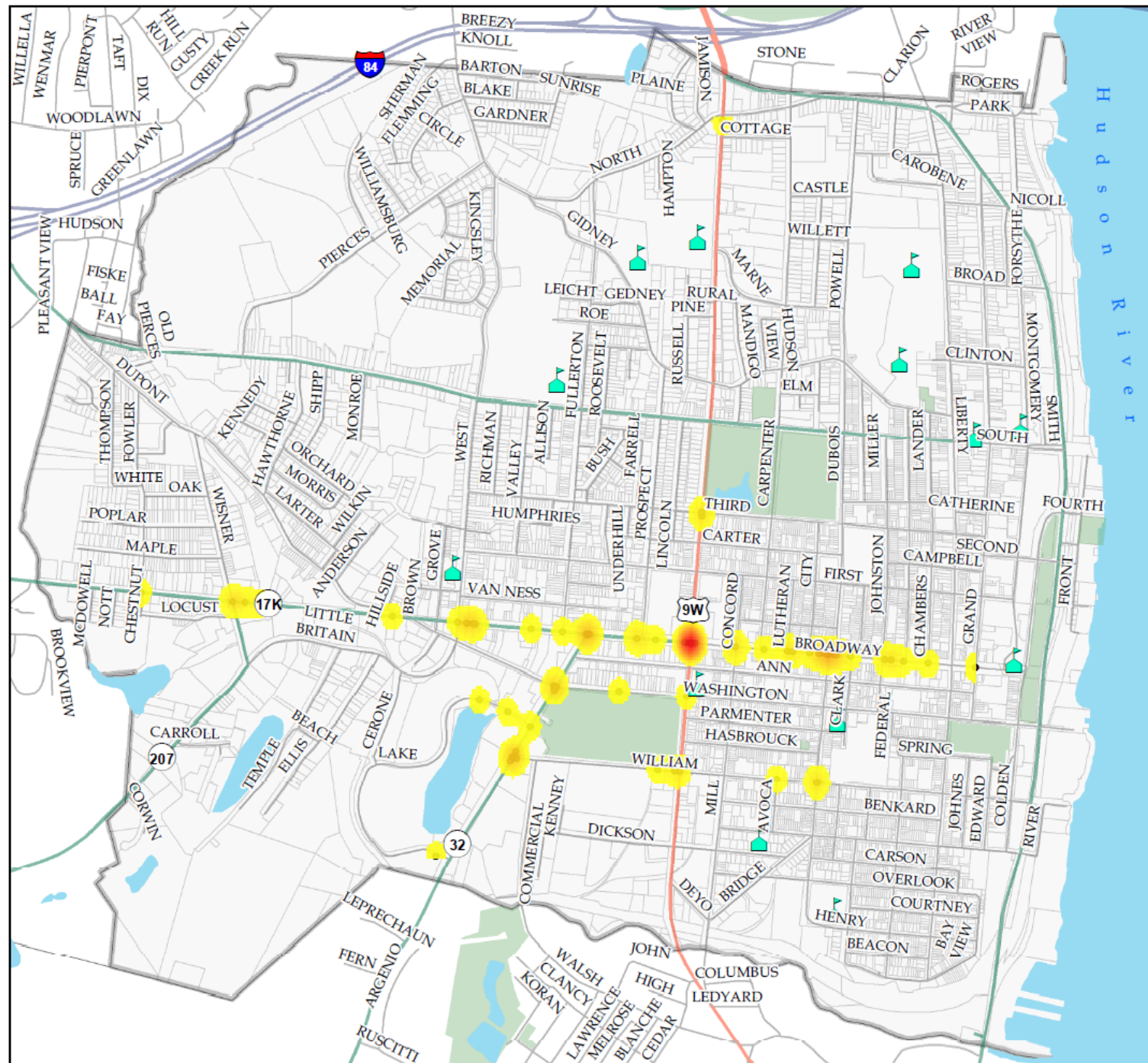
Roads



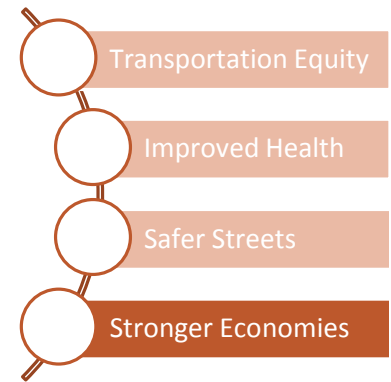
Data Source: NYSDOT ALIS

Orange County Department of Planning
March 2017

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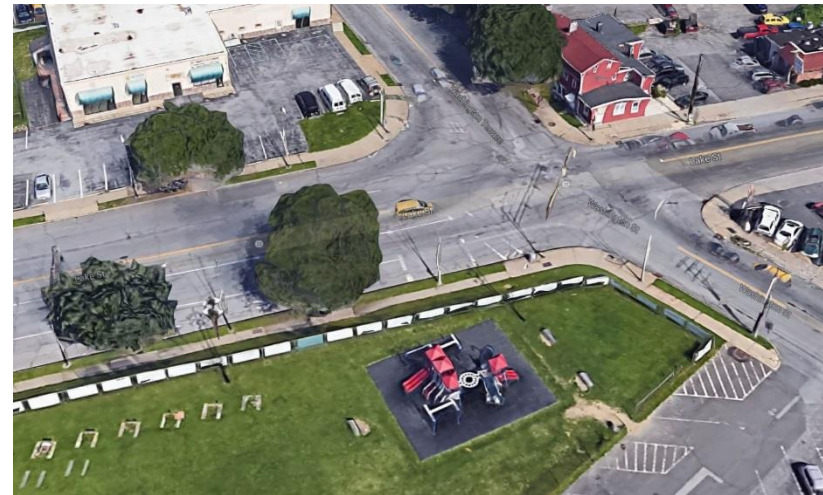
COMPLETE STREETS BENEFITS: STRONGER ECONOMIES



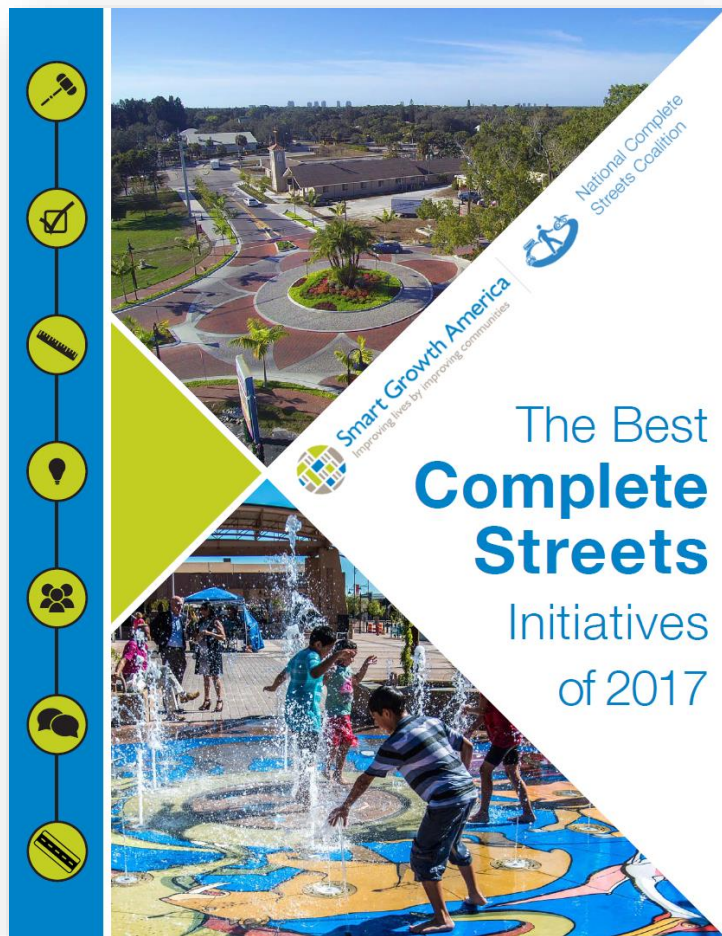
49% Increase in retail sales at local businesses when protected bicycle lanes are installed nearby.

11% Average home value increase for each half mile closer to a trail.

15.94% of total NECSD households have no access to a vehicle (3,665)



COMPLETE STREETS POLICY



Key Implementation Steps for Complete Streets Initiatives



Adopt a Complete Streets Policy.

Adopting a policy formally establishes a jurisdiction's commitment to Complete Streets. The strongest Complete Streets policies call for the key implementation steps below.



Restructure or revise related procedures, plans, regulations, and other processes.

These processes should make accommodating all users on every project a routine part of transportation planning and operations. This could include incorporating Complete Streets checklists or other tools into decision-making processes.



Develop new design policies and guides.

Communities may also elect to revise existing design guidance to reflect the current state of best practices in transportation design, or they may adopt national or state-level recognized design guidance.



Offer workshops and other training opportunities.

These trainings should educate transportation staff, community leaders, and the general public so that everyone understands the importance of the Complete Streets vision. Trainings could focus on Complete Streets design and implementation, community engagement, and/or equity.



Create a committee to oversee implementation.

The committee should include both external and internal stakeholders as well as representatives from advocacy groups, underinvested communities, and vulnerable populations such as people of color, older adults, children, low-income communities, non-native English speakers, those who do not own or cannot access a car, and those living with disabilities.



Create a community engagement plan.

The plan should incorporate equity by targeting advocacy organizations and underrepresented communities. The best community engagement plans use innovative outreach strategies that don't require people to alter their daily routines to participate. This report highlights initiatives that excel in community engagement, even if they do not have a formal engagement plan.



Implement Complete Streets projects.

After taking other key implementation steps, jurisdictions can incorporate a Complete Streets approach into all transportation projects as routine practice. In doing so, they can work toward creating a comprehensive transportation network that is safe, reliable, comfortable, convenient, affordable, and accessible for all people who use the street.

COMPLETE STREETS POLICY

Formalizes a community's intent to plan, design, and maintain streets so they are safe for all users.

Directs transportation planners and engineers to **consistently** design and construct the right-of-way to safely accommodate all users.

Components of a Policy:

1. Vision
2. Principals
3. Jurisdiction
4. Implementation
5. Performance Measures
6. Exceptions



COMPLETE STREETS FUNDING

Multimodal improvements can eliminate or postpone the need for expensive road and intersection widening projects



Ask Developers to...

- use on-street angled parking, and narrow wide roadways
- install temporary curbside plazas;

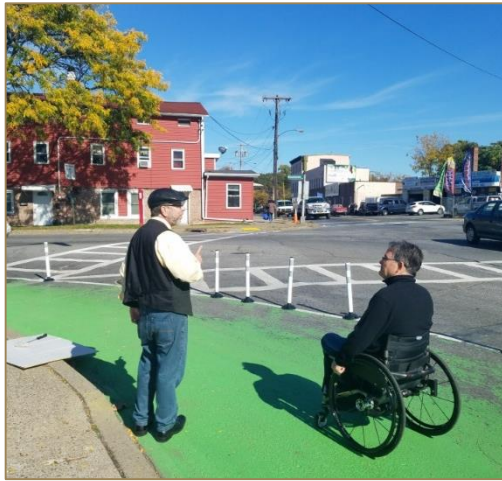
Coordinate with DPW to...

- install refuge islands and curb extensions;
- restripe to narrow travel lanes;
- change signal timing;
- restripe crosswalks to be more visible;
- add pedestrian countdown signals;

COMPLETE STREETS FUNDING

Improvements can be modest in size and low cost

Integrate the needs of all road users early in the planning process and avoid delays



COMPLETE STREETS FUNDING

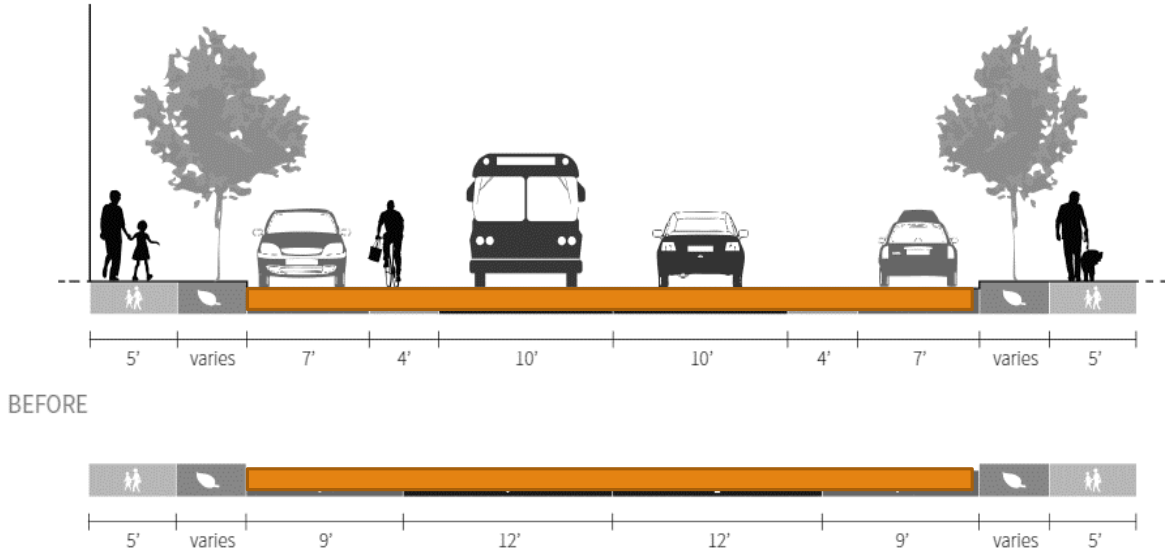
Case Study: Hamburg, NY

Route 62- Traffic Calming and Pedestrian Enhancements

AFTI



After



- ↓ Accidents decreased **66%**
- ↑ Average Property Sale Increase **169%**
- ↑ Number of Building Permits rose by **81** in 5 years



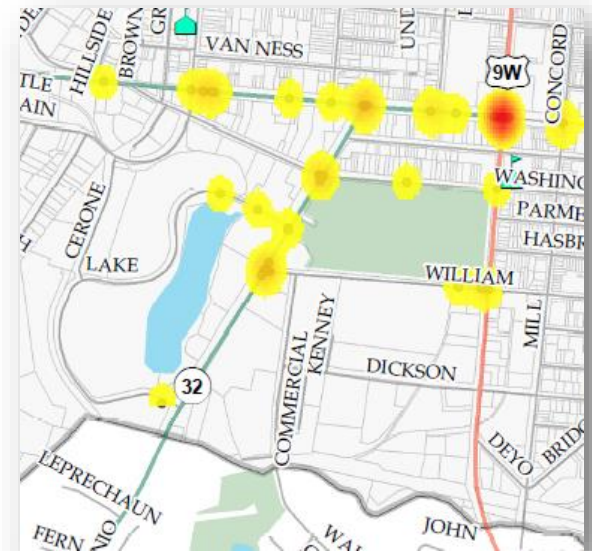
Before

ORANGE COUNTY COMPLETE STREETS IMPLEMENTATION

- Coordination with DPW and Public Health
- Integration of Complete Streets principals into existing County plans and processes



Resources available online include: Design Guidance, Fact Sheets, Links to NYS Website etc.



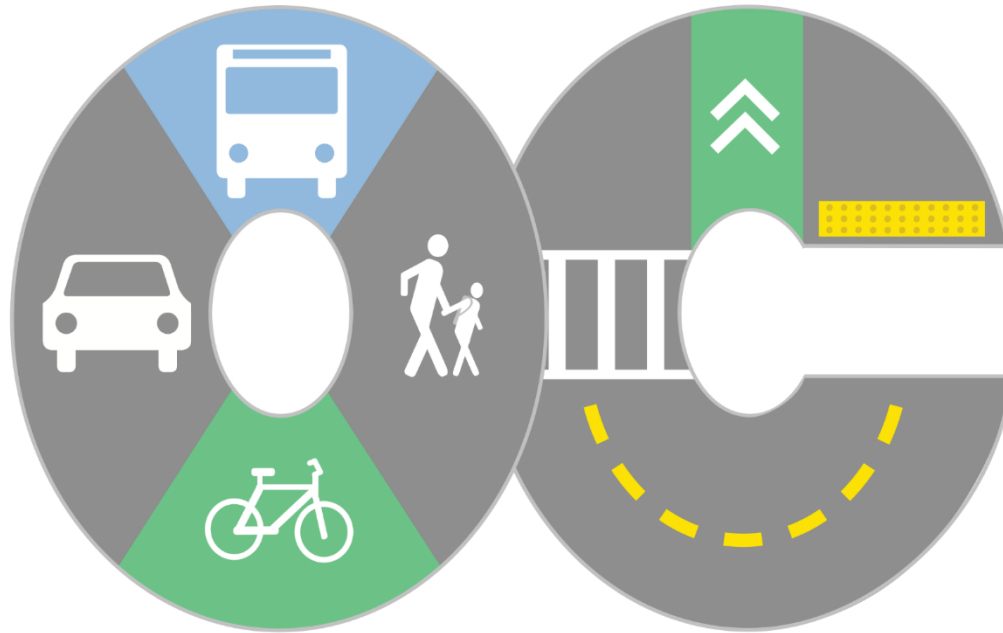
Data Collection/ Analysis



Walk Audit



ORANGE COUNTY



COMPLETE STREETS



For more information visit orangecountygov.com/completestreets

RESOLUTION NO.: _____ - 2019

OF

APRIL 8, 2019

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 23-24 WILLIAMSBURG DRIVE (SECTION 1, BLOCK 2, LOT 12)
AT PRIVATE SALE TO DAVID MELGAR AND ANA M. CONTRERAS MELGAR
FOR THE AMOUNT OF \$119,900.00**

WHEREAS, the City of Newburgh has acquired title to several parcels of real property by foreclosure *In Rem* pursuant of Article 11 Title 3 of the Real Property Tax Law of the State of New York; and

WHEREAS, pursuant to Section 1166 of the Real Property Tax Law the City may sell properties acquired by foreclosure *In Rem* at private sale; and

WHEREAS, the City of Newburgh desires to sell 23-24 Williamsburg Drive, being more accurately described as Section 1, Block 2, Lot 12, on the official tax map of the City of Newburgh; and

WHEREAS, the prospective buyer has offered to purchase this property at private sale; and

WHEREAS, this Council has determined that it would be in the best interests of the City of Newburgh to sell said property to the prospective buyer for the sum as outlined below, and upon the same terms and conditions annexed hereto and made a part hereof;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the property be and hereby is confirmed and the City Manager/Interim City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before July 5, 2019, being approximately ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
23-24 Williamsburg Drive	1 - 2 - 12	David Melgar Ana M. Contreras Melgar	\$119,900.00

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York, that the parcels are not required for public use.

