

NON-PROFIT REIMBURSEMENT PROGRAM HANDBOOK

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TABLE OF CONTENTS

PART I: INTRODUCTION.....	4
Overview of the Non-Profit Reimbursement Program.....	5
Workflow Charts.....	6
PART II: PROJECT PHASES.....	7
PHASE 1: BUDGET & PRE-CP REVIEW.....	8
Project Types.....	9
Budget & Pre-CP Checklist.....	11
Notes on Budget & Pre-CP Checklist.....	12
Attachment 1: Sample Budget Templates and Accompanying Notes.....	14
Attachment 2: Sample Sales Quote.....	18
Attachment 3: Sample Operating Hours & Frequency of Use Letter.....	21
Attachment 4: Useful Life Statement Template.....	22
Attachment 5: Non-Discrimination Affirmation.....	24
Attachment 6: Operating Contracts Letter Templates.....	25
Attachment 7: ISM Questionnaire & Sample Equipment Systems Diagram.....	27
Attachment 8: Initial Outfitting Affirmation and Sample Floor Plan.....	32
Attachment 9: Major Medical Systems Letter.....	35
Attachment 10: Training Cost Removal Letter.....	36
Attachment 11: Software Checklist.....	37
Attachment 12: Software License Letter and Accompanying Agreement.....	38
Attachment 13: Minimally Attached Moveable Property Questionnaire.....	42
Attachment 14: Personalty Agreement Templates.....	44
Attachment 15: HUD Acknowledgement Letter.....	46
Attachment 16: DASNY Acknowledgement Letter.....	49
Attachment 17: Subordination Agreement.....	50
Attachment 18: Sample CP Approval Letter.....	56
PHASE 2: REGISTRATION.....	57
Registration Checklist.....	58
Insurance Responsiveness Checklist.....	59
Additional Notes on Registration & Insurance Checklists.....	60
Attachment 19: Opinion of Counsel Letter Template.....	61
Attachment 20: Tax Affirmation Letter.....	63
Attachment 21: Certification by Insurance Broker.....	64
Attachment 22: Doing Business Data Form.....	65
Attachment 23: DLS Employment Report Instructions.....	67

PHASE 3: LIEN CLEARANCE REQUIREMENTS.....	69
UCC Guidelines.....	70
Procedures for UCC Liens That Relate to Loans Insured by the U.S. Department of Housing and Urban Development (“HUD”) or the Dormitory Authority of the State of New York (“DASNY”) and related sample agreements.....	78
Attachment 24: UCC-3 Amendment Statements for Competing Liens on File with the New York State Department of State and Related Exhibits.....	80
Attachment 25: Secured Party Disclaimer Letter.....	91
Attachment 26: Procedures on How to File the City’s UCC-1 Financing Statement for the City-Funded Equipment and Related Exhibits.....	93
Attachment 27: DDC’s Attorney Equipment Lien Attestation Form.....	98
PHASE 4: REIMBURSEMENT REQUIREMENTS.....	100
Payment Checklist for Equipment.....	101
Payment Checklist for Vehicles.....	102
Attachment 28: Procurement Affirmation with Sample Attachments.....	103
Attachment 29: Payment Requisition Form A with Notes and Sample.....	106
Attachment 30: Payment Requisition Form C.....	109
Attachment 31: Notes on Proofs of Payment.....	110
Attachment 32: Attorney Equipment Lien Attestation Form.....	111
Attachment 33: Evidence of Commercial Property Insurance.....	113
Attachment 34: Sample Judgment and Tax Lien Search.....	115
Attachment 35: Sample DMV Certificate of Title.....	116
Attachment 36: Sample DMV Motor Vehicle Registration.....	117
Attachment 37: Sample New York State Insurance Identification Card.....	118
END OF HANDBOOK.....	119

PART I: INTRODUCTION

The Non-Profit Reimbursement Program allows for the reimbursement of purchases made by not-for-profit organizations. To be eligible for this program, the organizations and the reimbursable purchase/s must meet certain requirements and be pre-approved.

Please refer to this handbook for a step-by-step guide on how to navigate each stage of the process.

Each section in this handbook contains checklists and corresponding attachments which may be used as an aid in preparing submissions for each stage of the award process. The checklists outline the documents groups must submit, and the corresponding attachments are generally sample or template documents. These items, which are available on the DDC Not-for-Profit website at <https://www1.nyc.gov/site/ddc/contracts/not-for-profit-forms.page>, are subject to periodic updates.

OVERVIEW OF THE *NON-PROFIT REIMBURSEMENT PROGRAM*

The NYC Department of Design and Construction's ("DDC") Law Unit administers the City's *Non-Profit Reimbursement Program* ("Program"). Under this Program, New York City's elected officials award from the City's capital budget, purchases made by 501(c)(3) not-for-profit organizations and public benefit corporations on a reimbursement basis. To be reimbursed for these purchases, each purchase must be pre-approved on a project-by-project basis. The organization must commit to using the purchases for a "City Purpose" for the benefit of the people of New York City for a specified performance term, and the organization must give the City a first priority security interest in the items for the duration of the performance term.