Terms and Conditions Sale

23-24 Williamsburg Drive, City of Newburgh

(SBL: 1-2-12)

STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid school taxes for the tax year of **2018-2019**, and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any school taxes paid by the City for the tax year **2018-2019**, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
6. The City makes no representation as to whether the property is vacant and/or unoccupied. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed. The parcel is being sold subject to the City's Vacant Property Ordinance (Chapter 121) and all provisions of law applicable thereto. Within 30 days of closing, the purchaser must register the property and pay any applicable fees or submit an acceptable rehabilitation plan to the Building Department.
7. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.

8. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the purchaser following the closing of sale.
9. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receipt of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
10. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office by the date listed in the approved City Council Resolution, notwithstanding any extensions of time granted pursuant to terms contained herein ("Closing Deadline"). Such closing costs/fees may include, but are not limited to: recording fees, tax adjustments as of the day of closing, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees. The City is not required to send notice of acceptance or any other notice to a purchaser.* At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. If purchaser takes title as an entity, purchaser must provide an affidavit listing all of the members or shareholders of said entity, their addresses, their phone numbers, and their percentage ownership stake in the entity. Purchaser must have at least a fifty-one (51%) ownership stake in said entity in order for said entity to take title.
11. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days from the Closing Deadline. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for its consideration.
12. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the purchaser shall be entitled only to a refund of the purchase money paid. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
13. Sale shall be final, absolute and without recourse once title is conveyed on the actual day of closing. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
14. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, tax reimbursements, buyer's premium (if applicable), and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon conveyance of deed.**
15. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
16. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh. Any survey description shall be provided to the City

Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.

17. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the Closing Deadline date. If such conveyance occurs, purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.
18. In the event that Seller engaged the services of a New York State Licensed Real Estate Broker in connection with this sale, Seller shall pay said Broker any commission earned pursuant to a separate agreement between Seller and Broker.
19. The property is sold subject to an owner-occupancy restriction. The purchaser has agreed to purchase the property subject to the five (5) year owner occupancy restriction shall, within 18 months of the delivery of the deed, establish his domicile and principal residence at said premises and maintain his domicile and principal residence at said premises for a period of at least five (5) years thereafter, provided that within said five (5) year period, the purchaser may convey said premises to another who shall also maintain their domicile and principal residence at said premises for said period. This shall be set forth as a restrictive covenant in the deed, subject upon its breach, to a right of re-entry in favor of the City of Newburgh. This shall be in addition to all other provisions, covenants and conditions set forth in the Terms of Sale.
20. Within ten (10) business days of approval of sale by the City of Newburgh, the purchaser shall tender a non-refundable downpayment in the amount of **\$5,000.00** payable to "City of Newburgh" by money order or guaranteed funds to the City of Newburgh Comptroller's Office. At closing, the downpayment amount shall be credited against the purchase price.

RESOLUTION NO.: _____ - 2019

OF

APRIL 8, 2019

**A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER/CITY MANAGER
TO ENTER INTO A LICENSE AGREEMENT WITH DANIEL GREEN TO ALLOW
ACCESS TO 126, 130, 134, AND 140 CARSON AVENUE (SECTION 45, BLOCK 10,
LOT 16; SECTION 45, BLOCK 10, LOT 18; SECTION 45, BLOCK 10, LOT 20; AND
SECTION 45, BLOCK 10, LOT 23) TO CONDUCT A SITE INVESTIGATION**

WHEREAS, Daniel Green has expressed an interest in purchasing City-owned properties known as 126, 130, 134, and 140 Carson Avenue, more accurately described as Section 45, Block 10, Lot 16, Section 45, Block 10, Lot 18, Section 45, Block 10, Lot 20; and Section 45, Block 10, Lot 23, respectively, on the official tax map of the City of Newburgh (collectively the “Properties”), for the purpose of rehabilitating the buildings currently constructed thereon; and

WHEREAS, the prospective purchaser has requested that the City of Newburgh allow access to the Properties prior to finalizing the purchase for the purposes of and to perform a site investigation; and

WHEREAS, such access to the Properties requires the parties to execute a license agreement, a copy of which is attached hereto and made a part of this resolution; and

WHEREAS, this Council has reviewed such license and has determined that entering into the same would be in the best interests of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Interim City Manager/City Manager be and he is hereby authorized to enter into the attached license agreement with Daniel Green, to allow access to the City-owned properties identified as 126, 130, 134, and 140 Carson Avenue, more accurately described as Section 45, Block 10, Lot 16, Section 45, Block 10, Lot 18, Section 45, Block 10, Lot 20; and Section 45, Block 10, Lot 23, respectively, on the official tax map of the City of Newburgh, for the purpose of performing a site investigation.

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, dated as of _____, 2019, by and between:

THE CITY OF NEWBURGH, a New York municipal corporation with offices at 83 Broadway, City Hall, Newburgh, New York 12550 (“City” or “Licensor”); and

DANIEL GREEN, with an address of 17 Goodman Avenue, 3rd Floor, New Windsor New York 12553 (“Licensee”).

WHEREAS, the City is the owner of real property identified as 126, 130, 134, and 140 Carson Avenue, more accurately described as Section 45, Block 10, Lot 16, Section 45, Block 10, Lot 18, Section 45, Block 10, Lot 20; and Section 45, Block 10, Lot 23, respectively, on the official tax map of the City of Newburgh (the “Property”); and

WHEREAS, the Licensee has requested a license or privilege of gaining access to and performing work upon the Property, on behalf of itself and its employees, agents and contractors for the purpose of conducting a site investigation; and

WHEREAS, Licensor is willing to give said license or privilege on the following terms and conditions:

NOW, THEREFORE, it is hereby agreed between the parties as follows:

Section 1. Grant of License. The City hereby represents that it owns the real property located at 126, 130, 134, and 140 Carson Avenue, more accurately described as Section 45, Block 10, Lot 16, Section 45, Block 10, Lot 18, Section 45, Block 10, Lot 20; and Section 45, Block 10, Lot 23, respectively, on the official tax map of the City of Newburgh (the “Property”) and that it has duly authorized this License Agreement. The City hereby grants Licensee a revocable license for Licensee and Licensee’s employees, volunteers, agents and contractors, upon the conditions hereinafter stated, the license or privilege of entering upon the Property, and taking thereupon such vehicles, equipment, tools, machinery and other materials as may be necessary, for the purposes of and to perform a site investigation, including but not limited to soil boring, testing, sampling, restoration and any and all other work appurtenant thereto.

Section 2. Scope of License. Entry to the Property is limited to the minimum access necessary to facilitate and accomplish the site investigation. Licensee agrees to perform the site investigation of vacant commercial property and associated tasks in such manner as will comply fully with the provisions of any laws, ordinances or other lawful authority, obtaining any and all permits required thereby.

Section 3. Insurance. The Licensee shall not commence or perform site investigation work nor operate machinery under this License Agreement until it has obtained all insurance required under this Section 3 and such insurance has been approved by the City.

A. Compensation Insurance - The Licensee shall take out and maintain during the life of this agreement such Workers' Compensation Insurance for its employees or members to be assigned to the work hereunder as may be required by New York State Law.

B. General Liability and Property Damage Insurance - The Licensee shall take out and maintain during the life of this agreement such general liability and property damage insurance as shall protect it and the City which shall be named as additional insured on all such policies from claims for damages for personal injury including accidental death, as well as from claims for property damage which may arise from operations under this agreement. The amounts of such insurance shall be as follows:

1. General Liability Insurance in an amount not less than \$1,000,000.00 for injuries including wrongful death to any one person and subject to the same limit for each person, in an amount not less than \$3,000,000.00 on account of any one occurrence.

2. Property Damage Insurance in an amount not less than \$50,000.00 for damage on account of all occurrences.

The Licensee shall furnish the above insurance to the City and shall also name the City as an additional named insured in said policies. Such insurance shall be maintained in force during the entire term of this License Agreement.

C. Licensee may retain certain employees, agents, contractors and consultants to perform the subject work. In the contract by which Licensee retains such agents, Licensee and such agents shall provide and maintain insurances as required by this Section 3 and name Licensor as additional insured under insurance coverage concerning Licensee's performance of the work referenced herein.

Section 4. Damages. The relation of the Licensee to the City as to the work to be performed by it under this agreement shall be that of an independent contractor. As an independent contractor, it will be responsible for all damage, loss or injury to persons or property that may arise in or be incurred during the conduct and progress of said performances arising out of the negligent performance, other than those wholly caused by Acts of God. The Licensee shall make good any damages that may occur in consequence of the performances or any part of it. The Licensee shall assume all blame, loss and responsibility of any nature by reason of the Licensee's neglect or violation of any federal, state, county or local laws, regulations or ordinances applicable to the Licensee and/or the nature of its performance or arising out of its activities licensed hereby.

Section 5. Defense and Indemnity. Licensee shall defend, indemnify and hold the City harmless against any and all claims, actions, proceedings, and lawsuits arising out of or relating to the access and use of the Property under this License Agreement, excepting gross negligence or misconduct by the City.

Section 6. Term of License. The license or privilege hereby given shall expire and terminate upon the completion of the site investigation by Licensee and its agents, employees and contractors, and the restoration of the property to a clean and orderly state and in the same condition as existed prior to the granting of this license.

Section 7. Assignment of License; No Sub-Licensing. This License may not be assigned or sub-let to any other party.

Section 8. Termination of License. The City, at its sole discretion and, with or without cause, may, without prejudice to any other rights or remedy it may have, by 48 hours' notice to the Licensee, terminate the agreement.

Section 9. New York Law. This License Agreement shall be construed under New York law and any and all proceedings brought by either party arising out of or related to this License shall be brought in the New York Supreme Court, Orange County.

Section 10. Modification of License Agreement. This License Agreement may not be modified except by a writing subscribed by both parties to this Agreement.

Section 11. No Vesting of Rights. It is understood and agreed that no vested right in said premises is hereby granted or conveyed from either party to the other, and that the privileges hereby given are subject to any and all encumbrances, conditions, restrictions and reservations upon or under which the parties held said premises prior to the granting of this license.

Section 12. Access to Information and Reports. The parties understand and agree that Licensee will learn certain information about the Property during the course of the site investigation. Licensee shall make any written or electronic reports or other documents produced by or for Licensee in connection with the site investigation shall be made available to Licensor upon Licensor's request. Licensee hereby grants permission for Licensor to speak with any employees, agents, contractors and consultants who performed any site investigation work for purposes of gathering information about the nature and condition of the Property.

The remainder of this page intentionally left blank.

[Signature page to follow]

Signature Page

License Agreement, City of Newburgh/Daniel Green

Property Location: 126, 130, 134, and 140 Carson Avenue

WITNESSETH:

THE CITY OF NEWBURGH
LICENSOR

By: _____

Joseph P. Donat, Interim City Manager
Per Resolution No.: _____-2019

LICENSEE

By: _____

Daniel Green

RESOLUTION NO. _____ - 2019

OF

APRIL 8, 2019

**A RESOLUTION AUTHORIZING THE EXTENSION OF TIME TO CLOSE TITLE
ON THE PROPERTY LOCATED AT 145 CHAMBERS STREET
(SECTION 18, BLOCK 4, LOT 17) SOLD AT PRIVATE SALE TO DIMAS MERO**

WHEREAS, by Resolution No.: 301-2018 of October 22, 2018, the Council of the City of Newburgh, New York, authorized the sale of 145 Chambers Street (Section 18, Block 4, Lot 17) to Dimas Mero; and

WHEREAS, the purchaser requested a 60-day extension of time to close title for the purpose of resolving a clerical error he made in the formation of a business entity he intends to use to take title to the property, and the Interim City Manager granted the request to extend the time to close title until March 26, 2019; and

WHEREAS, the resolution of the issues took longer than expected but are now complete and the purchaser has requested additional time to close title; and

WHEREAS, this Council has determined that granting the additional requested extension would be in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that an extension of time to close title for the property located at 145 Chambers Street is hereby authorized until May 3, 2019.

RESOLUTION NO.: ____ - 2019

OF

APRIL 8, 2019

**A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER
TO APPLY FOR AND ACCEPT IF AWARDED A NEW YORK STATE
GOVERNOR'S TRAFFIC SAFETY COMMITTEE 2020 POLICE TRAFFIC SERVICES
PROGRAM GRANT IN AN AMOUNT NOT TO EXCEED \$46,000.00
WITH NO CITY MATCH REQUIRED**

WHEREAS, the City of Newburgh wishes to apply for a State of New York Governor's Traffic Safety Committee 2020 Police Traffic Services Program Grant in the amount of \$46,000.00 with no City match required, except the City of Newburgh will be responsible for certain fringe benefit costs which are not covered by the grant; and

WHEREAS, the Governor's Traffic Safety Committee Police Traffic Services Program offers grant funding to conduct traffic enforcement details based on the crash data of their local patrol area with the goal of impacting motorist behavior and improving traffic safety within their jurisdiction; and

WHEREAS, if awarded the City of Newburgh Police Department will use the funds for traffic enforcement, and in addition to having a current mandatory seat belt use policy in place for police officers of the department, they will participate in the national Click it or Ticket seat belt enforcement mobilization; and

WHEREAS, this Council has determined that applying for and accepting such grant is in the best interests of the City of Newburgh and its residents;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Interim City Manager/City Manager be and he is hereby authorized to apply for and accept if awarded a New York State Governor's Traffic Safety Committee 2020 Police Traffic Services Program Grant in an amount not to exceed \$46,000.00 with no City match required; and that the Interim City Manager/City Manager is authorized to execute all such contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the program funded thereby.

RESOLUTION NO.: _____ - 2019

OF

APRIL 8, 2019

**A RESOLUTION AMENDING RESOLUTION NO. 186-2017 OF JULY 10, 2017 AND
AUTHORIZING THE INTERIM CITY MANAGER TO ACCEPT
A NEW YORK STATE DEPARTMENT OF STATE
LOCAL WATERFRONT REVITALIZATION PROGRAM GRANT THROUGH
THE 2017 CONSOLIDATED FUNDING APPLICATION IN THE AMOUNT
OF \$280,000.00 WITH A FIFTEEN PERCENT MATCH
FOR FINAL DESIGN AND PERMITTING FOR THE RECONSTRUCTION
OF THE NEWBURGH LANDING DOCK**

WHEREAS, by Resolution No. 186-2017 of July 10, 2017, the City Council of the City of Newburgh authorized the City Manager to apply for and accept if awarded a New York State Department of State Local Waterfront Revitalization Program grant through the 2017 Consolidated Funding Application in an amount not to exceed \$270,000.00 with a fifteen percent match to fund the final design and permitting phase of the Newburgh Landing Dock Reconstruction Project (the "Project"); and

WHEREAS, the New York State Department of State's Local Waterfront Revitalization Program awarded the City of Newburgh grant funding in the amount of \$280,000.00; and

WHEREAS, the City of Newburgh wishes to accept the additional LWR Program funding in the amount of \$280,000.00 for the Project; and

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Interim City Manager/City Manager be and he is hereby authorized to accept a New York State Department of State Local Waterfront Revitalization Program grant through the 2017 Consolidated Funding Application in the amount of \$280,000.00 with a fifteen percent match to fund the final design and permitting phase of the Newburgh Landing Dock Reconstruction Project; and that the Interim City Manager/City Manager is authorized to execute all such contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the program funded thereby.

RESOLUTION NO.: _____ - 2019

OF

APRIL 8, 2019

**A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER TO
EXECUTE A CONTRACT WITH MUNICIPAY, LLC
TO ALLOW THE CITY OF NEWBURGH TO ACCEPT CREDIT CARD AND
E-CHECK TRANSACTIONS**

WHEREAS, the City of Newburgh wishes to accept credit card and E-check payments directly and through the City's website; and

WHEREAS, MuniciPAY, LLC has submitted an agreement to provide credit card and E-check processing services to the City of Newburgh; and

WHEREAS, this Council has reviewed the attached agreement and has determined that executing same under the terms and conditions set forth therein is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Interim City Manager/City Manager be and he is hereby authorized to execute a contract with MuniciPAY, LLC to provide credit card and E-check processing services to the City of Newburgh.

New Merchant ☐ Additional Location ☐ Chain ☐

BUSINESS NAMES

DBA Name		Legal Name	Contact
DBA Address (no PO Box)		Legal Address	
DBA City, State, Zip		Legal City, State, Zip	
Location Phone Number	Customer Service Phone Number	Corporate Phone Number	Fax Number
Email Address (Required)		Website Address (Required for eCommerce)	

BUSINESS PROFILE

☐ Corporation
 ☐ LLC
 ☐ Sole Proprietor
 ☐ Chain
 ☐ Other _____

☐ Government
 ☐ Partnership
 ☐ Tax Exempt Organization (ex. 501c3) If Tax Exempt, Type: _____

Year Formed _____ Years Owned _____ # of Locations _____ Fed ID # (SSN If Sole Proprietor) _____

Contact Name _____ Telephone Number _____

Has Merchant or any associated principal and/or owners disclosed below filed bankruptcy or been subject to any involuntary bankruptcy? ☐ Yes ☐ No If yes, date filed: _____

Is this a publicly traded company? ☐ Yes ☐ No

Has Merchant been previously identified by Visa/Mastercard Risk Programs? ☐ Yes ☐ No

If yes, what programs and when: _____

OWNERS AND AN INDIVIDUAL WITH SIGNIFICANT RESPONSIBILITY

OWNER INFORMATION REQUIRED FOR EQUITY OWNERSHIP OF 25% OR GREATER AND AT LEAST ONE INDIVIDUAL WITH SIGNIFICANT RESPONSIBILITY* TO CONTROL, MANAGE, AND DIRECT THE LEGAL ENTITY.

1 (Primary Contact) ☐ Is a P.E.P.* ☐ Is an Individual with Significant Responsibility* First Name _____ Last Name _____ Title _____ % Business Ownership _____ Applicant's Social Security # _____ Home Phone _____ Residence Address _____ City _____ State _____ Zip _____ # Years At Residence _____ Date of Birth _____ Drivers License # _____ State Issued _____	2 ☐ Is a P.E.P.* ☐ Is an Individual with Significant Responsibility* First Name _____ Last Name _____ Title _____ % Business Ownership _____ Applicant's Social Security # _____ Home Phone _____ Residence Address _____ City _____ State _____ Zip _____ # Years At Residence _____ Date of Birth _____ Drivers License # _____ State Issued _____
3 ☐ Is a P.E.P.* ☐ Is an Individual with Significant Responsibility* First Name _____ Last Name _____ Title _____ % Business Ownership _____ Applicant's Social Security # _____ Home Phone _____ Residence Address _____ City _____ State _____ Zip _____ # Years At Residence _____ Date of Birth _____ Drivers License # _____ State Issued _____	4 ☐ Is a P.E.P.* ☐ Is an Individual with Significant Responsibility* First Name _____ Last Name _____ Title _____ % Business Ownership _____ Applicant's Social Security # _____ Home Phone _____ Residence Address _____ City _____ State _____ Zip _____ # Years At Residence _____ Date of Birth _____ Drivers License # _____ State Issued _____
5 ☐ Is a P.E.P.* ☐ Is an Individual with Significant Responsibility* First Name _____ Last Name _____ Title _____ % Business Ownership _____ Applicant's Social Security # _____ Home Phone _____ Residence Address _____ City _____ State _____ Zip _____ # Years At Residence _____ Date of Birth _____ Drivers License # _____ State Issued _____	*An individual with significant responsibility includes an executive officer or owner with authority to control, manage, and direct the legal entity (e.g., a Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, or Treasurer) or any other individual with authority to perform such functions. *The term "politically exposed person" generally includes a current or former senior foreign political figure, their immediate family, and their close associates. For more information, please visit www.evopayments.us/disclosures.

MEMBER BANK INFORMATION

Deutsche Bank Trust Company Americas - 60 Wall Street, New York, New York 10005 - COMPL.Card_Acquiring@list.DB.com

IMPORTANT MEMBER BANK RESPONSIBILITIES

- Member Bank is the only entity approved to extend acceptance of Visa products directly to a merchant.
- Member Bank must be a principal (signer) to the Merchant Processing Agreement.
- Member Bank is responsible for educating Merchants on pertinent Visa Regulations/Core Rules and Mastercard Regulations/Core Rules with which Merchants must comply.
- Member Bank is responsible for and must provide settlement funds to the Merchant.
- Member Bank is responsible for all funds held in reserve that are derived from the settlement.

IMPORTANT MERCHANT RESPONSIBILITIES

- Merchant must ensure compliance with cardholder data security and storage requirements.
 - Merchant must maintain fraud and chargebacks below thresholds.
 - Merchant must review and understand the terms of the Merchant Processing Agreement.
 - Merchant must comply with Visa Regulations/Core Rules which can be found at <https://usa.visa.com/support/consumer/visa-rules.html>.
 - Merchant must comply with Mastercard Regulations/Core Rules which can be found at <https://www.mastercard.us/en-us/about-mastercard/what-we-do/rules.html>.
 - Merchant must comply with the American Express Merchant Operating Guide which can be found at www.americanexpress.com/merchantopguide.
- The responsibilities listed above do not supersede terms of the Merchant Processing Agreement and are provided to ensure the merchant understands these specific responsibilities.

Merchant Signature _____ Date _____ Merchant's Printed Name & Title _____

Merchant Initials (Required): _____

CARDHOLDER DATA SECURITY, PAYMENT APPLICATIONS & SERVICE PROVIDERS

Payment Card Industry Data Security Standards ("PCI DSS") and Payment Card Network rules prohibit storage of track data under any circumstances. If you or your Point of Sale ("POS") system pass, transmit, store or receive full cardholder's data, then the POS software must be Payment Application Data Security Standard ("PA DSS") compliant and installed by a Qualified Integrator Reseller (QIR), and you (Merchant) must validate PCI DSS compliance. If you use a payment gateway it must be PCI DSS compliant and you (Merchant) must validate PCI DSS compliance.

1. Have you ever experienced an Account Data Compromise (ADC)? ☐ Yes ☐ No (Please proceed to #2) If Yes, Date: _____
2. Have you validated PCI DSS compliance? ☐ Yes ☐ No (Please proceed to #3) If Yes, Date: _____
- a. Which SAQ Validation Type was completed? ☐ A ☐ A-EP ☐ B ☐ B-IP ☐ C ☐ C-VT ☐ D ☐ P2PE-HW
- b. Qualified Security Assessor (QSA): _____ (As applicable)
- c. Approved Scanning Vendor (ASV): _____ (As applicable to SAQ A-EP, C or D merchants) Last Scan Date: _____
3. Do you or your Third-Party Provider(s) receive, transmit, or store Cardholder Data Electronically? ☐ Yes ☐ No (If you are using a dial-only terminal with no internet connectivity or Touch Tone Capture (TTC) check No)
- a. Payment Application or Software: _____ Model or Version Number: _____
- b. Was the Payment application installed by a QIR? ☐ Yes ☐ No QIR Name: _____
- c. Third-Party Provider: _____ Is this provider PCI DSS Compliant? ☐ Yes ☐ No
- d. Virtual Terminal or Payment Gateway: _____ Access to Cardholder Data? ☐ Yes ☐ No
- e. Web Hosting Vendor: _____ Access to Cardholder Data? ☐ Yes ☐ No
- f. Shopping Cart Vendor: _____ Access to Cardholder Data? ☐ Yes ☐ No
- g. Other Service Provider: _____ Access to Cardholder Data? ☐ Yes ☐ No

MERCHANT PROFILE***Visa/MC/Discover**

Annual Volume: _____ Average Ticket Size: _____ High Ticket Size: _____

AMEX

Annual Volume: _____ Average Ticket Size: _____ High Ticket Size: _____

Describe high ticket in detail: _____

Describe products/services in detail: _____

Magnetic stripe/chip read transactions (Card & Cardholder present) _____ %

Card & Cardholder present, "key punched" transactions w/ signature _____ %

Mail or Telephone order transactions _____ %

eCommerce/web based transactions _____ %

TOTAL MUST EQUAL 100%

Do you currently accept Visa-MC or Discover at this or any other business? ☐ Yes (If yes, submit 3 merchant statements) ☐ No Name of Current Processor: _____

Do you own or operate more than one business? ☐ Yes ☐ No Refund Policy: ☐ All sales final ☐ _____ days ☐ Exchange only

Check the boxes that apply: ☐ Shopping Center/Mall ☐ Website ☐ Roving Merchant ☐ Office Bldg ☐ Commercial/Industrial ☐ Storefront ☐ Residence ☐ Kiosk

Processing Profile: ☐ Retail ☐ Restaurant ☐ Lodging ☐ Mail/Telephone Order ☐ eCommerce ☐ B2B (If B2B, please indicate percentage of B2B transactions _____ %)

Seasonal Business? ☐ Yes ☐ No If Yes, please specify dates in business: Start Date _____ End Date _____

*Each person signing this form certifies that the volume, ticket, and products/services info above is accurate, complete and not misleading in any way and agrees that any transaction falling outside these parameters/descriptions can be cause for termination and can result in delayed and/or withheld settlement of funds. See paragraphs 4c, 9a, and 13b of the Merchant Processing Agreement regarding suspension, termination and Merchant changes.

MERCHANT SITE SURVEY REPORT (TO BE COMPLETED BY SALES REPRESENTATIVE)

Merchant Location: ☐ Retail Location With Store Front ☐ Office Building ☐ Residence ☐ Other _____ Area Zoned: ☐ Commercial ☐ Industrial ☐ Residential

Is inventory/merchandise amount consistent with type of business? ☐ Yes ☐ No If no, explain: _____

The Merchant: ☐ Owns ☐ Leases The Business Premises Landlord Name & Phone #: _____

Does the Merchant use a Fulfillment House? ☐ Yes ☐ No If yes, was the Fulfillment House inspected? ☐ Yes ☐ No

Further comments by Inspector (required): _____

BANK INFORMATION (ELECTRONIC FUNDS TRANSFER AUTHORIZATION)

Merchant authorizes any party to the Agreement to present Automated Clearing House credits, Automated Clearing House debits, wire transfers, or depository transfer checks to and from the following account and to and from any other account for which any such parties are authorized to perform such functions under the Merchant Processing Agreement, for the purposes set forth in the Merchant Processing Agreement. This authorization extends to amounts due and owing under lease, rental or purchase agreements for POS terminals and/or accompanying equipment and/or check guarantee fees and amounts due for supplies and materials. This Automated Clearing House authorization cannot be revoked until all Merchant obligations under this Agreement are satisfied, and Merchant gives written notice of revocation as required by this Agreement.

1

Bank Name: _____

Routing/ABA #: _____ DDA/Bank Account #: _____

Account Type*: ☐ Checking ☐ Savings (Not Preferred)

☐ Merchant Fees & Chargebacks ☐ Deposits ☐ Both*

2

Bank Name: _____

Routing/ABA #: _____ DDA/Bank Account #: _____

Account Type*: ☐ Checking ☐ Savings (Not Preferred)

☐ Merchant Fees & Chargebacks

*Account MUST have ACH debit and credit capability. *Both* will be the default selection if no selection is made and one bank account is provided.

A pre-printed voided check or letter from your bank will be required prior to final account approval.

Merchant Initials (Required): _____

BILLING & PRICING INFORMATION - SCHEDULE OF CONVENIENCE / SERVICE FEES

Over-the-Counter, Phone, Mail

Visa/MasterCard/Discover Transactions _____ %
 American Express Transactions _____ %
 Signature Debit Transactions _____ %

Ecommerce Transactions

Visa/MasterCard/Discover Transactions _____ %
 American Express Transactions _____ %

Echeck Transactions \$ _____ per check

APPLICABLE FEES

Initial MuniPAY Set Up Fee \$ _____
 Monthly Software/Gateway Fee \$ _____
(per month per Master MID)
 All Convenience/Service Fee Transactions have a \$ _____ minimum transaction charge

Special Billing Instructions

MUNICIPAY AGREEMENT

Convenience/Service Fee Special Terms and Conditions. The following terms and conditions shall serve as an agreement between MuniPAY LLC ("MP") and the Government Entity ("GE") listed on page 1 of the MP Merchant Agreement. These terms and conditions shall be in addition to but not serve as any replacement to any existing terms of the MP Merchant Agreement.

- 1. PCI-DSS Security.** MP is a certified Level 2 PCI DSS service provider. GE agrees not to store any sensitive credit card data.
- 2. Optional Cardholder Convenience/Service Fee Program.** GE understands that MP has authorized GE to accept credit cards. In order to waive processing fees for GE, MP is required to charge a Convenience/Service Fee to the cardholder at the time of transaction. GE agrees to meet all the requirements established by the Card Associations in order to allow a Convenience/Service Fee to be charged. NPS may deny/decline transactions that do not qualify for a Convenience/Service Fee per the rules and regulations of the Card Associations. MP agrees to offer cardholders competitive Convenience/Service Fees based upon the annual processing activity generated from each GE. MP reserves the right to modify the amount of this Convenience/Service Fee depending upon the costs which MP incurs to process such transactions, industry trends and/or card association rules. In the event of a change, MP shall provide Municipality with 30 days notice of such change.
- 3. Disclosure & Opt Out of Convenience/Service Fee.** GE understands that a cardholder has a right to opt out of a Convenience/Service Fee transaction at the time of sale. GE agrees to disclose to the cardholder(s) the amount of the calculated Convenience/Service Fee at the time of transaction (MuniPAY will automatically calculate fee) and give the option for the cardholder to cancel the payment and accept another form of payment (cash, checks etc.).
- 4. Transaction Receipt(s) • Mail/Telephone/Internet Transactions**
 - 4a. Face to Face Transactions:** GE understands cardholders will be required to sign separately for the MP Convenience/Service Fee and the transaction amount(s) due to GE. GE agrees to maintain a copy of transaction receipts for a minimum of 18 months per the Card Association regulations. GE further agrees to provide MP a timely copy of such receipt(s) in the event it is requested.
 - 4b. Phone Transactions:** GE understands that each transaction which is processed over the telephone shall require GE to disclose the Third Party Convenience/Service fee being assessed for the completion of the transaction prior to charging the cardholders credit card. The Cardholder has the right to opt out of the transaction, per the Card Association rules regarding Convenience/Service Fees. GE agrees to print a receipt for phone order transactions and to write in Phone Order on the signature line for both the MP Convenience/Service Fee and GE transaction(s).
 - 4c. Internet Transactions:** MuniPAY's secure e-commerce interface shall disclose to the Cardholder any Third Party Convenience/Service Fees being assessed prior to charging the Cardholders credit card. Such disclosure shall give the cardholder the right to "Opt-out" of the transaction per card association rules. MP shall automatically initiate an email receipt to the Cardholder for each completed transaction.
- 5. Internet Sale Items/Default Pricing.** GE understands that by using the MuniPAY e-commerce processing solution, it has authorized MP to post any set default pricing and payment items as indicated by the GE. GE agrees that it is the responsibility of the GE to notify the MuniPAY Support Center of any changes to default pricing and/or payment items displayed.
- 6. Card Holder Disputes/Convenience/Service Fee Indemnification.** GE agrees that any disputes between GE and a Cardholder relating to a transaction funded directly to the GE shall be settled between GE and the Cardholder directly. MP shall assist GE in settling these disputes. GE understands that such disputes can result in a cardholder issued "chargeback" to GE based on Card Association rules and regulations. Chargeback(s) can be avoided by settling disputes with the Cardholder directly or issuing a refunded transaction. MP will provide details of such "chargeback(s)" including Cardholder name and transaction details. Such chargeback disputes may require GE to provide a copy of the signed credit card receipt. GE will hold no liability nor be debited any chargeback for a Convenience/Service Fee amount.

By signing below, I have read and understand the terms and conditions above and understand that these terms shall be in addition to my MP Merchant Application/Agreement, including but not limited to the terms and conditions of such MP merchant agreement.

Signature _____

Print Name _____

Title _____

Date _____

Sales Professional Signature _____

Agent / Affiliate ID _____

Date _____

ACKNOWLEDGEMENT & AGREEMENT (required)

ACKNOWLEDGEMENT & AGREEMENT (required) INVESTIGATIVE CONSUMER REPORT: An investigative or consumer report may be made in connection with application. MERCHANT authorizes any party to the Agreement or any of its agents to investigate the references provided or any other statements or data obtained from MERCHANT, from any of the undersigned, or from any other person or entity with any financial obligations under this Agreement. You have a right, upon written request, to a complete and accurate disclosure of the nature and scope of the investigation requested. **CORPORATE RESOLUTION.** The indicated officer (s) identified below have the authorization to execute the Merchant Processing Agreement on behalf of the here within named corporation. Merchant understands that this agreement shall not take effect until merchant has been approved by bank and a merchant number has been issued. **IMPORTANT NOTICE:** All information contained in this application was completed or supplied by all contracting parties. Any change in printed terms shall be of absolutely no force or effect unless specifically agreed to in writing by all contracting parties. By signing below on either the original or a facsimile you are agreeing to the provisions stated within the Terms and Conditions of the Merchant Processing Agreement and the Merchant Application on the reverse side, and you are acknowledging that you have carefully read each of those provisions before signing. **BY SIGNING BELOW,** either on the original or a fax you are agreeing to the provisions stated within the terms & conditions of this merchant application and you are acknowledging that you both received a copy of and have carefully read each of these provisions within the attached 3 page Merchant Processing Terms & Agreement before signing below.

Signature 1 _____

Signature 2 _____

Title _____

Date _____

Date _____

MERCHANT PROCESSING AGREEMENT

This document, "Merchant Processing Agreement" (the "Agreement"), accompanies the document "Merchant Application" ("Merchant Application") and includes the Terms and Conditions set forth below (the "Terms and Conditions") together with the terms and conditions of the Merchant Application. The bank ("Bank") identified in this Agreement is a member of Visa Inc. ("Visa") and Mastercard International, Inc. ("Mastercard"), and is Deutsche Bank AG, New York branch. EVO Merchant Services, LLC d/b/a EVO ("EVO") is a registered independent sales organization of Visa and a member service provider of Mastercard. This Agreement is between EVO, Bank, and the merchant (or "you") identified in the Merchant Application ("Merchant"). Merchant and EVO agree that the rights and obligations contained in this Agreement do not apply to Bank with respect to Discover and American Express transactions. To the extent Merchant accepts Discover cards, the provisions in this Agreement with respect to Discover apply if Merchant does not have a separate agreement with Discover. In such case, Merchant will also be enabled to accept JCB, Diners Club International ("Diners Club"), and UnionPay International ("UnionPay") cards under the Discover network and such transactions will be processed at the same fee rate as Merchant's Discover transactions are processed.

RECITALS

Merchant desires to accept credit cards ("Cards") validly issued by members of Visa, Mastercard, Discover, and American Express. Bank and EVO desire to provide credit card processing services to Merchant. Therefore, Merchant, EVO and Bank agree as follows:

TERMS AND CONDITIONS

1. Honoring Cards.

A. Without Discrimination. You will honor, without discrimination, any Card properly tendered by a Cardholder. "Cardholder" (sometimes referred to as "Card Member" in some Payment Card Network materials) means a person possessing a Card and purporting to be the person in whose name the Card is issued. You may establish a minimum amount of \$10 per transaction as a condition for honoring Cards. You will not establish a maximum transaction amount as a condition for honoring Cards, and you will not establish a minimum or maximum amount for debit card transactions.

B. Cardholder Identification. You will identify the Cardholder and check the expiration date and signature on each Card. You will not honor any Card if: (i) the Card has expired, (ii) the signature on the sales draft does not correspond with the signature on the Card, or (iii) the account number embossed on the Card does not match the account number on the Card's magnetic strip (as printed in electronic form) or the account number is listed on a current Electronic Warning Bulletin file. You may not require a Cardholder to provide personal information, such as a home or business telephone number, a home or business address, or a driver's license number as a condition for honoring a Card unless permitted under the Laws and Rules (defined in Section 14, below).

C. Card Recovery. You will use your best efforts to retain any Card: (i) if you are advised by EVO or Bank (or a designee) or the issuer of the Card or the designated voice authorization center to retain it; (ii) if you have reasonable grounds to believe the Card is counterfeit, fraudulent or stolen, or not authorized by the Cardholder; or (iii) other circumstances as documented by EVO or as appear in applicable payment network rules that exist in the public domain.

D. Surcharge/Swipe Fee. You will not add any amount to the posted price of goods or services you offer as a condition of paying with a Card, except as permitted by the Rules. This paragraph does not prohibit you from offering a discount from the standard price to induce a person to pay by cash, check or similar means rather than by using a Card.

E. Return Policy. You will properly disclose to the Cardholder, at the time of the Card transaction and in accordance with the Rules, any limitation you have on accepting returned merchandise.

F. No Claim Against Cardholder. You will not have any claim against or right to receive payment from a Cardholder unless EVO and Bank refuses to accept the Sales Draft (as defined in Section 3) or revokes a prior acceptance of the Sales Draft after receipt or a chargeback or otherwise. You will not accept any payments from a Cardholder relating to previous charges for merchandise or services included in a Sales Draft, and if you receive any such payments you promptly will remit them to EVO and Bank.

G. Disputes With Cardholders. All disputes between you and any Cardholder relating to any Card transaction will be settled between you and the Cardholder. Neither EVO nor Bank bear any responsibility for such transactions.

H. Limited Acceptance. You will elect to accept (full acceptance) or not accept (limited acceptance) certain credit and/or debit Cards for payment. You will accept all valid Cards unless you provide 30 days prior written notice to EVO and Bank requesting limited acceptance and specifying which Card types you elect to accept. Limited acceptance is not applicable to non US issued cards.