Eligible organizations are invited to apply for capital reimbursement funding by first submitting their project ideas to their Borough Presidents and/or City Council members ("Elected Official(s)"). Once the relevant Elected Official(s) have reviewed and awarded funding for the specific project, the New York City's Office of Management and Budget ("OMB") will review the application to ensure that the project ("Project") is capital eligible. After this *Initial Scope Review*, the group will be considered a Funding Recipient ("FR") and the award will move to the Budget and Pre-Certificate to Proceed ("Pre-CP") phase.

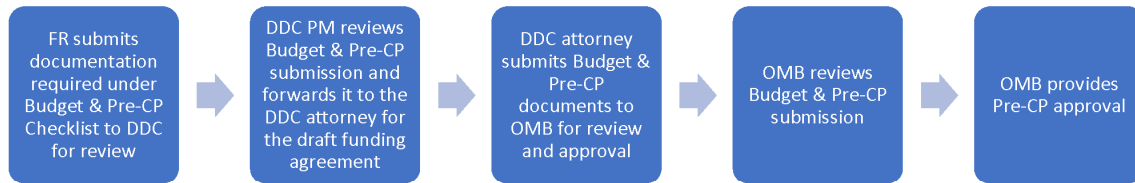
During the Budget and Pre-CP review period, each FR will be assigned a DDC Project Manager ("PM") and attorney, who will work intensively with the FR to ensure that the Project complies with the Program's requirements. In order for the Project to be eligible, the FR will need to demonstrate various things, including but not limited to: use of the item(s) for a City Purpose, capital eligibility of the purchase(s), and compliance with requirements from the City Charter, New York State Local Finance Law, and the New York City Comptroller. The FR must also demonstrate its financial and administrative ability to complete, support, and operate the purchase for the designated performance term. Once DDC's PM has completed a review, the DDC attorney will draft the funding and security agreements between the FR and the City. Once all Pre-CP documents have been reviewed and accepted, the agreements, as well as the FR's documentation of compliance will be re-submitted to OMB for *Pre-CP Approval*. Once *Pre-CP Approval* has been granted, DDC's PM will submit a CP request to OMB, apportioning the funding for reimbursement.

Once a CP has been issued, the agreements will be executed and registered with the Comptroller. It is recommended that the FR does not make any purchases prior to registration of the agreement. Purchases made before registration are done so at the FR's risk, due to eligibility and useful life requirements. After the items have been purchased and the City's priority interests have been secured, the FR will submit payment requisitions to DDC's PM for reimbursement. Once the payment requisitions have been accepted, the reimbursement payments will be processed, and the funds will finally be disbursed to the FR.

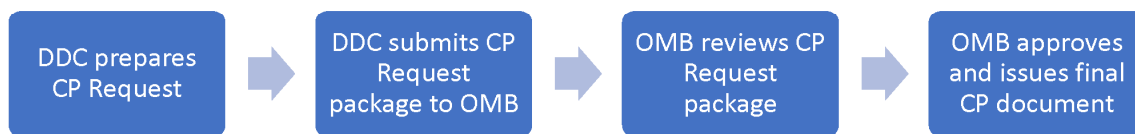
Throughout the entire registration and reimbursement process, FRs will work with their specific PMs for questions and concerns.