2. Authorization.

A. Required on All Transactions. You will obtain a prior authorization for the total amount of a transaction via electronic terminal or device before completing any transaction, and you will not process any transaction that has not been authorized. You will follow any instructions received during the authorization process. Upon receipt of authorization you may consummate only the transaction authorized and must note on the Sales Draft the authorization number. Where authorization is obtained, you will be deemed to warrant the true identity of the customer as the Cardholder.

B. Effect. Authorizations are not a guarantee of acceptance or payment of the Sales Draft. Authorizations do not waive any provisions of this Agreement or otherwise validate a fraudulent transaction or a transaction involving the use of an expired Card.

C. Unreadable Magnetic Stripes. When you present Card transactions for authorization electronically, and if your terminal is unable to read the magnetic stripe on the card, you will obtain an imprint of the card and the Cardholder's signature on the imprinted draft before presenting the Sales Draft to EVO and Bank for processing. Failure to do so may result in the assessment of a transaction surcharge on non-qualifying transactions.

3. Presentment of Sales Drafts.

A. Forms. You will use a Sales Draft ("Sales Draft") or other form approved by EVO and Bank to document each Card transaction. Each Sales Draft will be legibly imprinted with: (i) Merchant's name, location and account number; (ii) the information embossed on the Card presented by the Cardholder (either electronically or manually); (iii) the date of the transaction; (iv) a brief description of the goods or services involved; (v) the transaction authorization number; (vi) the total amount of the sale including any applicable taxes, or credit transaction; and (vii) adjacent to the signature line, a notation that all sales are final, if applicable.

B. Signatures. Each Sales Draft must be signed by the Cardholder unless the Card transaction is a valid mail/telephone order Card transaction which fully complies with the requirements set forth in this Agreement. You may not require the Cardholder to sign the Sales Draft before you enter the final transaction amount in the Sales Draft.

C. Reproduction of Information. If the following information is not legibly imprinted on the Sales Draft, you will legibly inscribe on the Sales Draft before submitting it to EVO and Bank: (i) the Cardholder's name; (ii) account number (iii) expiration date of the Card and (iv) the Merchant's name and place of business. Additionally, for Mastercard transactions you will legibly inscribe the name of the bank issuing the Card as it appears on the face of the Card.

D. Delivery and Retention of Sales Drafts. You will deliver a complete copy of the Sales Draft or credit voucher to the Cardholder at the time of the transaction. You will retain the "merchant copy" of the Sales Draft or credit memorandum for at least 3 years following the date of completion of the Card transaction (or such longer period as the Rules require).

E. Electronic Transmission. In using electronic authorization and/or data capture services, you will enter the data related to a sales or credit transaction into a computer terminal or magnetic stripe reading terminal no later than the close of business on the date the transaction is completed (unless otherwise permitted by the Rules). Failure to do so may result in the assessment of a transaction surcharge on non-qualifying transactions and, at EVO's sole discretion, the deposit of the funds received for such sales or credit transaction into the Reserve Account. If you provide your own electronic terminal or similar device, such terminal must meet EVO and Bank's requirements for processing transactions. Information regarding a sales or credit transaction transmitted with a computer or magnetic stripe reading terminal will be transmitted by you to EVO and Bank or their agent in the form EVO and Bank from time to time specify or as required under the Rules. If EVO or Bank requests a copy of a Sales Draft, credit voucher or other transaction evidence, you will provide it within 24 hours following the request.

4. Deposit of Sales Drafts and Funds Due Merchant.

A. Deposit of Funds. i. Deposits. You agree that this Agreement is a contract of financial accommodation within the meaning of the Bankruptcy Code, 11 U.S.C. § 365 as amended from time to time. Subject to this Section, Bank will deposit to the Designated Account (defined in section 6 below) funds evidenced by Sales Drafts (whether evidenced in writing or by electronic means) complying with the terms of this Agreement and the Rules and will provide you provisional credit for such funds (less recoupment of any credit(s), adjustments, fines, chargebacks, or fees). You shall not be entitled to credit for any indebtedness that arises out of a transaction not processed in accordance with the terms of this Agreement or the rules and regulations of the Card Payment Networks. You acknowledge that your obligation to EVO and Bank for all amounts owed under this Agreement arises out of the same transaction as EVO and Bank's obligation to deposit funds to the Designated Account. ii. Provisional Credit. Notwithstanding the previous sentences, under no circumstance will EVO or Bank be responsible for processing credits or adjustments related to Sales Drafts not originally processed by EVO and Bank. All Sales Drafts and deposits are subject to audit and final checking by EVO and Bank and may be adjusted for inaccuracies. You acknowledge that all credits provided to you are provisional and subject to chargebacks, recoupment, adjustments, fines and fees: (i) in accordance with the Rules; (ii) for any of your obligations to EVO and Bank; and (iii) in any other situation constituting suspected fraud or a breach of this Agreement, whether or not a transaction is charged back by the Card issuer. EVO and Bank may elect, but are not required, to grant conditional credit for individual or groups of any funds evidenced by Sales Drafts. Final credit for those conditional funds will be granted within EVO and Bank's sole discretion. iii. Processing Limits. EVO and Bank may impose a cap on the volume and ticket amount of Sales Drafts that they will process for you, as indicated to you by EVO or Bank. This limit may be changed by EVO or Bank upon written notice to you.

B. Chargebacks. You are fully liable for all transactions returned for whatever reason, otherwise known as "chargebacks". You will pay on demand the amount of all chargebacks. Authorization is granted to offset from incoming transactions and to debit the Designated Account and the Reserve Account (defined in Section 7, below) the amount of all chargebacks. You will fully cooperate in complying with the Rules regarding chargebacks.

C. Excessive Activity. Your presentation to EVO and Bank of Excessive Activity will be a breach of this Agreement and cause for immediate termination of this agreement. "Excessive Activity" means, during any monthly period: (i) the dollar amount of chargebacks and/or retrieval requests in excess of 1% of the average monthly dollar amount of your Card transactions; (ii) sales activity that exceeds by 10% of the dollar volume indicated on the Application; or (iii) the dollar amount of returns equals 20% of the average monthly dollar amount of your Card transactions. You authorize, upon the occurrence of Excessive Activity, EVO and Bank to take any action they deem necessary including but not limited to, suspension of processing privileges and establishment or increase in the amount allocated to the Reserve Account and a reduction in the amount of provisional credit remitted to you in accordance with this Agreement.

D. Credit. i. Credit Memoranda. You will issue a credit memorandum in any approved form, instead of making a cash advance, a disbursement or a refund on any Card transaction. EVO or Bank will debit the Designated Account for the total face amount of each credit memorandum submitted to EVO and Bank. You will not submit a credit memorandum relating to any Sales Draft not originally submitted to EVO and Bank, nor will you submit a credit memorandum that exceeds the amount of the original Sales Draft. You will within the time period specified by the Rules, provide a credit memorandum or credit statement for every return of goods or forgiveness of debt for services which were the subject of a Card transaction. ii. Revocation of Credit. EVO or Bank may refuse to accept any Sales Draft, and EVO and Bank may revoke prior acceptance of a Sales Draft in the following circumstances: (a) the transaction giving rise to the Sales Draft was not made in compliance with this Agreement, the Laws or the Rules; (b) the Cardholder disputes his liability to EVO and Bank for any reason, including but not limited to a contention that the Cardholder did not receive the goods or services, that the goods or services provided were not as ordered, or those chargeback rights enumerated in the Rules; or (c) the transaction giving rise to the Sales Draft was not directly between you and the Cardholder. You will pay EVO and Bank any amount previously credited to you for a Sales Draft not accepted by EVO and Bank or where accepted, is revoked by EVO and Bank.

E. Reprocessing. Notwithstanding any authorization or request from a Cardholder, you will not re-enter or reprocess any transaction which has been charged back.

F. Miscellaneous. You will not present for processing or credit, directly or indirectly, any transaction not originated as a result of a Card transaction directly between you and a Cardholder or any transaction you know or should know to be fraudulent or not authorized by the Cardholder. You will not sell or disclose to third parties Card account information other than in the course of performing your obligations under this Agreement.

5. Other Types of Transactions.

A. Debit Card Processing Services. You may elect to accept debit cards, and said election should be made by you on the accompanying Merchant Application. If you elect to accept debit cards, the following terms and conditions apply to you. Debit Sponsor shall act as your sponsor with respect to the participation of point-of-sale terminals owned, controlled, and/or operated by you (the "Covered Terminals") in each of the following debit card networks ("Networks"): Accel, AFFN, Alaska Option, Interlink, Maestro, NYCE, Pulse, Shazam, Star, CU24, and Tyme, which Networks may be changed from time-to-time by Debit Sponsor or EVO without notice. You may also have access to other debit networks that do not require a sponsor. EVO will provide you with the ability to access the Networks at the Covered Terminals for the purpose of authorizing debit card transactions from cards issued by the members of the respective Networks, and EVO will provide connection to such Networks, terminal applications, settlement, and reporting activities (collectively, the "Services"). You will comply with all federal, state, and local laws, rules, regulations and ordinances ("Applicable Laws") and with all by-laws, regulations, rules, and operating guidelines of the Networks ("Network Rules"). You will execute and deliver any application, participation, or membership agreement or other document necessary to enable Debit Sponsor to act as sponsor for you in each Network, and you shall obtain all consents, approvals, authorizations, or orders of any governmental agency or body required for the execution, delivery, and performance of this Agreement. You agree to utilize the debit card services in accordance with this Agreement, its exhibits or attachments, and EVO's instructions and specifications, and to provide EVO with the necessary data in the proper format to enable EVO to properly furnish the Services. Copies of the relevant agreements or operating regulations shall be made available to you upon request. You will provide prompt written notice to EVO in the event that you are subject to any of the following: i. Conviction for a felony offense or any other crime involving moral turpitude; ii. Restraining order, decree, injunction, or judgment in any proceeding or lawsuit alleging fraud or deceptive practice on your part; iii. Bankruptcy filing or petition; iv. Federal or state tax lien; v. Any material adverse change in your assets, operations, or condition, financial or otherwise; vi. The threat or filing of any litigation against you, the outcome of which reasonably could have a material adverse effect on your continuing operations; vii. Administrative or enforcement proceeding commenced by any state or federal regulatory agency, including any banking or securities agency or entity operating an EBT Network, that reasonably could have a material adverse effect on your continuing operations; or viii. Any disciplinary action taken by any Network against you or any of your principals. EVO may terminate or suspend in its discretion Debit Sponsor's sponsorship of you in any Network or modify the provision of Services to you: i. Immediately upon notice to you of the occurrence of any of the conditions set forth in items (i), (ii), (iii), (iv), or (viii) in the immediately preceding paragraph or Debit Sponsor's authority to participate in such Network or act as your sponsor in such Network is terminated by such Network; ii. Thirty (30) days after written notice by EVO to you of the occurrence of any of the conditions set forth in items (iv), (vi), or (vii) in the immediately preceding paragraph or if Debit Sponsor terminated its membership or participation in such Network; iii. Immediately upon notice to you in

the event any financial statement, representation, warranty, statement or certificate furnished is materially false or misleading; or iv. Immediately upon notice to you of the occurrence of any other circumstance with respect to this Section that may reasonably be expected to have an adverse effect on EVO. The parties hereto acknowledge and agree that EVO shall pay Debit Sponsor any and all fees related to Debit Sponsor's sponsorship of you in the Networks; provided, however, that in the event EVO fails to pay such amounts, Debit Sponsor shall be entitled to recover all such amounts directly from you and you agree to pay all such amounts. You shall not in any way indicate that Debit Sponsor endorses your activities, products, or services. Debit Sponsor and you are and shall remain independent contractors of one another, and neither they, nor their respective individual employees, shall have or hold themselves out as having any power to bind the other to any third party. Nothing contained in this section shall be construed to create or constitute a partnership, joint venture, employer-employee, or agency relationship between Debit Sponsor and you. You shall indemnify and hold harmless EVO and its affiliates (including parents and subsidiaries), and their respective officers, directors, employees, successors and assigns, from and against any and all direct or contingent losses, costs, claims, demands, and causes of action (including, without limitation, the cost of investigating the claim, the cost of litigation, and reasonable attorney's fees including those of in-house counsel, whether or not legal proceedings are instituted) paid or incurred by or on behalf of EVO as a result of your violation of any of the terms of this Section, Network Rules, or Applicable Laws, or otherwise arising from or related to Debit Sponsor's sponsorship of you in any Network. In the event that Debit Sponsor's sponsorship of you in any Network is terminated prior to the termination of this Agreement, EVO may assign Debit Sponsor's rights and obligations hereunder to a third party. All provisions in this section necessary to enforce the rights and obligations of the parties contained in this section shall survive the termination of Debit Sponsor's debit sponsorship of you under this Agreement.

B. Mail/Telephone Order. EVO and Bank caution against mail orders or telephone orders or any transaction in which the Cardholder and Card are not present ("mail/telephone orders") due to the high incidence of customer disputes. You will obtain the expiration date of the Card for a mail/telephone order and submit the expiration date when obtaining authorization of the Card transaction. For mail/telephone order transactions, you will type or print legibly on the signature line the following as applicable: telephone order or "TO" or mail order or "MO". You must promptly notify EVO and Bank if your retail/mail order/telephone order mix changes from the percentages represented to EVO and Bank in the Merchant Application. EVO and Bank may cease accepting mail/telephone order transactions, or limit their acceptance of such transactions, or increase their fees if this mix changes. Bank will release funds to Merchant five (5) business days after the transaction date for mail/telephone orders. Merchant agrees to use and retain proof of a traceable delivery system as means of shipment of product to the customer. Merchant agrees that transactions will not be processed until products are shipped to the Cardholder. Merchant agrees to pay a charge of \$0.05 per AVS transaction, if applicable. This agreement may be immediately terminated by Bank if Merchant fails to comply with any of the terms of the agreement.

C. Recurring Transactions. For recurring transactions, you must obtain a written request from the Cardholder for the goods and services to be charged to the Cardholders account, the frequency of the recurring charge, and the duration of time during which such charges may be made. You will not complete any recurring transaction after receiving: (i) a cancellation notice from the Cardholder, (ii) notice from EVO or Bank, or (iii) a response that the Card is not to be honored. You must print legibly on the Sales Draft the words "Recurring Transaction".

D. Multiple Sales Drafts. You will include a description and total amount of goods and services purchased in a single transaction on a single Sales Draft or transaction record, unless (i) partial payment is entered on the Sales Draft or transaction record and the balance of the transaction amount is paid in cash or by check at the time of transaction, or (ii) a Sales Draft represents an advance deposit in a Card transaction completed in accordance with this Agreement and the Rules.

E. Partial Completion. i. Prior Consent. You will not accept for payment by Card any amount representing a deposit or partial payment for goods or services to be delivered in the future without the prior written consent of EVO or Bank. Such consent will be subject to Bank's final approval. The acceptance of a Card for payment or partial payment of goods or services to be delivered in the future without prior consent will be deemed a breach of this Agreement and cause for immediate termination, in addition to any other remedies available under the Laws or Rules. ii. Acceptance. If you have obtained prior written consent, then you will complete such Card transactions in accordance with the terms set forth in this Agreement, the Rules, and the Laws. Cardholders must execute one Sales Draft when making a deposit with a Card and a second Sales Draft when paying the balance. You will note upon the Sales Draft the words "deposit" or "balance" as appropriate. You will not deposit the Sales Draft labeled "balance" until the goods have been delivered to Cardholder or you have fully performed the services.

F. Future Delivery. You will not present any Sales Draft or other memorandum to Bank for processing "whether by electronic means" which relates to the sale of goods or services for future delivery without EVO or Bank's, prior written authorization. Such consent will be subject to Bank's final approval. If EVO or Bank have given such consent, you represent and warrant to EVO and Bank that you will not rely on any proceeds or credit resulting from such transactions to purchase or furnish goods or services. You will maintain sufficient working capital to provide for the delivery of goods or services at the agreed upon future date, independent of any credit or proceeds resulting from sales drafts or other memoranda taken in connection with future delivery transactions.

G. Electronic Commerce Transactions. You may process electronic commerce ("EC") transactions only if you have so indicated on the Application, and only if you have obtained EVO's consent. If you submit EC transactions without our consent, we may immediately terminate this Agreement. If you have indicated on the Application that you will be submitting EC transactions, you acknowledge that you have reviewed the Payment Card Industry Data Security Standards (PCI DSS), Visa's Cardholder Information Security Program (CISP), Mastercard's Site Data Protection Program (SDP), and American Express' Merchant Data Security Requirements (MDSR) and to the extent that they apply to you, you agree to comply with, and ensure such transactions comply with, the terms of each. You understand that transactions processed via EC are high risk and subject to a higher incidence of chargebacks. You are liable for all chargebacks and losses related to EC transactions, whether or not: i) EC transactions have been encrypted; and ii) you have obtained consent to engage in such transactions. Encryption is not a guarantee of payment and will not waive any provision of this Agreement or otherwise validate a fraudulent transaction. All communication costs related to EC transactions are your responsibility. You understand that EVO will not manage the EC telecommunications link and that it is your responsibility to manage that link. All EC transactions will be settled by Bank into a depository institution of the United States in U.S. currency. i. Requirements. For goods to be shipped on EC transactions, you may obtain authorization up to 7 calendar days prior to the shipment date. You need not obtain a second authorization if the Sales Draft amount is within 15% of the authorized amount, provided that the additional amount represents shipping costs. Further, your web site must contain all of the following information: i) complete description of the goods or services offered, ii) returned merchandise and refund policy, iii) customer service contact, including electronic mail address and/or telephone number, iv) transaction currency (such as U.S. or Canadian dollars), v) export or legal restrictions, if known, and vi) delivery policy. If you store cardholder account numbers, expiration dates, and other personal cardholder data in the database, you must follow PCI DSS, CISP, SDP, and MDSR guidelines on securing such data. ii. If you accept EC transactions, you must: install and maintain a working network firewall to protect data accessible via the Internet; keep security patches up-to-date; encrypt stored data and data sent over open networks; use and update anti-virus software; restrict access to data by business "need-to-know"; assign a unique ID to each person with computer access to data; not use vendor-supplied defaults for system passwords and other security parameters; track access to data by unique ID; regularly test security systems and processes; maintain a policy that addresses information security for employees and contractors; and restrict physical access to Cardholder information. When outsourcing administration of information assets, networks, or data you must retain legal control of proprietary information and use limited "need-to-know" access to such assets, networks or data. Further, you must reference the protection of cardholder information and compliance with the PCI DSS, CISP, SDP, and MDSR Rules in contracts with other service providers. You understand that failure to comply with this Section may result in fines and you agree to indemnify and reimburse EVO and Bank immediately for any fine imposed due to your breach of this Section.

H. JCB, Diners Club and UnionPay Transactions. Upon your request, EVO will provide authorization and/or data capture service for JCB, Diners Club and UnionPay transactions. By signing this Agreement, Merchant agrees to abide by the terms and conditions of Diners Club, JCB and UnionPay. Merchant understands that the Diners Club Agreement will be sent to the business entity indicated on this application. By accepting the Diners Club Card for goods and/or services, Merchant agrees to be bound by the terms and conditions of the Diners Club Agreement. EVO and Bank are not responsible for funding such transactions. Initial setup fees may apply.

I. Cash Advances, Script, Money Service Businesses and Manual Cash Disbursements. Merchant will not deposit any transaction for purposes of obtaining or providing a cash advance. You will not accept a Card to purchase travelers checks, script, Foreign Currency, Visa Travel/Money Cards, or other prepaid cards redeemable for cash or cash equivalent. You agree that any such deposit or transaction shall be grounds for immediate termination. Money Service Businesses that charge a service fee or commission must include such fee or commission in the transaction amount and not collect it separately. Financial institutions performing manual cash disbursement services are subject to all membership requirements, core rules, and operating regulations applicable to manual cash disbursement services, including, but not limited to the Visa prohibition against accepting Visa Electron or Travel/Money Cards for manual cash disbursements.

6. Designated Account.

A. Establishment and Authority. Merchant will establish and maintain an account at an ACH receiving depository institution approved by Bank and EVO ("Designated Account"). Merchant will maintain sufficient funds in the Designated Account to satisfy all obligations, including fees, contemplated by this Agreement. Merchant irrevocably authorizes Bank and EVO to debit the Designated Account for chargebacks, recoupments, adjustments, fines, fees and any other penalties or amounts owed under this Agreement, and irrevocably authorizes Bank and EVO to debit the Designated Account for any amount owed to Bank and EVO under this Agreement other than the amounts directly attributable to the settlement of transactions. You also authorize EVO and Bank to debit the Merchant Account for any fees due such vendor or agent under this Agreement. This authority will remain in effect for at least 2 years after termination of this Agreement whether or not you have notified EVO and Bank of a change to the Designated Account. Merchant must obtain prior written consent from Bank or EVO to change the Designated Account. If Merchant does not get that consent, EVO or Bank may immediately terminate the Agreement and may take other action necessary, as determined by them within their sole discretion.

B. Deposit. Bank will deposit all Sales Drafts to the Designated Account subject to the other provisions of this Agreement. The funds represented by Sales Drafts will be deposited 3 business days following EVO's receipt of the Sales Draft, except for mail order/telephone order and electronic commerce transactions, which will be deposited 5 business days following receipt of the Sales Draft. "Business Day" means Monday through Friday, excluding holidays observed by the Federal Reserve Bank of New York. Merchant authorizes Bank and EVO to initiate reversal or adjustment entries and initiate or suspend such entries as may be necessary to grant Merchant provisional credit for any entry. You authorize and appoint Bank and EVO to act as your agent to collect Card transaction amounts from the Card issuing bank. As the collecting agent, Bank and EVO in their sole discretion, may grant you provisional credit for transaction amounts in the process of collection, subject to receipt of final payment by Bank and subject to all chargebacks.

C. Asserted Errors. You must promptly examine all statements relating to the Designated Account, and immediately notify EVO and Bank in writing of any errors. Your written notice must include: (i) Merchant name and account number. (ii) the dollar amount of the asserted error, (iii) a description of the asserted error, and (iv) an explanation of why you believe an error exists and the cause of it, if known. That written notice must be received by EVO and Bank within 30 calendar days after you received the periodic statement containing the asserted error. Your failure to notify EVO and Bank of any error within 30 days constitutes a waiver of any claim relating to that error. You may not make any claim against EVO or Bank for any loss or expense relating to any asserted error for 60 calendar days immediately following our receipt of your written notice. During that 60 day period, EVO and Bank will be entitled to investigate the asserted error.

D. Indemnity. You will indemnify and hold EVO and Bank harmless for any action they take against the Designated Account, the Reserve Account, or any other account pursuant to this Agreement.

E. ACH Authorization. You authorize EVO and Bank to initiate ACH debit/credit entries to the Designated Account and the Reserve Account, all in accordance with this Agreement and the ACH Debit/Credit Authorization set forth in the attached Merchant Application. The ACH Authorization will remain in effect beyond termination of this Agreement. In the event you change the Designated Account, you hereby authorize EVO and Bank to initiate ACH debit/credit entries to the new Designated Account.

7. Security Interests, Reserve Account, Recoupment and Set-Off.

A. Security Interests. i. Security Agreement. This Agreement is a security agreement under the Uniform Commercial Code. You grant to EVO and Bank a security interest in and lien upon: (i) all funds at any time in the Designated Account, regardless of the source of such funds; (ii) all funds at any time in the Reserve Account, regardless of the source of such funds; (iii) present and future Sales Drafts; and (iv) any and all amounts which may be due to you under this Agreement including, without limitation, all rights to receive any payments or credits under this Agreement (collectively, the "Secured Assets"). You agree to provide other collateral or security to EVO and Bank to secure your obligations under this Agreement upon EVO or Bank's request. These security interests and liens will secure all of your obligations under this Agreement and any other agreements now existing or later entered into between you and EVO or Bank. This security interest may be exercised by EVO or Bank without notice or demand of any kind by making an immediate withdrawal or freezing the secured assets, if. Perfection. Upon request of EVO or Bank, you will execute one or more financing statements or other documents to evidence this security interest. You represent and warrant that no other person or entity has a security interest in the Secured Assets. Further, with respect to such security interests and liens, EVO and Bank will have all rights afforded under the Uniform Commercial Code, any other applicable law and in equity. You will obtain from EVO and Bank written consent prior to granting a security interest of any kind in the Secured Assets to a third party. You agree that this is a contract of recoupment and EVO and Bank are not required to file a motion for relief from the automatic stay in any bankruptcy proceeding in order for EVO or Bank to realize on any of its collateral (including any Reserve Account). Nevertheless you agree not to contest or object to any motion for relief from the automatic stay filed by EVO or Bank. You authorize EVO or Bank and appoint EVO or Bank your attorney in fact to sign your name to any financing statement used for the perfection of any security interest or lien granted hereunder.

B. Reserve Account. i. Establishment. A non-interest bearing deposit account ("Reserve Account") has been established and is maintained at Bank or one of its affiliates with sums sufficient to satisfy your current and future merchant obligations as determined by EVO and Bank. You authorize EVO and Bank to debit the Designated Account or any other account you have at Bank or any other financial institution to establish or maintain funds in the Reserve Account. Bank or EVO may deposit into the Reserve Account funds it would otherwise be obligated to pay you, for the purpose of establishing, maintaining or increasing the Reserve Account in accordance with this Section, if it determines such action is reasonably necessary to protect its interests. ii. Authorizations. EVO and Bank may, without notice to you, apply deposits in the Reserve Account against any outstanding amounts you owe under this Agreement or any other agreement between you and EVO or Bank. Also, EVO and Bank may exercise their rights under this Agreement against the Reserve Account to collect any amounts due to EVO or Bank including, without limitation, rights of set-off and recoupment. In the event you submit a merchant application to EVO through the use of Insta-App, and EVO does not receive a completed written merchant application within 2 business days, you authorize EVO or Bank to hold all of your funds in the Reserve Account until the completed written merchant application and other required documentation is received by EVO. iii. Funds. Funds in the Reserve Account will remain in the Reserve Account for 270 calendar days following the later of termination of this Agreement or the last activity in your account, provided, however, that you will remain liable to EVO and Bank for all liabilities occurring beyond such 270 day period. After the expiration of the 270 day period EVO will provide you with written notification via nationally recognized delivery service advising you that the 270 day period has expired, requesting that you provide EVO with an address where the funds you have remaining in the Reserve Account should be delivered, and stating that in the event you fail to respond to this notification within 30 days, EVO will begin deducting a flat fee of \$95 each month from the funds you have remaining in the Reserve Account. In the event you fail to respond to the notification, the \$95 fee will then be deducted each month from the funds you have remaining in the Reserve Account. This fee will offset the administrative, clerical, legal, and risk management costs incurred by EVO to monitor the funds you have remaining in the Reserve Account beyond the 270 day period, and includes all monthly minimums and any other contractual fees that would ordinarily be assessed against your account pursuant to the terms of this Agreement. You agree that prior to the expiration of the 270 days, you will not use any funds you have in the Reserve Account for any purpose, including but not limited to paying chargebacks, fees, fines, or other amounts you owe to EVO and/or Bank under this Agreement. EVO and Bank (and not Merchant) shall have control of the Reserve Account. iv. Assurance. In the event of a bankruptcy proceeding and the determination by the court that this Agreement is assumable under Bankruptcy Code § 365, as amended from time to time, you must maintain funds in the Reserve Account in an amount satisfactory to EVO and Bank.

C. Recoupment and Set Off. EVO and Bank have the right of recoupment and set-off. This means that they may offset or recoup any outstanding/uncollected amounts owed by you from: (i) any amounts they would otherwise be obligated to deposit into the Designated Account; (ii) any other amounts Bank or EVO may owe you under this Agreement or any other agreement; and (iii) any funds in the Designated Account or the Reserve Account. You acknowledge that in the event of a bankruptcy proceeding, in order for you to provide adequate protection under Bankruptcy Code § 362 to EVO and Bank, you must create or maintain the Reserve Account as required by EVO and Bank, and EVO and Bank must have the right to offset against the Reserve Account for any and all obligations which you may owe to EVO and Bank, without regard to whether the obligations relate to Sales Drafts initiated or created before or after the filing of the bankruptcy petition.

D. Remedies Cumulative. The rights and remedies conferred upon EVO and Bank in this Agreement, at law or in equity, are not intended to be exclusive of each other. Rather, each and every right of EVO and Bank under this Agreement, at law or in equity, will be cumulative and concurrent and in addition to every other right.

8. Fees and Other Amounts Owed EVO and Bank.

A. Fees and Taxes. You will pay EVO fees for services, forms and equipment in accordance with the rates set forth on the Application. In addition, you will pay EVO a fee for research it performs at your request in an amount equal to \$200 per hour, or \$5 per statement. Such fees will be calculated and debited from the Designated Account once each business day or month for the previous business day's or month's activity or will be netted out from the funds due you attributable to Sales Drafts presented to EVO and Bank. EVO and Bank reserve the right to adjust the fees set forth on the Application and in this Section, in accordance with Section 16.H, below. If you do not have an active account at the time of the request, payment by certified check or money order must be received prior to the release of the requested document copies or research results. You are also obligated to pay all taxes, and other charges imposed by any governmental authority on the services provided under this Agreement. With respect to Visa, Mastercard, Discover, and American Express products, you may elect to accept credit cards or debit/prepaid cards or both. You shall be charged on the Merchant Application being completed contemporaneously herewith. You agree to pay and your account(s) will be collected pursuant to Section 6.A of this Agreement for any additional fees incurred as a result of your subsequent acceptance of transactions with any Visa, Mastercard, Discover, or American Express product that you have elected not to accept.

B. Other Amounts Owed EVO and Bank. You will immediately pay EVO and Bank any amount incurred by EVO and Bank attributable to this Agreement including but not limited to chargebacks, fines and penalties imposed by Visa, Mastercard, Discover, or American Express (including but not limited to fines and penalties related to PCI DSS), non-sufficient fund fees, and ACH debits that overdraw the Designated Account or Reserve Account, or are otherwise dishonored. You authorize EVO and Bank to debit via ACH the Designated Account for any amount you owe EVO or Bank under this Agreement or under any other contract, note, guaranty, instrument or dealing of any kind now existing or later entered into between you and EVO or Bank, whether your obligation is direct, indirect, primary, secondary, fixed, contingent, joint or several. In the event EVO or Bank demand sums due or such ACH does not fully reimburse EVO and Bank for the amount owed, you will immediately pay EVO and Bank such amount.

9. Application, Indemnification, Limitation of Liability.

A. Application. You represent and warrant to EVO and Bank that all information in the Merchant Application is correct and complete. You must notify EVO in writing of any changes to the information in the Merchant Application, including but not limited to: any additional location or new business, the identity of principals and/or owners, the form of business organization (i.e. sole proprietorship, partnership, etc.), type of goods and services provided, how sales are completed (i.e. by telephone, mail, recurring payment, installment payment, credentials on file, electronic commerce, or in person at your place of business), and changes to the CARDHOLDER DATA SECURITY, PAYMENT APPLICATIONS & SERVICE PROVIDERS section on page 1 of the Merchant Application including your use of any service provider with access to merchant systems (i.e. QIR) or cardholder data (gateway, hosting provider, shopping cart, or wallet). The notice must be received by EVO within 10 business days of the change by fax, email, or mail.

Fax: 877.792.2571
Email: cs@evopayments.com
Mail: EVO Payments International
320 Cumberland Avenue
Portland, ME 04011

You will provide updated information to EVO within a reasonable time upon request. You are liable to EVO and Bank (as applicable) for all losses and expenses incurred by EVO and/or Bank arising out of your failure to report changes to EVO. Bank and/or EVO may immediately terminate this Agreement upon notification by you of a change to the information in the Merchant Application.

B. Indemnification. You will hold harmless and indemnify EVO and Bank, their employees and agents (i) against all claims by third parties arising out of this Agreement that are based on your acts or omissions or events for which you are responsible, and (ii) for all attorneys' fees and other costs and expenses paid or incurred by EVO or Bank in the enforcement of the Agreement, including but not limited to those resulting from any breach by you of this Agreement and those related to any bankruptcy proceeding.

C. Limitation of Liability. Any liability of EVO or Bank under this Agreement, whether to you party, whatever the basis of the liability, shall not exceed in the aggregate the difference between (i) the amount of fees paid by you to EVO and Bank during the month in which the transaction out of which the liability arose occurred, and (ii) assessments, chargebacks, and offsets against such fees which arose during such month. In the event more than one month is involved, the aggregate amount of EVO and Bank's liability shall not exceed the lowest amount determined in accord with the foregoing calculation for anyone month involved. Neither EVO, Bank nor their agents, officers, directors, or employees shall be jointly liable to you under this Agreement or liable for indirect, special, or consequential damages. Neither EVO nor Bank will be responsible or liable for any damages you incur that arise from a terminal that has been downloaded by a third party.

D. Performance. EVO and Bank will perform all services in accordance with this Agreement. EVO and Bank make no warranty, express or implied, regarding the services, and nothing contained in the Agreement will constitute such a warranty. EVO and Bank disclaim all implied warranties, including those of merchantability and fitness for a particular purpose. No party will be liable to the others for any failure or delay in its performance of this Agreement if such failure or delay arises out of causes beyond the control and without the, fault or negligence of such party. Neither EVO nor Bank shall be liable for the acts or omissions of any third party.

E. Representations By Salespersons. All salespersons are independent contractors, and are not agents, employees, joint venturers, or partners of EVO or Bank. Any and all representations and/or statements made by a salesperson are made by them in their capacity as an independent contractor, and cannot be imputed to EVO or Bank. EVO and Bank have absolutely no liability or responsibility for any representations and/or statements made to you by any sales representative.

10. Representations and Warranties.

You represent and warrant to EVO and Bank at the time of execution and during the term of this Agreement the following:

A. Information. You are a corporation, limited liability company, partnership or sole proprietorship validly existing and organized in the United States. All information contained on the Merchant Application or any other document submitted to EVO or Bank is true and complete and properly reflects the business, financial condition, and principal partners, owners, or officers of Merchant. You are not engaged or affiliated with any businesses, products or methods of selling other than those set forth on the Merchant Application, unless you obtain the prior written consent of EVO and Bank.

B. Entity Power. Merchant and the person signing this Agreement have the power to execute and perform this Agreement. This Agreement and your performance hereunder will not violate any law, or conflict with any other agreement to which you are subject.

C. No Litigation or Termination. There is no action, suit or proceeding pending or to your knowledge threatened which if

decided adversely would impair your ability to carry on your business substantially as now conducted or which would adversely affect your financial condition or operations. You have never entered into an agreement with a third party to perform credit or debit card processing which has been terminated by that third party.

D. Transactions. All transactions are bona fide. No transaction involves the use of a Card for any purpose other than the purchase of goods or services from you nor does it involve a Cardholder obtaining cash from you unless allowed by the Rules and agreed in writing with EVO and Bank. EVO may choose to cancel Merchant's Supply/Replacement Program at any time without notice. This program is non-transferable without written consent. Maintenance is not available for any wireless terminals.

E. Rule Compliance. You will comply with the Laws and Rules. Without limiting the generality of the foregoing, each sales transaction submitted hereunder and the handling, retention, and storage of information related thereto, will comply with the rules and regulations of Visa, Mastercard, Discover, American Express, and any other Payment Card Network related to cardholder and transaction information security, including, without limitation Payment Card Industry Data Security Standards (PCI DSS), Visa's Cardholder Information Security Program (CISP), Mastercard's Site Data Protection Program (SDP), American Express' Merchant Data Security Requirements (MDSR), and Payment Application Best Practices.

11. Audit and financial information.

A. Audit. You authorize EVO or Bank to audit your records to confirm compliance with this Agreement, as amended from time to time. You will obtain, and will submit a copy of, an audit of your business when requested by EVO or Bank.

B. Financial Information. i. Authorizations. You authorize EVO or Bank to make any business or personal credit inquiries they consider necessary to review the acceptance and continuation of this Agreement. You also authorize any person or credit reporting agency to compile information to answer, those credit inquiries and to furnish that information to EVO and Bank. ii. Documents. You will provide EVO or Bank business financial statements and other financial information as requested from time to time. If requested, you will furnish within 120 calendar days after the end of each fiscal year to EVO and Bank a financial statement of profit and loss for the fiscal year and a balance sheet as of the end of the fiscal year.

12. Third Parties.

A. Services. You may be using special services or software provided by a third party to assist you in processing transactions, including authorizations and settlements, or accounting functions. You are responsible for ensuring compliance with the requirements of any third party in using their products. This includes making sure you have and comply with any software updates. EVO and Bank have no responsibility for any transaction until that point in time EVO or Bank receive data about the transaction.

B. Use of Terminals Provided by Others. You will notify EVO and Bank immediately if you decide to use electronic authorization or data capture terminals or software provided by any entity other than EVO and Bank or its authorized designee ("Third Party Terminals") to process transactions. If you elect to use Third Party Terminals or payment software provided by others you agree (i) the third party providing the terminals will be your agent in the delivery of Card transactions to EVO and Bank; and (ii) to assume full responsibility and liability for any failure of that third party to comply with the Rules and this Agreement. Neither EVO nor Bank will be responsible for any losses or additional fees incurred by you as result of any error by a third party agent, or a malfunction of your credit card terminal, including but not limited to Third Party Terminals.

13. Term and Termination.

A. Term. This Agreement shall become effective (the "Effective Date") only upon acceptance by EVO and Bank, or upon the submission of a transaction by you to EVO, whichever event shall occur first. The Agreement will remain in effect until terminated in the manner set forth below.