WORKFLOW CHARTS

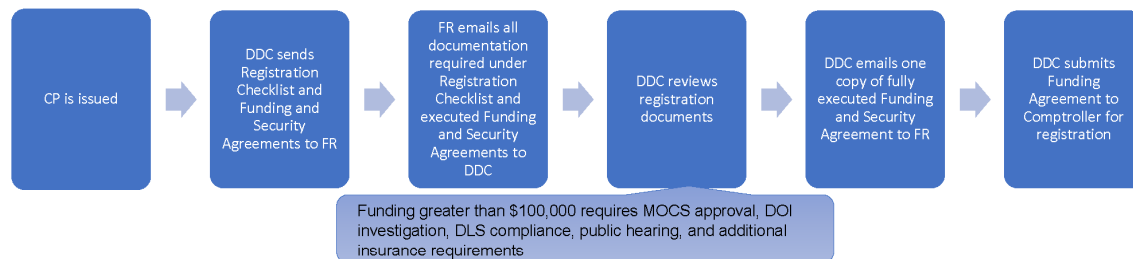
PHASE 1: BUDGET REVIEW AND PRE-CERTIFICATE TO PROCEED (CP) WORKFLOW



PHASE 2: CERTIFICATE TO PROCEED (CP) REQUEST WORKFLOW



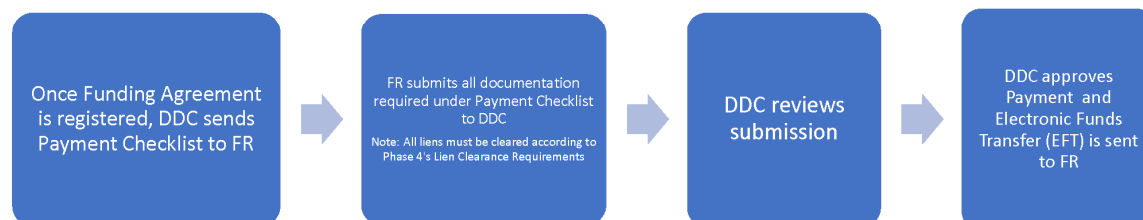
PHASE 3: REGISTRATION WORKFLOW



PHASE 4: LIEN CLEARANCE WORKFLOW

PLEASE REFER TO THE UCC GUIDELINES FOUND IN THIS HANDBOOK FOR DETAILED INSTRUCTIONS.

PHASE 5: REIMBURSEMENT REQUEST WORKFLOW



***PLEASE NOTE: FRs MUST MAKE COMPLETE AND ACCURATE REPRESENTATIONS IN ALL SUBMITTED DOCUMENTS, DURING ALL PHASES OF THE DISCRETIONARY CAPITAL PROCESS. DDC'S PMs WILL WORK WITH THE FRs FOR CLARIFICATION IF THERE ARE INACCURACIES OR ISSUES IN FR's SUBMISSIONS.**

PART II: PROJECT PHASES

PHASE 1: BUDGET & PRE-CP REVIEW

During the *Budget & Pre-CP Review*, the DDC Project Manager (PM) will send the funding recipient a *Budget & Pre-CP Checklist* that lists all the required documents and information needed for the proposed purchase of the vehicles/equipment. Once the DDC PM receives, reviews, and accepts these items, they are forwarded to a DDC attorney, who will conduct a legal review and then draft the funding and security agreements, which will be submitted to OMB for Pre-CP approval. Once the Pre-CP is approved, the final funding and security agreements are prepared and the DDC PM will submit a CP request to OMB, apportioning the funding for reimbursement.

Please see the following pages for descriptions of eligible projects and the *Budget & Pre-CP Checklist*, with accompanying notes and sample and template documents.

Project Types

DDC administers three types of projects under this Program: Vehicle Projects, Equipment Projects, and Vehicle and Equipment Projects. While general eligibility requirements are listed below, please note that capital eligibility requirements are extremely nuanced. All FRs will need to work closely with their DDC's PMs during the *Budget & Pre-CP Review process* to ensure capital eligibility, pursuant to OMB's approval.

A. Eligible Project Types

1. Vehicle Projects

- Eligible vehicles include:
 - Maintenance vehicles,
 - Refrigeration vehicles,
 - Ambulances, or
 - Passenger vehicles that seat at least 10 passengers.
- Minimum City contribution for Vehicle Projects is \$50,000 for FY 2021 Awards and beyond and \$35,000 for awards in FY 2020 and prior.
- Vehicle's minimum useful life must be at least 5 years

2. Equipment Projects

i. Non-Attached Moveable Property

- Eligible Non-Attached Moveable Property include items such as:
 - Chairs,
 - Desks, or
 - Mobile X-ray machines.
- Minimum City contribution for Moveable Property that is not attached to real property is \$50,000 for FY 2021 Awards and beyond and \$35,000 for awards in FY 2020 and prior.
- Minimum useful life must be at least 5 years, unless the purchase is related to Information Technology, which requires a useful life of 3 years.

Note: Initial Outfitting projects have a strict 6-month purchase window after first date of occupancy.

Note: Items for Initial Outfitting projects that have a unit price below the minimum threshold may be eligible, if they are a component for a larger piece of equipment and cannot function on its own.

- All items that are not physically connected, must serve the same logical purpose, or else they will be considered separate projects, each of which must meet the \$50,000 minimum cost threshold.
- However, in the case of **Initial Outfitting Projects** (See Attachment 8), where a defined area has been newly acquired, leased, or constructed and this area will be newly outfitted with equipment, items may be physically unconnected and need not serve the same logical purpose, as long as: (1) when combined, the sum of the items meets the \$50,000 minimum, (2) each item has a minimum cost of \$165 for FY 2021 Awards and beyond and \$110 for awards in FY 2020 and prior, and (3) the items are ordered within six months of occupancy.

ii. Attached Moveable Property

- Eligible Attached Moveable Property include items such as:
 - Wall-mounted TVs,

- MRI units, or
- Floor-mounted cubicles.
- Minimum City contribution for Attached Moveable Property is at least \$250,000.
- Minimum useful life must be at least 5 years.
- Moveable Property that is physically attached to real property will be treated as real property and will be subject to the real property requirements set forth in these Guidelines.
 - Attached Moveable Property *may* qualify as Non-Attached Moveable Property if the Owner of said real property acknowledges in writing that such items are not considered part of the real property and are not subject to such ownership through a **Personalty Agreement** (see *Attachment 14*). If the real property is subject to a mortgage or a lien, the mortgage holder or lienholder must also acknowledge through a **Personalty Agreement** that the items are not subject to the mortgage or lien.

B. List of Ineligible Items

- Cars or passenger vehicles that hold fewer than 10 people
- Entity specific signage (e.g., graphics on vehicles). Custom made items /custom fabricated items (including custom fabricated furniture) / unique items
- Training
- Maintenance / support services
- Warranties
- Laptops, tablets, iPads, cellphones, USB flash drives
- Disposable / consumable items, including: toner, paper, CDs, DVDs, badges, IDs, key fobs, batteries, light bulbs
- Spares / inventory / supplies / backup items
- Items with an estimated useful life of less than 5 years (except for information technology equipment systems, with an estimated useful life of less than 3 years)
- Maintenance equipment including: floor buffers, vacuum cleaners, snow and leaf blowing machines
- Carrying cases / storage cases (when included with an Equipment System)
- Software subscriptions

Budget & Pre-CP Checklist

Funding Recipient:
(Insert Full Corporate Name)

NOTE: Additional documents will be required later in the registration process. The information provided must be consistent with the CapGrants application. Written justifications are required for any differences. Please include this checklist as a cover sheet with all of the below-requested documents included as attachments (incomplete submissions will not be accepted.)

Items marked with an * have templates that are available at <https://www1.nyc.gov/site/ddc/contracts/not-for-profit-forms.page>

Part A: Required Items for all Awards	
<input type="checkbox"/> Budget Spreadsheet*	<ul style="list-style-type: none"> List all items purchased and their corresponding quantities and costs, based on the price quotes/invoices. See the Notes tab on the spreadsheet for more information on completing the budget.
<input type="checkbox"/> Current Price Quotes/Invoices	<ul style="list-style-type: none"> Quotes or invoices must clearly identify the description, make, model, quantity, and cost of items to be purchased. Vehicle quotes/invoices must contain full specifications, to include the passenger count for transportation vehicles.
<input type="checkbox"/> Purchase Dates of the Equipment/Vehicles	<ul style="list-style-type: none"> Enter actual or expected purchase dates in the Date Purchased column of the Budget Spreadsheet. TBD is not acceptable.
<input type="checkbox"/> Organization's Hours of Operation & Frequency of Use of the Equipment/Vehicles*	<ul style="list-style-type: none"> Provide the range of hours and days of the week when the organization is open for business. Provide the range of hours and days of the week, along with the minimum number of days in the year, in which the equipment/vehicles will be used. Vehicle/equipment usage should be consistent with the application. If there are any differences, then provide an explanation in the statement.
<input type="checkbox"/> Useful Life Statement*	<ul style="list-style-type: none"> If there are items that have varying useful life expectancies, then attach a spreadsheet listing each item and their applicable useful life period. Statement must be signed by the CEO or equivalent and a staff member (CIO for IT Projects) who is employed by the organization and is familiar with the items being purchased.
<input type="checkbox"/> Non-Discrimination Affirmation*	<ul style="list-style-type: none"> Organization name must be the exact full legal name.
<input type="checkbox"/> Letter of Operating Contracts with City Agencies Related to the Award*	<ul style="list-style-type: none"> Include the contract details (e.g., registration number, service period, contract amount, agency) and provide copies of such contracts and amendments. Do not include discretionary grants from elected officials for expense dollars. If there are no operating contracts, then indicate that on the letter.