B. Termination. This Agreement may be terminated by Merchant on sixty (60) days prior written notice to EVO. This Agreement may be terminated by Merchant immediately upon written notice to EVO within sixty (60) days from the Effective Date. This Agreement may be terminated by EVO or Bank at any time with or without notice and with or without cause. Visa may limit or terminate this Agreement at any time.

C. Action upon Termination. i. Terminated Merchant File. You acknowledge that Bank is required to report your business name and the name of Merchant's principals to Visa, Mastercard, Discover, and American Express when Merchant is terminated due to the reasons listed in the Rules. ii. Designated Account. All your obligations regarding accepted Sales Drafts will survive termination. You must maintain in the Designated Account and the Reserve Account enough funds to cover all chargebacks, deposit charges, refunds and fees incurred by you for a reasonable time, but in any event not less than the time specified in this agreement. You authorize EVO and Bank to charge those accounts, or any other Merchant account maintained under this Agreement, for all such amounts. If the amount in the Designated Account or Reserve Account is not adequate, you will pay EVO and Bank the amount you owe it upon demand, together with all costs and expenses incurred to collect that amount, including reasonable attorneys' fees. iii. Equipment. Within 14 business days of the date of termination, you must return all equipment owned by EVO and immediately pay EVO, any amounts you owe them for equipment costs. iv. Improper Termination and Breach. If you terminate this Agreement in any manner other than as set forth in Sections 13.B or 16.H, or if EVO or Bank terminates this Agreement based upon your failure to comply with any of the Terms and Conditions contained herein, you will immediately pay to EVO, as liquidated damages, a closure fee in an amount equal to \$395, or the closure fee set forth on the attached schedule of General Fees, whichever is less. You agree that this closure fee is not a penalty, but rather is reasonable in light of the financial harm caused by your improper termination of this Agreement.

14. Compliance With Laws And Rules.

You agree to comply with all rules and operating regulations issued from time to time by Mastercard, Visa, Discover, and American Express ("Rules"), and any policies and procedures provided by EVO or Bank. You further agree to comply with all applicable state, federal and local laws, rules and regulations ("Laws"), as amended from time to time. You will assist EVO and Bank in complying with all Laws and Rules now or hereafter applicable to any Card transaction or this Agreement. You will execute and deliver to EVO and Bank all instruments it may from time to time reasonably deem necessary. Without limiting the generality of the foregoing, you agree to comply with and be bound by the rules and regulations of Visa, Mastercard, Discover, American Express, and any other Payment Card Network related to cardholder and transaction information security, including without limitation, Payment Card Industry Data Security Standards (PCI DSS), Visa's Cardholder Information Security Program, Mastercard's Site Data Protection Program, and American Express' Merchant Data Security Requirements. You agree to cooperate at your sole expense with any request for an audit or investigation by EVO, Bank, a Payment Card Network in connection with cardholder and transaction information security. You may also be assessed a monthly or annual PCI fee, which will appear as a separate item on your monthly statement. This fee is assessed by EVO in connection with EVO's efforts to comply with the PCI DSS and does not ensure your compliance with the PCI DSS or any law, rule or regulation related to cardholder data security. The payment of such fee shall not relieve you of your responsibility to comply with all rules and regulations related to cardholder data security, including without limitation the PCI DSS. Without limiting the generality of the foregoing, you agree to use information obtained from a cardholder in connection with a card transaction solely for the purpose of processing a transaction with that cardholder or attempting to re-present a chargeback with respect to such transaction. You will indemnify and hold EVO and Bank harmless from any fines and penalties issued by Visa, Mastercard, Discover, American Express, or any Payment Card Network and any other fees and costs arising out of or relating to the processing of transactions by EVO and Bank at your location(s) and will reimburse EVO and Bank for any losses incurred by EVO with respect to any such fines, penalties, fees and costs. You also agree that you will comply with all applicable laws, rules and regulations related to the truncation or masking of cardholder numbers and expiration dates on transaction receipts from transactions processed at your location(s), including without limitation the Fair and Accurate Credit Transactions Act and applicable state laws ("Truncation Laws"). As between you, on the one hand, and EVO and Bank, on the other hand, you shall be solely responsible for complying with all Truncation Laws to the extent allowed by law and will indemnify and hold EVO and Bank harmless from any claim, loss or damage resulting from a violation of Truncation Laws as a result of transactions processed at your location(s).

A. Prohibited Transactions. You will not accept or deposit any fraudulent or illegal transaction and you may not, under any circumstances, present for deposit directly or indirectly, a transaction which originated with any other merchant or any other source. You will not accept a Card to collect a dishonored check, for the purchase of script, or to refinance an existing debt that has been deemed uncollectible. You will not, under any circumstances, deposit telemarketing transactions unless you obtain Bank and EVO's prior written consent. Such consent will be subject to Bank's final approval. If you process any such transactions, you may be immediately terminated and EVO or Bank may hold funds and/or increase the amount allocated to the Reserve Account and/or deduct from the amount of provisional credit that would otherwise be allocated to you. Further, you may be subject to Visa, Mastercard or Discover reporting requirements.

B. Merchant Prohibitions. You will not require the completion of any postal instrument on which the card account number, card expiry date, cardholder signature, or any other card account data is in plain view when mailed. You will not add sales or use tax to transactions unless permitted by applicable law. If added, it must be included in the transaction amount and not collected separately.

15. Use of Trademarks and Confidentiality.

A. Use of Trademarks. Your use of Visa, Mastercard, Discover, and American Express trademarks must fully comply with the Rules. Your use of Visa, Mastercard, Discover, American Express, or other cards' promotional materials will not indicate directly or indirectly that Visa, Mastercard, Discover, American Express, or others endorse any goods or services other than their own and you may not refer to Visa, Mastercard, Discover, American Express, or others in stating eligibility for your products or services.

B. Merchant is hereby granted a limited non-exclusive, non-transferable license to use Discover brands, emblems, trademarks, and/or logos that identify Discover cards ("Discover Program Marks"). You are prohibited from using the Discover Program Marks other than as expressly authorized in writing. You shall not use the Discover Program Marks other than to display decals, signage, advertising and other forms depicting the Discover Program Marks that are provided to you pursuant to this Agreement or otherwise approved in advance in writing. You may use the Discover Program marks only to promote the services covered by the Discover Program Marks by using them on decals, indoor and outdoor signs, advertising materials and marketing materials; provided that all such uses by you must be approved in advance in writing. You shall not use the Discover Program Marks in such a way that customers could believe that the products or services offered by you are sponsored or guaranteed by the owners of the Discover Program Marks. You recognize that you have no ownership rights in the Discover Program Marks and shall not assign to any third party any of the rights to use the Discover Program Marks.

C. Confidentiality. i. Cardholder Information. You will not disclose to any third party Cardholders' account information or other personal information except to an agent of yours assisting in completing a Card transaction, or as required by law. You must destroy all material containing Cardholders' account numbers, Card imprints, Sales Drafts, credit vouchers and (except for Sales Drafts maintained in accordance with this Agreement, Laws, and the Rules). Further, you must take all steps reasonably necessary to ensure Cardholder information is not disclosed or otherwise misused. ii. Prohibitions. You will not use for your own purposes, will not disclose to any third party, and will retain in strictest confidence all information and data belonging to or relating to the business of EVO and Bank (including without limitation the terms of this Agreement), and will safeguard such information and data by using the same degree of care that you use to protect your own confidential information. iii. Disclosure. You authorize EVO and Bank to disclose your name and address to any third party who requests such information or otherwise has a reason to know such information.

D. Return to EVO. All promotional materials, advertising displays, emblems, Sales Drafts, credit memoranda and other forms supplied to you and not purchased by you or consumed in use will remain the property of EVO and Bank and will be immediately returned to EVO upon termination of this Agreement. You will be fully liable for all loss, cost, and expense suffered or incurred by EVO and Bank arising out of the failure to return or destroy such materials following termination.

16. General Provisions.

A. Entire Agreement. This Agreement, as amended from time to time, including the Rules and the completed Merchant Application, all of which are incorporated into this Agreement, constitute the entire agreement among the four parties hereto (other than any prior agreements to which Merchant is not a party), and all prior or other agreements to which Merchant is a party or representations, written or oral, made to Merchant are superseded. This Agreement may be signed in one or more counterparts, all of which, taken together, will constitute one agreement.

B. Exclusivity. During the period of time that this Agreement is in effect, the department using the services will not enter into an agreement with any other entity that provides credit card or debit card processing services similar to those provided by EVO and Bank as contemplated by this Agreement without EVO and Bank's prior written consent.

C. Construction. The headings used in this Agreement are inserted for convenience only and will not affect the interpretation of any provision. The language used will be deemed to be the language chosen by the parties to express their mutual intent, and no rule of strict construction will be applied against any party. Any alteration or strikeover in the text of this pre-printed Agreement will have no binding effect, and will not be deemed to amend this Agreement. This Agreement may be executed by facsimile, and facsimile copies of signatures to this Agreement shall be deemed to be originals and may be relied on to the same extent as the originals. In the event of any conflict or inconsistency between the provisions of this Agreement, on one hand, and any federal, state or local statute or regulation, on the other hand, the provisions of such federal, state or local statute or regulation shall take precedence to the extent of any such conflict or inconsistency.

D. Assignability. This Agreement may be assigned by EVO or Bank but may not be assigned by Merchant directly or by operation of law, without the prior written consent of EVO and Bank. Any such assignment in breach of this provision shall be null and void, ab initio. If Merchant nevertheless assigns this Agreement without the consent of EVO and Bank, the Agreement shall be binding upon the assignee. Bank will be immediately informed in writing of any such assignment.

E. Notices. Any written notice under this Agreement will be deemed received upon the earlier of: (i) actual receipt or (ii) five calendar days after being deposited in the United States mail, and addressed to the last address shown on the records of the sender.

F. Bankruptcy. You will immediately notify EVO and Bank (i) of any bankruptcy, receivership, insolvency or similar action or proceeding initiated by or against Merchant or any of its principals and (ii) if it could reasonably be expected that any such action or proceeding will be initiated by or against Merchant or any of its principals. You will include EVO and Bank on the list and matrix of creditors as filed with the Bankruptcy Court whether or not a claim may exist at the time of filing. Failure to comply with either of these requirements will be cause for immediate termination or any other action available to EVO and Bank under applicable Rules or Law.

G. Choice of Law/Attorney's Fees/Venue/Jury Trial Waiver. Should it be necessary for EVO or Bank to defend or enforce any of its rights under this Agreement in any collection or legal action, you agree to reimburse EVO and/or Bank, or any agent acting on their behalf, as applicable, for all costs and expenses including reasonable attorney's fees, as a result of such collection or legal action. Without limiting the generality of the foregoing, you agree to reimburse EVO and/or Bank, or any agent acting on their behalf, as applicable, for all costs and expenses, including reasonable attorney's fees, incurred by EVO, Bank or their agent in any action arising out of, relating to, or in connection with this Agreement, without regard to whether there has been an adjudication on the merits in any such action. You waive trial by jury with respect to any litigation arising out of, relating to, or in connection with this Agreement. EVO, Bank, you, and Guarantor agree that any and all disputes or controversies of any nature whatsoever

(whether in contract, tort or otherwise) arising out of, relating to, or in connection with (i) this Agreement, (ii) the relationships which result from this Agreement, or (iii) the validity, scope, interpretation or enforceability of the choice of law and venue provisions of this Agreement, shall be governed by the laws of the State of New York, notwithstanding any conflicts of laws rules (other than NY General Obligations Law Section 5-1401), and shall be resolved, on an individual basis without resort to any form of class action and not consolidated with the claims of any other parties. EVO, Bank, you, and Guarantor agree that all actions arising out of, relating to, or in connection with (a) this Agreement, (b) the relationships which result from this Agreement, or (c) the validity, scope, interpretation or enforceability of the choice of law and venue provisions of this Agreement shall only be brought in either the courts of the State of New York sitting in Suffolk County or in the United States District Court for the Eastern District of New York, and hereby irrevocably and unconditionally submit to the personal jurisdiction of those courts in any such action.

H. Amendments. EVO will notify you on your monthly statement of any amendments to this Agreement, including any new or increased fees (collectively an "Amendment"). Except for any fee increases imposed by Visa, Mastercard, Discover, American Express or any other credit or debit network, you may cancel the Agreement without charge if you object to any Amendment in writing within 30 days after notice thereof from EVO. If you do not object during this 30-day period, you will be deemed to assent to the Amendment.

I. Severability and Waiver. If any provision of this Agreement is illegal, the invalidity of that provision will not affect any of the remaining provisions and this Agreement will be construed as if the illegal provision is not contained in the Agreement. Neither the failure nor delay by EVO or Bank to exercise, or partial exercise of, any right under this Agreement will operate as a waiver or estoppel of such right, nor shall it amend this Agreement. All waivers must be signed by the waiving party.

J. Independent Contractors. EVO, Bank and Merchant will be deemed independent contractors and will not be considered agent, joint venture or partner of the other, except as provided in 6.C and 7.A(ii).

K. Employee Actions. You are responsible for your employees' actions while in your employment.

L. Survival. Sections 4.A, 4.B, 6, 7, 8, 9, 13.C, 15, and 16.G will survive termination of this Agreement.

M. No Third Party Beneficiaries. Except as set forth in Section 13 (B), nothing in this Agreement is intended or shall be construed to give any person, other than the parties hereto, their successors and permitted assigns, any legal or equitable right, remedy, or claim under or in respect of this Agreement or any provision contained herein.

17. E-statements.

A. Merchant Account Statement and IRS Form 1099K. Upon opening a merchant processing account you will automatically have access to your monthly merchant account statement electronically (an "E-statement") by viewing it on line. Your annual IRS Form 1099K ("Form 1099K") will be provided in the same manner as your monthly statement. This Agreement governs the electronic availability of your E-statement and Form 1099K. You agree to abide by the terms and conditions stated herein, and to access E-statements, Form 1099Ks, as well as all notices and initial and future disclosures regarding your E-statement and Form 1099K online. You acknowledge that by the fifth business day of each month, your E-statement will be available online. You will be notified via e-mail of the website where you can access your E-statement and Form 1099K. Your E-statement and Form 1099K will be accessible only through a secure Log In screen which requires the use of a unique User ID and Password. You understand that you will not receive a monthly merchant account statement or annual Form 1099K by U.S. postal mail, and that making your E-statement and Form 1099K available online constitutes EVO's compliance with delivery of your monthly merchant account statement and annual Form 1099K. You can print the E-statement and Form 1099K or save the file to your computer's hard drive or other disk in order to retain a copy of the E-statement and/or Form 1099K. Your E-statement can be accessed through the E-statement link for six consecutive months from the date the E-statement is first made available. Your Form 1099K can be accessed through the website for 3 years from the date that it is first made available. You further agree to receive all initial and periodic account disclosure information in an electronic format. All such disclosures shall be provided in a clear, conspicuous manner that you can print and/or save using the hardware and software specified below. You are also entitled to obtain a paper copy of all disclosures, E-statements and Form 1099Ks upon written request, however such a request does not constitute a withdrawal of consent to receive monthly E-statements and electronic disclosures and Form 1099Ks. You will be charged a fee of \$2.95 per month for EVO providing paper copies of disclosures and E-statements. Paper copies of 1099Ks will be provided upon request without charge. On condition that you have elected to obtain paper copies of all disclosures, E-statements and Form 1099Ks, you may withdraw your consent to receive such documentation electronically, or change your email address, upon 30 days written notice to EVO. Please note that a withdrawal of consent does not apply to a disclosure, E-statement or electronic Form 1099K that was furnished before the date on which the withdrawal of consent becomes effective. PC Requirements: Viewing your E-statement or Form 1099K on line requires a personal computer with Adobe Acrobat and internet access through a standard web browser. The product version levels must be supported by the respective vendors (i.e., Adobe, Apple, Mozilla, and Microsoft). EVO is not obligated to ensure that your E-statements or Form 1099Ks are accessible through outdated vendor products. In the event you are unable to access any of the information that has been made available by EVO in electronic format, it is your obligation to notify EVO in writing immediately.

B. Reporting Of Errors. You must promptly view all E-statements, and immediately notify EVO in writing of any errors. Your written notice must include: (i) Merchant name and account number; (ii) the dollar amount of the asserted error; (iii) a description of the asserted error; and (iv) an explanation of why you believe an error exists and the cause of it, if known. That written notice must be received by EVO within 30 calendar days after the E-statement containing the asserted error is first made available. Your failure to notify EVO of any error within 30 days constitutes a waiver of any claim relating to that error. You may not make any claim against EVO for any loss or expense relating to any asserted error for 60 calendar days immediately following EVO's receipt of your written notice. During that 60 day period, EVO will be entitled to investigate the asserted error and we will notify you of the results of our investigation.

C. Miscellaneous. EVO shall not be responsible for: (i) consequential or incidental damages caused by services performed by EVO, its agents, or your Internet Service Provider ("ISP"); (ii) damages arising from unauthorized access to E-statement services; or (iii) any costs associated with updating, modifying or terminating your software or hardware. EVO may change, suspend, or terminate all or any aspect of this service upon written notice to you.

18. Electronic Signatures.

Under the Electronic Signatures in Global and National Commerce Act ("E-Sign"), this Agreement and all electronically executed documents related hereto are legally binding in the same manner as are hard copy documents executed by hand signature when: (a) your electronic signature is associated with the Agreement and related documents, (b) you consent and intend to be bound by the Agreement and related documents, and (c) the Agreement is delivered in an electronic record capable of retention by the recipient at the time of receipt (i.e., print or otherwise store the electronic record). This Agreement and all related electronic documents shall be governed by the provisions of E-Sign. By pressing Submit, you agree: (i) that the Agreement and related documents shall be effective by electronic means, (ii) to be bound by the terms and conditions of this Agreement and related documents, (iii) that you have the ability to print or otherwise store the Agreement and related documents, and (iv) to authorize EVO or Bank to conduct an investigation of your credit history with various credit reporting and credit bureau agencies for the sole purpose of determining the approval of the applicant for merchant status or equipment leasing. This information is kept strictly confidential and will not be released.