Part B: Applicable Items for Specific Awards	
DDC will notify the organization which items, if any, applies to their award.	
<input type="checkbox"/> Parking Facility Lease	<ul style="list-style-type: none"> If a vehicle is parked at a location (sidewalk parking is not allowed) not operated by the organization, then provide a lease agreement from the parking facility.
<input type="checkbox"/> Information Systems Management (ISM) Questionnaire*	<ul style="list-style-type: none"> Questions are based on the functionality and connectivity of equipment systems. Include the Equipment Systems Diagram, which is a visual presentation of how the system components are connected.
<input type="checkbox"/> Initial Outfitting Affirmation*	<ul style="list-style-type: none"> Applies to awards for the outfitting a newly purchased, leased, renovated, or constructed facility. Include all applicable attachments as stated on the form.
<input type="checkbox"/> Major Medical Systems Letter*	<ul style="list-style-type: none"> Affirmation that the medical equipment to be purchased, meets specific eligibility requirements by the City.
<input type="checkbox"/> Training Cost Removal Letter	<ul style="list-style-type: none"> If training is provided at "no additional cost", then the vendor must itemize the cost of the training and document it, so that it can be removed from the budget.
<input type="checkbox"/> Software Checklist*	<ul style="list-style-type: none"> List each software product associated with the equipment purchase and identify if the license is transferable by its terms, as per the licensor's terms and conditions. Provide copies of each licensor's End User License Agreement.
<input type="checkbox"/> Software Acknowledgement Letters*	<ul style="list-style-type: none"> If a software license is not transferrable by its terms, then the licensor must provide a preliminary approval letter agreeing to sign the Assignment of Software License Agreement, prior to reimbursement.
<input type="checkbox"/> Minimally Attached Moveable Property Questionnaire*	<ul style="list-style-type: none"> Complete, if your award contains equipment that is minimally attached to the premises and whose total eligible amount is at least \$250,000. Questions are based on the ease and cost of transportability of the equipment, method of attachment to the property, ownership of the premises, and potential lienholders.
<input type="checkbox"/> Personalty Agreement*	<ul style="list-style-type: none"> Required, if you completed the Minimally Attached Moveable Property Questionnaire Include agreements from your landlord and/or lender, acknowledging that none of the attached equipment are deemed to be fixtures.
<input type="checkbox"/> DASNY & HUD-Related Liens	<ul style="list-style-type: none"> An acknowledgement letter is required from private HUD-insured lenders, agreeing to submit the Subordination Agreement. List all relevant and applicable DASNY and HUD-insured security interests/liens. For more information, see the DDC UCC Guidelines

Please refer to DDC's Not-for Profit Reimbursement Program page at <https://www1.nyc.gov/site/ddc/contracts/not-for-profit.page> for more information.

Explanatory notes on the Budget & Pre-CP Checklist

Notes 1 through 8 are applicable for all awards

1. **Funding Recipient's name:** Funding Recipient's (FR) name must match its legal name as registered with New York State's Department of State, as well as the name listed on the Organization Form in OMB's Cap Grants Database ("Cap Grants").
2. **Budget in format specified by OMB:** *Schedule A: Budget Spreadsheet* lists all items (description, make, and model) that will be purchased under the Project. See Attachment 1 for a template and sample budgets.
3. **Current Price Quotes/Invoices:** Price quotes or invoices must itemize costs for each item purchased. Labor costs must be broken down by hours and rates. For Vehicle Projects, full specifications must be provided. See Attachment 2 for a sample quote.
4. **Order/Purchase Dates for City-Funded Equipment and/or Vehicles:** *Schedule A: Budget Spreadsheet* requires FR to list the actual or estimated purchase date of the items under the Project. DDC recommends that FRs do not purchase items prior to registration of the agreements, except for initial outfitting awards, due to the 6-month purchase window from the date of occupancy. If items have been purchased, FR should enter the dates of purchase into Schedule A. Otherwise, the group should enter the estimated purchase date. Entering TBD is not acceptable.
5. **General Operating Hours of the Organization and Frequency of Use of the City-Funded Equipment and/or Vehicles:** Operating Hours are the daily hours the FR is open for business. Frequency of Use are the days and hours in which the vehicle/equipment will be used during the week and the minimum number of days in the year in which the vehicle/equipment will be used (e.g. Mondays through Fridays from 9am-5pm, for a minimum of 260 days per year). See Attachment 3 for a sample. These hours and days must match what was entered in the CapGrants application. If they do not match, the FR must provide a letter explaining the difference.
6. **Useful Life Statement:** The Useful Life Statement affirms that all vehicle/equipment purchases will have a minimum useful life of 5 years from the date of reimbursement. See Attachment 4 for a template letter. Please note that purchases of IT equipment require a certification signed by the organization's CFO and CIO certifying that the useful life of the equipment is tied to its replacement cycle. If equipment has varying degrees of useful life, then attach a spreadsheet to the statement listing each item and their respectful usefulness.
7. **Non-Discrimination Affirmation:** FR name must match its legal name as registered with New York State's Department of State, as well as the name listed on the Organization Form in Cap Grants. See Attachment 5 for a template.
8. **Operating Contracts Letter with City Agencies Related to the Award:** If the FR has existing operating contracts with City of New York agencies related to the use of the equipment/vehicles for their award, then they must list specific details about those contracts in a template letter and provide copies of these contracts. If the FR does not have such contracts, then they must state that in the letter. See Attachment 6 for template letters.

Explanatory notes on the Budget & Pre-CP Checklist (continued)

Notes 9 through 18 are applicable to specific awards

9. **Parking Facility Lease:** Only applies to vehicle awards, if a vehicle will be parked in a facility that is not operated by the funding recipient.
10. **Information Systems Management (ISM) Questionnaire:** ISM Questionnaire applies only to IT Equipment projects. This document inquires about the use and connectivity of the proposed system and its components. Please attach the Equipment System Diagram and any other applicable documents. See Attachment 7 for a blank form and sample Equipment Systems Diagram.
11. **Initial Outfitting Affirmation:** Applicable only to projects for the outfitting of newly occupied facilities within six months of use. See Attachment 8 for a template. Additional documents must be submitted with this form. (e.g. copy of the lease, floor plan, statement of work for construction, etc.).
12. **Major Medical Systems Letter:** Applicable only for purchases of medical equipment. Refer to Attachment 9 for the template letter explaining the requirements for hospital purchases.
13. **Training Cost Removal Letter:** Training costs are non-reimbursable expenditures that must be itemized by the vendor and provided on the FR's letterhead. See Attachment 10 for a sample letter.
14. **Software Checklist:** If software is being purchased, the FR must complete the Software Checklist. Software licenses must have a term of at least 5 years. See Attachment 11 for a template. Licenses executed by the licensor must be freely transferrable. If licenses are not freely transferrable, the licensor must execute a Software License Assignment agreement. End User License Agreements from the licensor must also be provided.
15. **Software Acknowledgement Letter:** If licenses are not freely transferrable, a preliminary software license letter is required from the licensor during the Budget and Pre-CP phase. See Attachment 12 for a template. The licensor must execute a Software License Assignment agreement prior to reimbursement.
16. **Minimally Attached Moveable Property Questionnaire:** For awards \$250,000 and greater, with minimally attached equipment, the FR will answer questions based on the ease of removal and method of attachment of the property, along with ownership and lienholder status of the premises where the equipment is attached. See Attachment 13 for a blank form.
17. **Personalty Agreement:** If the equipment is minimally attached to the property and the FR is leasing the property or has a mortgage, a Personalty Agreement by the Landlord and/or Mortgagee is required. This letter acknowledges that the equipment is not a fixture and is easily removable and transportable. See Attachment 14 for templates. Additionally, if the FR has a lease, the lease must be included to ensure that the lease term is greater than the useful life of the equipment. If the FR owns the property and has no outstanding mortgage, then the Personalty Agreement is not required.
18. **DASNY and HUD-Related Liens:** For HUD and private HUD-insured lenders, an acknowledgement letter (See Attachment 15) is required agreeing to submit the Personalty Agreement (See Attachment 14) and Subordination Agreement (See Attachment 17), along with an amended financing statement (UCC-3 Amendment Statement), prior to reimbursement. For DASNY only liens (See Attachment 16), only the UCC-3 is required, prior to reimbursement. Refer to the UCC Guidelines, beginning on Page 69 for more information

Funding Recipient Name:

FR HQ Address:

CapGrants ID:

Project ID:

Funding Allocation:

Description	Make & Model	Quantity	Unit Cost	City Funded	Non-City Funded	TOTAL	Date Purchased	Vehicle Parking/Equipment Use Address	Attached Y/N	Software License Agreement Y/N	Detailed Narrative
	Total			\$0	\$0	\$0					

DDC Contract Not to Exceed Amount

\$0

Funding Sources	
Budget Line	Amount
City (FMS budget line)	\$0
Funding Recipient	\$0
Total	\$0

Notes on Schedule A Budget Template

1. **Funding Recipient's (FR) Name** must match its legal name as registered with New York State's Department of State, as well as the name listed on the Organization Form in Cap Grants.
2. **FR's HQ Address** is the location of the organization's headquarters. This must match the address registered with New York State's Department of State, as well as the Organization Form in Cap Grants.
3. If items within the Project are ineligible for reimbursement or the total dollar amount of the item(s) exceeds the **Funding Allocation Amount**, the relevant or excess amounts will be placed in the **Non-City Funded** column. FR will be responsible for amounts in the **Non-City Funded** column.
4. For the **Date Purchased** column, enter the actual or estimated purchase date of the equipment/vehicle(s). Entering TBD is not acceptable.
5. **Vehicle Parking/Equipment Use Address** refers to the address where the equipment will be used or the vehicle/s will be stored, when not in use. This address must match what was stated in the original application in Cap Grants. If this address changes from the original application, the FR must provide a signed statement justifying the change in address.
6. For the **Attached Y/N** column, this question asks whether the equipment is minimally attached to the property. If the equipment is minimally attached, then a **Personalty Agreement for Attached Property** is required.
7. For the **Software License Agreement Y/N** column, this question asks whether such an agreement from the Licensor is required for software purchases. If the license(s) are not transferrable by its terms, then a Software License Agreement is required.
8. **DDC Contract Not to Exceed Amount** is the sum of the City Funded items, which cannot exceed the **Funding Allocation** amount.
9. In the **Funding Sources** section, the **City Budget** amount is the **DDC Contract Not to Exceed Amount**. The FR amount is the sum of the **Non-City Funded** items.
10. The **CapGrants ID, Project ID, & FMS Budget Line** codes will be provided by the DDC PM.

Please see the next two pages for sample completed Schedule A Budgets

Funding Recipient Name: ABC Center for the Youth, Inc.