MEMBER BANK INFORMATION

Deutsche Bank AG, New York branch - 60 Wall Street, New York, New York 10005 • COMPL.Card_Acquiring@list.DB.com • Debit sponsorship provided by Bay Bank MD



Merchant DBA Name	MID	Sales Professional Name	Sales ID
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SHIPPING / TRAINING INFORMATION	NO P.O. BOXES*	BILLING INFORMATION (IF APPLICABLE)	DO NOT USE THIS SECTION FOR SET UP/APPLICATION FEES																												
Sales Professional* Merchant DBA Address <i>** PED/PTS Devices encrypted by NP must have an associated MID prior to shipping</i> Other: _____ Equipment Shipping Method <i>(welcome kits will ship USPS unless indicated differently in the additional notes section below)</i> UPS Next Day UPS 2-Day UPS 3-Day Select UPS Ground (2-5 days) default <i>* Visit ups.com for estimated shipping charges. Default is Sales Professional. Sales Professionals liable for lost equip.</i>		Payment Method for Products Being Purchased (listed below) Bill Sales Professional Bill Merchant <i>* All equipment to be deployed must be listed in top section of form.</i> Shipping Cost Payment Method Pass through actual shipping cost to Merchant Pass through actual shipping cost to Sales Professional <table><thead><tr><th>QTY</th><th>Description of Product(s) being purchased</th><th>Unit Price</th><th>Amount Due</th></tr></thead><tbody><tr><td>_____</td><td>_____</td><td>_____</td><td>_____</td></tr><tr><td>_____</td><td>_____</td><td>_____</td><td>_____</td></tr><tr><td>_____</td><td>_____</td><td>_____</td><td>_____</td></tr><tr><td>_____</td><td>_____</td><td>_____</td><td>_____</td></tr><tr><td colspan="3"></td><td>Total Due Upfront _____</td></tr><tr><td colspan="3"></td><td>Monthly Amount Due _____</td></tr></tbody></table>		QTY	Description of Product(s) being purchased	Unit Price	Amount Due	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____				Total Due Upfront _____				Monthly Amount Due _____
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Additional Notes:

Print Name / Title	Signature <i>(signing above authorizes MunicipiPAY to electronically debit the merchant checking account for the total amount due.)</i>	Date
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RESOLUTION NO.: _____ - 2019

OF

APRIL 8, 2019

**A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO
AN INTER-MUNICIPAL AGREEMENT BETWEEN
THE COUNTY OF ORANGE AND THE CITY OF NEWBURGH
TO ACCEPT FUNDING IN THE AMOUNT OF \$8,076.60
TO COMPLETE THE EXPLOSIVE DETECTION CANINE VEHICLE**

WHEREAS, by Resolution No. 128 - 2018 of May 14, 2018, the City Council of the City of Newburgh authorized the City Manager to apply for and accept if awarded a New York State Division of Homeland Security and Emergency Services 2017 Explosive Detection Canine Team Grant in an amount not to exceed \$50,000.00 for the City of Newburgh Police Department; and

WHEREAS, the cost of outfitting the canine vehicle exceeded the grant funding available under the 2017 Explosive Detection Canine Team Grant and the City has no additional funding for this purpose; and

WHEREAS, the Orange County Sheriff's Office has funding in the amount of \$8,076.60 for City of Newburgh Police Department to complete the canine vehicle; and

WHEREAS, this Council has determined that accepting such funding from the Orange County Sheriff's Office and entering into an inter-municipal agreement for this purpose is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Interim City Manager/City Manager be and he is hereby authorized to enter into an inter-municipal agreement with the County of Orange to accept funding in the amount of \$8,076.60 for the City of Newburgh to complete the Explosive Detection Canine vehicle.

RESOLUTION NO.: _____ - 2019

OF

APRIL 8, 2019

**A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER TO APPLY FOR
AND ACCEPT IF AWARDED AN ORANGE COUNTY DEPARTMENT OF HEALTH
HEALTHY ORANGE INTERVENTIONS PROGRAM GRANT IN AN AMOUNT
NOT TO EXCEED \$2,000.00 REQUIRING NO CITY MATCH FOR THE
HEALTHY ORANGE BASKETBALL PROGRAM**

WHEREAS, the City of Newburgh Recreation Department has advised that the Orange County Department of Health Healthy Orange Interventions Program (“Healthy Orange”) is seeking applications from schools, worksites, community groups and organizations that would like to participate in Healthy Orange interventions; and

WHEREAS, Healthy Orange is an initiative through the Orange County Department of Health that addresses three simple but vital issues of improved nutrition, increased physical activity and movement, and a tobacco-free lifestyle to improve the overall health of Orange County residents; and

WHEREAS, the City of Newburgh wishes to apply for and accept if awarded grant funding from the Orange County Department of Health for the Healthy Orange Program in an amount not to exceed \$2,000.00 requiring no City match; and

WHEREAS, the City will implement a Jr. NBA Basketball Program which is a 7-week developmental basketball league for boys and girls in grades K-6 beginning on June 24 through August 2, 2019; and

WHEREAS, the funding will be used to purchase game jerseys; and

WHEREAS, this Council has determined that applying for and accepting said grant if awarded is in the best interests of the City of Newburgh and its youth;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Interim City Manager/City Manager be and he is hereby authorized to apply for and accept if awarded an Orange County Department of Health Healthy Orange Interventions Program Grant in an amount not to exceed \$2,000.00 requiring no City match for the Recreation Department Healthy Orange Basketball Program; and to execute all such further contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the programs funded thereby.

RESOLUTION NO. _____ - 2019

OF

APRIL 8, 2019

**A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER
TO ENTER INTO AN AGREEMENT WITH THE UNIFIED COURT SYSTEM
FOR STATE REIMBURSEMENT IN AN AMOUNT SUBJECT
TO APPROVAL BY THE NEW YORK STATE COMPTROLLER
FOR THE PERIOD APRIL 1, 2018 TO MARCH 31, 2023
FOR COURT CLEANING AND MINOR REPAIRS TO THE CITY COURT FACILITY**

WHEREAS, under New York State law, cities are required to furnish and maintain adequate court facilities for use by trial courts of the State, including Newburgh City Court; and

WHEREAS, pursuant to Resolution No. 153-99, the City of Newburgh entered into an agreement with the State of New York Unified Court System ("UCS") for the purpose of obtaining cleaning services for the interior of the Newburgh City Court as well as minor and emergency repairs to that facility; and

WHEREAS, pursuant to Resolution No. 196-2002, the City of Newburgh entered into an agreement which provided for a new contract period of five (5) years, such term beginning April 1, 2003 and terminating on March 31, 2008; and

WHEREAS, pursuant to Resolution No. 34-2009, the City of Newburgh entered into an agreement which provided for a new contract period of five (5) years, such term beginning April 1, 2008 and terminating on March 31, 2013; and

WHEREAS, pursuant to Resolution No. 52-2014 of March 10, 2014, the City of Newburgh entered into an agreement which provided for a new contract period of five (5) years, such term beginning on April 1, 2013 and terminating on March 31, 2018; and

WHEREAS, pursuant to said Agreement the State of New York Unified Court System has submitted a new agreement for a renewal period of five (5) years, such term beginning April 1, 2018 to March 31, 2023, with reimbursement from the State established for each such period;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the Interim City Manager is hereby authorized to execute the annexed renewal period agreement, with the State of New York UCS, to provide the City with monetary reimbursement in the amount and for the period stated therein.

**AGREEMENT BETWEEN THE
NEW YORK STATE UNIFIED COURT SYSTEM
AND
CITY OF NEWBURGH**

This Agreement, between the New York State Unified Court System ("UCS"), with an address at 25 Beaver Street, New York, New York 10004, and the:

City of Newburgh
83 Broadway
Newburgh, NY 12550

("Municipality"), is for the purpose of obtaining cleaning services for the interior of the

City of Newburgh Courthouse ("Court Facilities") as well as minor and
emergency repairs, and preventive building and property maintenance services for that facility.

WHEREAS, counties and cities are required by law to furnish and maintain
adequate court facilities for use by trial courts of the State of New York; and

WHEREAS, Chapter 686 of the Laws of 1996 was enacted to invest the State of New York with the fiscal responsibility of managing the interior cleaning of COURT FACILITIES and the performance of minor repairs therein, and with the ability to cover the costs thereof; and

WHEREAS, Chapter 686 of the Laws of 1996 requires the State of New York to contract with political subdivisions of the State for the cleaning of court facilities, as well as minor and emergency repairs thereof, and

WHEREAS, MUNICIPALITY is responsible for furnishing and maintaining COURT FACILITIES;

NOW, THEREFORE, in consideration of the promises herein contained, the parties agree as follows:

I. **TERM**

A. When signed by the parties and approved by all necessary government agencies, the Agreement shall be effective beginning **April 1, 2018** for a maximum of five (5) years through **March 31, 2023**, unless terminated earlier or extended pursuant to its terms. This term shall consist of parts or Periods (hereinafter "Period"), each of which shall have its own maximum amount of monetary reimbursement by UCS to MUNICIPALITY for that Period.

B. The initial Period of this maximum five-year term shall commence on **April 1, 2018** and terminate on **March 31, 2019**.

C. The parties agree that a change in the dates of each subsequent Period, as well as the maximum compensation and budget for that Period and any revised scope of services for that Period, shall be established by the mutual written agreement of the parties, and shall be subject to

approval by the Comptroller of the State of New York in cases where the annual budget increase over the prior Period exceeds five (5) percent. The budget, scope of services and maximum compensation for each Period will be attached to and incorporated into the agreement as Appendix B for the applicable Period. Appendix B for the initial Period is attached hereto and incorporated herein.

D. Upon completion of the five-year contract, UCS will submit to the Office of the State Comptroller (OSC) a cumulative reconciliation identifying approved contract amounts and actual expenditures for each budget category listed in Appendix B. Upon OSC review and approval of the reconciliation, OSC will eliminate any remaining contract authority.

II. **EXTENSION AND TERMINATION**

A. This Agreement may be extended only by written agreement of the parties and approval by all necessary government agencies.

B. If at any time the Chief Administrator or her/his designee determines that MUNICIPALITY is not adequately providing services pursuant to this Agreement or that MUNICIPALITY is otherwise violating any material provision(s) of this Agreement, UCS may, upon approval by the Court Facilities Capital Review Board pursuant to section 39-b of the New York State Judiciary Law, implement an alternative plan for the cleaning of the interior of the COURT FACILITIES, including but not limited to, a plan pursuant to which MUNICIPALITY continues to perform some of the services described in Section III below, and UCS may contract with a third party to perform the remaining services described in Section III below.

III. **SCOPE OF SERVICES**

A. MUNICIPALITY shall, in accordance with the provisions of 22 NYCRR Parts 34.1 and 34.2 provide for the cleaning of the interior of COURT FACILITIES including all facilities used for the transaction of business by state-paid courts and court-related agencies of UCS and by judicial and nonjudicial personnel thereof, including rooms and accommodations for the courts and court-related agencies of UCS, the judges, justices and the clerical, administrative and other personnel thereof. Specific tasks to be performed and the cost associated with those tasks shall be as delineated in the Appendix B for the applicable Period.

B. MUNICIPALITY shall be responsible for the performance of all minor repairs to the interior of COURT FACILITIES as are required to replace a part, to put together what is torn or broken, or to restore a surface or finish, where such repairs are needed to preserve and/or to restore the COURT FACILITIES to full functionality.

C. MUNICIPALITY shall be responsible for the performance of emergency repairs to the interior of the COURT FACILITIES necessitated by a sudden and unexpected failure or by some accident or external force, resulting in a situation that adversely affects the suitability and sufficiency of the COURT FACILITIES for the dignified transaction of the business of the courts.

D. MUNICIPALITY's performance of the building and property maintenance work specified in the Appendix B for the applicable Period is included within the scope of this Agreement.

E. MUNICIPALITY shall maintain and operate the COURT FACILITIES in accordance with 22 NYCRR Parts 34.1 and 34.2.

IV. INSPECTION OF COURT FACILITIES

UCS shall cause an inspection of the COURT FACILITIES to ensure that MUNICIPALITY is complying with 22 NYCRR Parts 34.1 and 34.2, at least quarterly during the initial Period of this Agreement and any subsequent Period thereof and at any such other times as UCS shall deem necessary. At the conclusion of each such inspection, UCS shall notify MUNICIPALITY in writing that the inspection was completed. If UCS finds that MUNICIPALITY is not in compliance with 22 NYCRR Parts 34.1 and 34.2, or has not performed specific tasks as set forth in Appendix B, such written notice shall specify the specific provisions of 22 NYCRR Parts 34.1, 34.2 and/or Appendix B with which MUNICIPALITY is not in compliance. MUNICIPALITY shall correct the deficiency within twenty-four (24) hours after receiving such written notice or within such other amount of time as is mutually agreed upon, in writing, by the parties. MUNICIPALITY shall notify UCS, in writing, when such deficiency is corrected.

V. MAINTENANCE OF EFFORT

A. Nothing in this Agreement alters or affects the obligations of MUNICIPALITY to provide goods and services to the COURT FACILITIES pursuant to section 39 of the New York State Judiciary Law.

B. MUNICIPALITY shall certify in each Claim for Payment submitted to UCS pursuant to Section VII below that it has complied with section 39 of the New York State Judiciary Law during the time covered by the Claim for Payment.

VI. **MAXIMUM COMPENSATION**

Except as provided in section VII (F) below, the maximum total compensation to MUNICIPALITY from UCS for the services provided pursuant to this Agreement for any Period shall not exceed the amount approved for reimbursement as set forth in the Appendix B applicable to the Period.

VII. **REIMBURSEMENT AND PAYMENT**

A. On or before May 1 of the initial Period of this Agreement, MUNICIPALITY shall submit to UCS, on a form prescribed by UCS, a proposed itemized interim budget detailing the services to be provided pursuant to this Agreement and the projected costs MUNICIPALITY expects to incur in providing those services during the initial Period of this Agreement. UCS shall notify MUNICIPALITY, in writing, of the extent to which the proposed scope of services and projected costs detailed in such proposed itemized interim budget have been approved for reimbursement in accordance with Chapter 686 of the Laws of 1996 and Chapter 213 of the Laws of 1998 as soon thereafter as is practicable. Pursuant to Section I(C) above, the final approved scope of services and reimbursement amounts for the initial Period are appended to this Agreement as Appendix B.

B. On or before August 1 of the initial Period of this Agreement and each subsequent Period thereof, MUNICIPALITY shall submit to UCS, on a form prescribed by UCS, a proposed itemized budget detailing the services to be provided pursuant to this Agreement and the projected costs MUNICIPALITY expects to incur in providing those services during New York State fiscal year commencing April 1 next thereafter. MUNICIPALITY may include in such proposed itemized budget any unreimbursed balance remaining for services performed pursuant to Section III(C) above during the immediately preceding Period of this Agreement. UCS shall notify MUNICIPALITY, in writing, of the extent to which the proposed services and projected costs detailed in such proposed itemized budget have been approved for reimbursement in accordance with Chapter 686 of the Laws of 1996 and Chapter 213 of the Laws of 1998 for such next commencing fiscal year no later than the first day of March after the proposed itemized budget has been submitted, or as soon thereafter as is practicable. Pursuant to Section I(C) above, the final approved scope of services and reimbursement amounts shall be appended to this Agreement as Appendix B for the applicable Period.

C. During the term of this Agreement, MUNICIPALITY shall be reimbursed for the costs actually expended in the provision of services pursuant to this Agreement in accordance with and not exceeding the amounts set forth in the Appendix B applicable to the Period. Subject to subdivisions E and F below, reimbursement shall be made upon approval by UCS of a Claim for Payment submitted to UCS by MUNICIPALITY as described in subdivision D below, in a format approved by UCS and the Office of the State Comptroller.

D. No later than thirty (30) days after the end of every quarter during which this Agreement is in effect, MUNICIPALITY shall submit a Claim for Payment to UCS, showing the actual expenses incurred by MUNICIPALITY during the immediately preceding quarter and the amount of reimbursement claimed. Such Claim for Payment shall include the certification referred to in Section V above and a certification that MUNICIPALITY is in compliance with the Maintenance and Operations standards set forth in 22 NYCRR Parts 34.1 and 34.2. Upon receipt and approval of the Claim for Payment, UCS shall certify said Claim for Payment to the State Comptroller for payment of the amount of reimbursement approved by UCS for payment to MUNICIPALITY. Nothing contained herein shall increase the maximum amount payable to MUNICIPALITY as set forth in Section VI above and in the Appendix B applicable to the Period.

E. Notwithstanding any other provision of this Agreement, MUNICIPALITY shall not be reimbursed for the costs of any services performed pursuant to this Agreement under the following circumstances:

(1) UCS has performed an inspection of the COURT FACILITIES pursuant to Section IV above, and MUNICIPALITY has failed to correct a violation within twenty-four (24) hours after receiving written notice thereof or within such other amount of time as was mutually agreed upon, in writing, by the parties; or,

(2) The need for the services performed pursuant to this Agreement is due to MUNICIPALITY's failure to follow the Maintenance and Operation Standards for Court Facilities set forth in 22 NYCRR Parts 34.1 and 34.2, as determined by UCS; or,

(3) The services performed pursuant to this Agreement will be undertaken in lieu of replacement of a building system that, in accordance with MUNICIPALITY's normal and usual policies, procedures and practice, should be replaced; or

(4) Except as provided in subdivision F of this section, the services performed were not approved for reimbursement pursuant to subdivision A or B of this Section during the New York State fiscal year for which the Claim for Payment is submitted; or

(5) Pursuant to the New York State laws, rules and regulations to which MUNICIPALITY is subject, and to MUNICIPALITY's own normal and usual policies, procedures and practices, the services to be performed pursuant to this Agreement are being or could be bonded;

F. Notwithstanding that such cost was not approved in advance by UCS pursuant to subdivision A or B of this section, MUNICIPALITY may be reimbursed for the cost of services performed pursuant to Section III (C) of this Agreement up to the amount of \$15,000 during each Period of this Agreement.

MUNICIPALITY shall submit a request for reimbursement of the cost of such services on a standard Claim for Payment to UCS showing an itemized account of the services performed and the costs thereof. Upon receipt and approval of the Claim for Payment UCS shall certify said Claim for Payment to the State Comptroller for payment thereof to MUNICIPALITY.

VIII. AUDITING OF BOOKS

A. The Comptroller of the State of New York and UCS shall have the right to perform both pre and post-audits of the books of account of MUNICIPALITY with respect to the expenditures made or expenses incurred pursuant to this Agreement. Such books of account shall be open to inspection by the Comptroller of the State of New York and UCS at any mutually convenient time or times. Financial records of MUNICIPALITY pertaining to this Agreement shall be retained by MUNICIPALITY for a minimum of six (6) years after the expiration of this Agreement.

B. The UCS shall be entitled to recover any amounts paid to MUNICIPALITY, which are subsequently disallowed pursuant to a final audit.

IX. NOTICES

All notices to be given under this Agreement shall be made in writing and delivered either personally or by regular mail to MUNICIPALITY at its address as set forth herein and to UCS, attention:

Nancy Barry, District Executive
Unified Court System
9th Judicial District Administrative Office
111 Dr. Martin Luther King Blvd.
White Plains, NY 10601

or to such person or such address as each party may provide in writing from time to time. Any such notice shall be deemed to have been given when delivered, if by personal delivery, or when deposited with the US Postal Service, three (3) days after mailing.

X. MISCELLANEOUS PROVISIONS

A. Appendix A, containing standard terms for New York State contracts, is attached hereto and made a part hereof.

B. The terms and conditions of this Agreement, together with its appendices and any documents incorporated herein by reference, represent the full understanding of the parties with regard to the subject matter hereof. This Agreement may be amended only upon the mutual written agreement of the parties hereto. Any amendment is subject to the approval of OSC.

C. The headings used in this Agreement are for reference purposes only and shall in no way be deemed to define, limit or describe the scope or intent of this Agreement, or any provision thereof, or in any way affect this Agreement.

D. If any term or provision of this Agreement shall be found to be illegal or unenforceable, then that term or provision shall be deemed stricken and the remaining provisions of this Agreement shall remain in full force and effect.

E. This Agreement and the performance of the obligations of each party hereunder shall be governed by and construed in accordance with the laws rules and regulations of the State of New York.

F. No failure by UCS to insist upon the strict performance of any covenant, term or condition of this Agreement, or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial performance during the continuance of any such breach, shall constitute a waiver of any such breach or such covenant, term or condition. No covenant, term or condition of this Agreement to be performed or complied with by Contractor, and no breach thereof, shall be waived, altered, or modified except by a written instrument executed by UCS. No waiver of any breach shall affect or alter this Agreement but each and every covenant, term and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

NYS Contract Number C300478

UCS Certification

UCS certifies that an original or photocopy of this signature page will be attached to every exact copy of this Agreement.

For: Municipality
City of Newburgh

For: NEW YORK STATE
UNIFIED COURT SYSTEM

Name:

Title:

Dated: _____

Maureen McAlary, Director

Division of Financial Management

Dated: _____

ACKNOWLEDGMENT

STATE OF)
)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 municipality described in and which executed the above instrument; and

that she/he is duly authorized by the governing body of said municipality to sign her/his name

thereto.

NOTARY PUBLIC

New York State Unified Court System
Appendix A
Standard Clauses for all 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, licensor, 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 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, if this contract exceeds \$50,000.00, 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. 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. **WORKER'S 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 REQUIREMENT.** 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 \$5,000.00, the Contractor agrees, as 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 or appeal (2 NYCRR 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. **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.
13. **GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.
14. **LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article XI-A of the State Finance Law to the extent required by law.
15. **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.
16. **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.
17. **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.
18. **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.

Unified Court System
Court Cleaning and Minor Repairs Proposed Budget Form

(Appendix B to a contract between a local government entity and the NYS Unified Court System pursuant to Chapter 686, Laws of 1996)

State Fiscal Year: April 1, 2018 - March 31, 2019

Name of County or City: City of Newburgh

List Court Buildings:		Court Spaces to be Cleaned and Repaired Pursuant to this Budget		
Name and Address of Each Court Building (Including County Clerk Space)		Total Building Net Usable Square Feet	Court Related Net Usable Sq. Ft.	Aid Eligible Percentage
Newburgh City Courthouse		43,967	37,845	86%
300 Broadway, Newburgh, NY 12550				
Combined		43,967	37,845	86%

Note: Divide Court SF by Total SF for percent

Anticipated Changes in Location or Space Utilization:

Name and Address of Affected Building(s)	Nature of Changes	Target Date

1 Cleaning Costs:**1(a) Service Contracts**

Budget Line #	Contractor	Type of Service	Building	Contract Amounts for Budget Period	Aid Eligible Percentage	Budget Request
1	NYS Industries	April 2018-Mar 2019				
2	for the Disabled	Cleaning	300 Broadway	\$79,017	86%	\$67,955
3						
4						
5						
6						
1(a) Subtotal:						\$67,955

1(b) Local Payroll

	No. of Positions	Building	Annual Wages	Fringe Benefits	Total Personal Service Costs	Aid Eligible Percentage	Budget Request
7							
8							
9							
10							
11							
12							
1(b) Subtotal:							\$0

1(c) Supplies and Equipment

	Type of Material	Building	Quantity/Unit	Costs	Aid Eligible Percentage	Budget Request
13	Misc. Toilet Paper & Towels					
14	Cleaning Products	Courthouse	1	\$2,000	86%	\$1,720
15						
16						
17						
18						
1(c) Subtotal:						\$1,720

1(d) - Total Cleaning Costs (1a+1b+1c): **\$69,675**

2 Trash Removal and Disposal**2(a) Trash Removal**

	Contractor or Agency	Building	Quantity/Unit	Costs	Aid Eligible Percentage	Budget Request
19	City of Newburgh					
20	Sanitation Workers 2	Courthouse	1	\$2,500	86%	\$2,150
21						
22						
23						
2(a) Total:						\$2,150

2(b) Trash Disposal

	Contractor or Agency	Building	Quantity / Unit	Costs	Aid Eligible Percentage	Budget Request
24	City of Newburgh	Courthouse	1	\$1,500	86%	\$1,290
25	1 dumpster @ \$120 per month					
26						
27						
28						
2(b) Total:						\$1,290

2(c) - Total Trash Removal & Disposal (2a+2b): 2(c)**\$3,440****3 HVAC Cleaning Costs****3(a) Duct Work Cleaning and Filter Changing By Service Contract**

	Contractor	Type of Service	Building	Contract Amounts for Budget Period	Aid Eligible Percentage	Budget Request
29	MDS-HVAC-R Inc		Courthouse	\$3,000	86%	\$2,580
30						
31						
32						
33						
34						

3(a) Subtotal:

\$2,580

3(b) Duct Work Cleaning and Filter Changing by Local Payroll

	No. of Positions	Building	Annual Wages	Fringe Benefits	Total Personal Service Costs	Aid Eligible Percentage	Budget Request
35							
36							
37							
38							
39							
40							
3(b) Subtotal:							\$0

3(c) Filter Changing - Filters Only

	Type of Material	Building	Quantity/Unit	Costs	Aid Eligible Percentage	Budget Request
41	Filters	Courthouse	1	\$2,600	86%	\$2,236
42						
43						
44						
45						
46						
3(c) Subtotal:						\$2,236

3(d) Total HVAC Ductwork Cleaning & Filter Changing Costs (3a+3b+3c):

3(d)

\$4,816

4 GRAND TOTAL - ALL "CLEANING COSTS":

Grand Total Boxes 1d + 2c + 3d:

4

\$77,931

- 5 Proposed "Tenant" Work Use the following codes: a - Flooring and Carpeting
b - Painting
c - Interior Ceilings
d - Bathrooms
e - Fixtures
f - Minor Renovation
g - Other (Identify)

Work to be Performed:

	Code	Describe Work	Building	Wages	Fringe	Supplies	Total Costs	Aid Eligible Percentage	Budget Request
47	b	Painting				\$2,500	\$2,500	100%	\$2,500
48	g	Parking Sign				\$500	\$500	100%	\$500
49									
50									
51									
52									
53									
54									
55									
56									
57									
Total (5):									\$3,000

6 TOTAL - 100% REIMBURSIBLE EXPENSES:
(Cleaning Costs & Tenant Work)

Total (4+5) 6: **\$80,931**

7 Building and Property Maintenance:

7(a) Service Contracts

Use Codes A-G:

a - Pest Control

e - Security & Alarm Systems

b - Elevators

f - Property Maintenance

c - HVAC

g - Other (Identify)

d - Telephone Wiring

	Code	Contractor	Type Work Performed	Building	Contract Amounts for Budget Period	Aid Eligible Percentage	Budget Request
58	A	Craig Thomas Pest	Extermination	Courthouse	\$1,000	86%	\$860
59	B	Otis Elevator	Repair & Maint	Courthouse	\$8,000	86%	\$6,880
60	C	MDS HVAC	Repairs	Courthouse	\$34,000	86%	\$29,240
61	E&F	Foxmans Safe&lock	Service-Security Repairs	Courthouse	\$1,000	86%	\$860
62	E	CDR Electronics	Security&Alarm System	Courthouse	\$600	86%	\$516
63	E	Paetec	Security Cameras	Courthouse	\$4,300	86%	\$3,698
64	E	Gentech	Generator	Courthouse	\$2,000	86%	\$1,720
65							
66							
67	F	Other/Misc	Simplex/Doors/Hollenbec	Courthouse	\$6,000	86%	\$5,160
68							
7(a) Subtotal:							\$48,934

7(b) Local Payroll

	No. of Positions	Building	Annual Wages	Fringes	Total Costs	Aid Eligible Percentage	Budget Request
69							
70	1	Snow Removal-Courthouse	\$2,000		\$2,000	86%	\$1,720
71	1	Landscape Courthouse	\$3,000		\$3,000	86%	\$2,580
72	1	Various-Courthouse	\$5,500		\$5,500	86%	\$4,730
73							
74							
75							
76							
7(b) Subtotal:							\$9,030

7(c) Supplies and Equipment

	Type of Material	Building	Quantity/Unit	Costs	Aid Eligible Percentage	Budget Request
77	Misc-W.W. Granger,Lumber	Courthouse	1	\$800	86%	\$688
78	Electric, Pumbing, Maint.	Courthouse	1	\$1,400	86%	\$1,204
79						
80						
81						
7(c) Subtotal:						\$1,892

7 (d) Total - Building and Property Maintenance Costs (7a+7b+7c)

7(d):

\$59,856

8 Total - Building and Property Maintenance Costs:

8

\$59,856

9 Total Cost Reimbursable @ 25% = (Box 8 x 25%)

9

\$14,964

10 Total Proposed Direct Costs (Item 6 + Item 9):

10

\$95,895

11 Overhead Costs (Item 10 x .05):

11

\$4,795

12 Total Proposed Contract Amount (Item 10 + Item 11):

12

\$100,689

13 Local Government Certification:

I hereby certify that the cost estimates contained herein were developed using the best available information and that the proposed budget amounts are just, true and correct to the best of my knowledge.

Name:

County or City:

Title:

Address:

Signature:

Date:

Phone:

ENDNOTES:

Use budget line numbers for reference and include remarks or explanations below.

Line No. Explanation:

Five Year Projection
Court Facilities Contract
City of Newburgh
Contract UCS05-C300478-5000285

<u>Fiscal Year</u>	<u>Annual Contract</u>	<u>\$ Increase</u>	<u>% Increase *</u>
18-19	\$100,689	n/a	
19-20	\$105,723	\$5,034	5%
20-21	\$111,010	\$5,286	5%
21-22	\$116,560	\$5,550	5%
22-23	\$122,388	\$5,828	5%
Five Year -Total	\$556,370		

* Five percent (5%) annual increase attributable to inflation.

RESOLUTION NO. 52 2014

OF

MARCH 10, 2014

A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER
TO ENTER INTO AN AGREEMENT WITH THE UNIFIED COURT SYSTEM
FOR STATE REIMBURSEMENT IN AN AMOUNT SUBJECT
TO APPROVAL BY THE NEW YORK STATE COMPTROLLER
FOR THE PERIOD APRIL 1, 2013 TO MARCH 31, 2018
FOR COURT CLEANING AND MINOR REPAIRS TO THE CITY COURT FACILITY

WHEREAS, under New York State law, cities are required to furnish and maintain adequate court facilities for use by trial courts of the State, including Newburgh City Court; and

WHEREAS, pursuant to Resolution No. 153-99, the City of Newburgh entered into an agreement with the State of New York Unified Court System ("UCS") for the purpose of obtaining cleaning services for the interior of the Newburgh City Court as well as minor and emergency repairs to that facility; and

WHEREAS, pursuant to Resolution No. 196-2002, the City of Newburgh entered into an agreement which provided for a new contract period of five (5) years, such term beginning April 1, 2003 and terminating on March 31, 2008; and

WHEREAS, pursuant to Resolution No. 34-2009, the City of Newburgh entered into an agreement which provided for a new contract period of five (5) years, such term beginning April 1, 2008 and terminating on March 31, 2013; and

WHEREAS, pursuant to said Agreement the State of New York Unified Court System has submitted a new agreement for a renewal period of five (5) years, such term beginning April 1, 2013 to March 31, 2018, with reimbursement from the State established for each such period;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the Interim City Manager is hereby authorized to execute the annexed renewal period agreement, with the State of New York UCS, to provide the City with monetary reimbursement in the amount and for the period stated therein.

I, Lorene Vitek, City Clerk of the City of Newburgh,
hereby certify that I have compared the foregoing with the
original resolution adopted by the Council of the City of
Newburgh at a regular meeting held 3/10/14
and that it is a true and correct copy of such original.

Witness my hand and seal of the City of
Newburgh this 10 day of March 2014

City Clerk

RESOLUTION NO.: _____ - 2019

OF

APRIL 8, 2019

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH
SUPPORTING LEGAL SERVICES OF THE HUDSON VALLEY'S PROPOSAL
TO THE FUND FOR WOMEN AND CHILDREN FOR A STAFF ATTORNEY**

WHEREAS, the City Council of the City of Newburgh believes that all tenants in the City should have access to safe and habitable housing conditions; and

WHEREAS, unsafe and uninhabitable housing conditions affect all tenants and have a disproportionate impact on women and children; and

WHEREAS, without safe and habitable housing, and without the ability to meaningfully access justice and advocate for their needs, many women and children in the City are denied the right to a standard of living adequate for their health and well-being; and

WHEREAS, Legal Services of the Hudson Valley is the only provider of free legal services in the City of Newburgh for indigent tenants who cannot afford private legal services but who nonetheless need legal protection; and

WHEREAS, Legal Services of the Hudson Valley is uniquely qualified to help address the legal issues with respect to lack of habitable and safe housing in the City of Newburgh for all tenants, including women and children; and

WHEREAS, Legal Services of the Hudson Valley is applying to the Fund for Women and Children for a grant that will partially fund a staff attorney whose focus will be to advocate for the rights of tenants living in substandard housing conditions; and

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Newburgh expresses its support for the Legal Services of the Hudson Valley in its grant application to the Fund for Women and Children for a staff attorney.

Fund for Women & Children Grant Application

The newly created Fund for Women and Children is a unique philanthropic effort designed to identify and address pressing issues impacting some of the most vulnerable members of our community. Through targeted and specific funding, the goal of this initiative is for nonprofits in the region to elevate their programming to empower the women and children of Orange, Sullivan and Ulster Counties.

The Fund for Women and Children is being launched with initial support from the Rowley Family Foundation, in partnership with the Community Foundation of Orange and Sullivan. This strategy is designed to be as efficient and effective as possible in targeting resources and solutions that are making a difference in helping women and children thrive and reach their potential by offering help, hope and lasting change that improves lives and strengthens communities.

FUNDING PRIORITY –

Funding priority will be given to tax exempt organizations located in Orange, Sullivan and Ulster Counties, New York that provide programs or services for women and children in the outlined focus areas.

Focus Areas:

- ☐ Hunger
- ☐ Homelessness
- ☐ Drug Use/Opioids
- ☐ Education
- ☐ Health
- ☐ Poverty
- ☐ Domestic Violence
- ☐ Child Abuse
- ☐ Workplace Sexual Harassment

Please refer to the 2018 Women and Children Report for information regarding these focus areas and statistics related to the region.

In general, the Foundation does not grant funds for:

- endowment funds
- religious organizations for religious purposes
- fundraising activities or events
- umbrella funding organizations that intend to distribute funds at their own discretion
- political lobbying or legislative activities
- individuals
- academic or medical research

Awards:

In 2019, the Advisory Committee will consider grants from \$15,000-\$50,000, with committee discretion based on quality and quantity of applicants in the inaugural year. The grant period for awards will be one (1) year to eighteen (18) months with some flexibility based on the project/program. A site visit or follow up discussion may be requested.

Deadline:

Applications must be received by April 12, 2019. Funding decisions will be announced in May.

Questions:

Contact the Community Foundation at (845) 769-9393 or via email at womenandchildrenfund@gmail.com

The name and photo associated with your Google account will be recorded when you upload files and submit this form.

* Required

501(c)3 Organization name (as it appears on determination letter) *

Your answer

Organization Address *

Your answer

Organization Phone Number *

Your answer

Executive Director/CEO's Full Name *

Your answer

Executive Director/CEO's Email Address *

Your answer

Primary Contact for this program/project (if different from above)

Your answer



Fiscal Year (Month & Year -Format: From___/___ to ___/___) *

Your answer

Description of Organization *

Your answer

Amount Requested *

Your answer

Total Program/Project Budget *

Your answer

Please provide a description of the project and the impact on women and children. *

Your answer

Please provide a project completion plan. *

Your answer

How many people will be impacted by this project? *

Your answer

What county will be impacted by this project? *

Your answer



Please provide details on additional sources of funding for this project or describe plans for additional fundraising. *

Your answer

Is this a new or existing program? *

☐ New

☐ Existing

What areas of focus does this program/project address? *

Your answer

Describe your target population. *

Your answer

What is the timeline of your proposed program/project? *

Your answer

Please share three (3) program related objectives. *

Your answer

Describe what lasting effects this program/project will have on the target population. *

Your answer

How will this program/project be staffed? *

Your answer



In summary, explain how your proposed program/project will address the mission of the Fund for Women & Children. *

Your answer

Please upload your organization budget. *

Please clearly label each document with your organization name and title of the document. For example, the Organization Budget for the XYZ Foundation would be labeled "XYZ Fdtn - Org. Budget." Neglecting to properly label documents could affect the grant decision process.

ADD FILE

Please upload your project/program budget. *

Please clearly label each document with your organization name and title of the document. For example, the Organization Budget for the XYZ Foundation would be labeled "XYZ Fdtn - Org. Budget." Neglecting to properly label documents could affect the grant decision process.

ADD FILE

Please upload a list of your Board of Directors and Key Staff including their affiliation. *

Please clearly label each document with your organization name and title of the document. For example, the Organization Budget for the XYZ Foundation would be labeled "XYZ Fdtn - Org. Budget." Neglecting to properly label documents could affect the grant decision process.

ADD FILE

Please upload any supporting materials for your program/project. *

Please clearly label each document with your organization name and title of the document. For example, the Organization Budget for the XYZ Foundation would be labeled "XYZ Fdtn - Org. Budget." Neglecting to properly label documents could affect the grant decision process.

ADD FILE

SUBMIT

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Google Forms



RESOLUTION NO.: _____ - 2019

OF

APRIL 8, 2019

**A RESOLUTION TO CONTINUE SPONSORSHIP OF THE
NEWBURGH ILLUMINATED FESTIVAL**

WHEREAS, the Newburgh Illuminated Festival will be held on June 1, 2019; and

WHEREAS, the Newburgh Illuminated Festival is an event designed to celebrate the rich history of the City, its cultural diversity and the residents that reside here, thus resulting in increased tourism, increased business support and positive regional perception; and

WHEREAS, the organizers of the Newburgh Illuminated Festival have requested that the City Council support the Festival as a City-sponsored event; and

WHEREAS, this City Council finds that supporting the Newburgh Illuminated Festival as a City-sponsored event is in the best interests of the residents of the City of Newburgh. That it is in the best interests of residents for the city departments such as Department of Public Works, City Police and others as needed to partner with the Festival organizers;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York hereby supports and sponsors the Newburgh Illuminated Festival as a City-sponsored event and that such sponsorship be limited to providing insurance coverage for the event.