Fr Address: 123 Main Street, New York, NY 10001

CapGrants ID: 11-234567-B8901

Project ID: PWDNABCCY

Funding Allocation: \$53,000

Description	Make & Model	Quantity	Unit Cost	City Funded	Non-City Funded	Total	Date Purchased	Vehicle Parking/Equipment Use Address
10 passenger Van	Ford 2020 Transit 350	1	\$52,607	\$52,607		\$52,607	4/25/2020	123 Main Street, New York, NY 10001
1st oil change		1	\$50		\$50	\$50		
Customized license plate		1	\$200		\$200	\$200		
Total				\$52,607	\$250	\$52,857		

DDC Contract Not to Exceed Amount

\$52,607

Funding Sources	
City (CS-MN111)	\$52,607
Funding Recipient	\$250
Total	\$52,857

Notes:

- Oil Change is ineligible, because it is a maintenance cost.
- Customized License Plate is ineligible, because it is a custom-made item.

Funding Recipient Name: ABC Medical Center

Fr Address: 123 W 45th St. New York, NY 10001

CapGrants ID: 11-123456-W6789

Project ID HLMNABCDE

Funding Allocation: \$70,000

Description	Make & Model	Quantity	Unit Cost	City Funded	Non-City Funded	TOTAL	Date Purchased	Vehicle Parking/ Equipment Use Address	Attached Y/N	Software License Agreement	Detailed Narrative
Laser Scalpel	Lumenis Pulse 50H	1	\$75,000	\$70,000	\$5,000	\$75,000	6/1/2020	123 W 45th St. New York, NY 10001	N	Y	
	Total			\$70,000	\$5,000	\$75,000					

DDC Contract Not to Exceed Amount

\$70,000

Funding Sources	
Budget Line	Amount
City (HL-MN501)	\$70,000
Funding Recipient	\$5,000
Total	\$75,000

Note:

\$5,000 was placed in the Non-City Funded column, because the amount of the equipment exceeds the funding allocation

School & Commercial Bus Sales

January 15, 2020



2018 COLLINS FORD TRANSIT

SEATING CAPACITY:

- Fourteen (14) Ambulatory Passengers, Including Driver

CHASSIS:

- Ford Transit
- Narrow Body
- 3.7L V-6 Gas Engine
- 25 Gallon Fuel Tank
- 6 Speed Overdrive Automatic Transmission
- Front and Rear Mud Flaps
- Exterior Heated/Remote Mirrors
- Driveshaft Guard
- OEM Suspension
- OEM Front Bumper
- Rear Steel Wrap Around Bumper
- Stainless Steel Wheel Covers

ENTRANCE DOOR:

- Electric Entrance Door
- Includes an Interior Step Well Light
- White Step Nosing and Standee Line
- Entrance Door Stanchion
- Rear Door Access to Luggage Space

• OFFICE

• TOLL FREE

• FAX

School & Commercial Bus Sales

WINDOWS:

- 36" X 45" T-Slide Windows Shall Be Supplied in the Body Sidewall
- Windows will be tinted to a 31% Light Transmission
- Drip Rail Above Windows

AIR CONDITIONING & HEATING:

- 70,000 BTU ACT Air Conditioning System, includes the following:
 - OEM Compressor
 - Add on TM-16 Compressor
 - EZ-5 Evaporator
 - CS-3 Condenser
- 60,000 BTU Floor Mounted Heater

FLOOR COVERING:

- 5/8" Plywood Floor
- Wood Grain Flooring

ELECTRICAL OPTIONS:

- OEM AM/FM/BT Radio w/PA
- 4 Speakers
- Exterior LED Lights
- REI Back Up Camera System with 7" Monitor and One (1) Camera

SEATING:

- Five (5) Double Ritz Hi-Back Seats
- Three (3) Single Ritz Hi-Back Seats
- Under Seat Retractable Seat Belts
- OEM Driver's Seat
- Aisle Side Armrests

SAFETY EQUIPMENT:

- Back Up Alarm
- Body Fluid Clean Up Kit
- 16 Unit First Aid Kit
- 5 lb Fire Extinguisher
- Triangle Reflector Kit

PAINT:

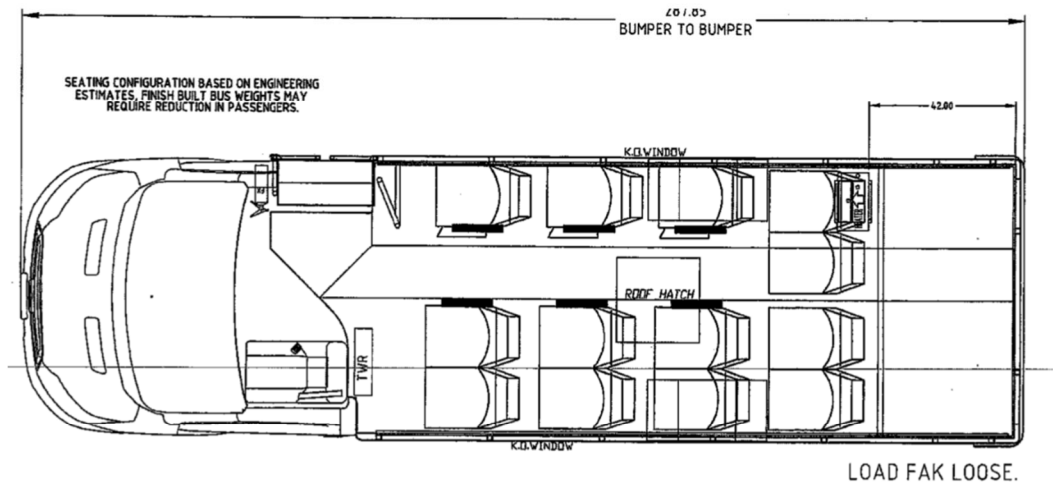
- Exterior of Vehicle Will Be Shadow Black
- No Other Graphics Included

• OFFICE

• TOLL FREE

• FAX

School & Commercial Bus Sales



Total Cost: \$57,790.00

- Price does not include any sales tax, if applicable
- Motor Vehicle Charges Are Additional
- All Ford Retail Rebates In Effect At Time of Quote Have Been Deducted

Executive Assistant, Bus Sales & Administration

Office:

Fax:

• OFFICE

• TOLL FREE

• FAX



ACME
Recreation Center
for Children
555 14th Ave
New York, NY 10005

September 26, 2021

Ms. Jane Doe

New York City Department of Design & Construction
30-30 Thomson Ave., 4th Floor
Long Island City, NY 11101

Re: ACME Recreation Center Project ID: PWDNACMEV - FY21 Capital Vehicle Project - Hours of Operation & Frequency of Use

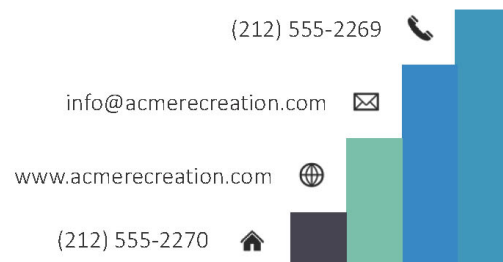
Dear Ms. Jane Doe,

Further to our earlier communication regarding ACME's Capital Vehicle Project, I am hereby confirming the following details:

1. The operating hours of the ACME Recreation Center are Monday through Friday from 9am to 5pm.
2. The vehicle ACME Recreation Center is seeking to purchase under the award, will be used Monday through Friday from 9am to 5pm.
3. The vehicle will be used for a minimum of 260 days per year.

Sincerely,

Willie E. Kayote
Executive Director



[Note: This letter must be placed on your organization's official letterhead.]

[Insert date]

Attn.: [insert name of Agency Project Manager]
NYC Department of Design + Construction
30-30 Thomson Avenue, Law Division, 4th Floor
Long Island City, NY 11101

Re: Useful Life Period Statement

Dear [insert name of Agency Project Manager]:

I, [Insert Name of Organization staff person³], am the [title] of [organization] which is seeking to receive capital funds from the City of New York for its [describe item; note that if multiple items are being acquired, we must receive this certification for each item⁴].

I hereby certify that the expected useful life of the item(s) is []⁵ from the date of acquisition. I arrived at this estimated useful life as follows: [Select one or more of the below-mentioned options.]

___ The manufacturer provided a written statement of the expected useful life, which is attached;

___ I reviewed the history of use of this type of item by our organization and determined that this type of item has historically been used, on average, for the period specified above; or

___ Other: [explain] _____

I further certify that our organization expects to use the item for at least the expected useful life identified above.

Sincerely,

¹ The City may require varied useful life statement letters from each organization based on the details and requirements of each project.

² This letter serves as a sample of what your organization will need to submit to the agency. Please remove all bracketed references and footnotes in the final version of your letter.

³ This person must have an expertise with the procurement of the item(s) referred to in this letter (i.e., this person should be a company purchasing manager or an IT specialist for computer and software equipment, etc.)

⁴ Please note that this sample letter relates to a situation where it is practical for an organization to refer to the useful life period of individual items being reimbursed by the City. However, if your organization has an extensive list of equipment and/or if multiple items of equipment are being purchased from one vendor (that are similar in nature), then please contact DDC to see whether your organization may group all such equipment together for the purposes of stating a useful life period for all such equipment within one letter.

⁵ The useful life period is typically five (5) years; however, if an item has a longer useful life period, please include the most extensive period of time in this letter.

[Handwritten Signature of CEO/Authorized Representative]

[Printed Name]

[Title]

[Date of signature]

[Handwritten Signature of Staff Person providing useful life estimate]

[Printed Name]

[Title]

[Date of signature]

Note: The staff person providing the useful life estimate must be someone who works for the organization.

SAMPLE



Non-Discrimination Affirmation

Funding Recipient's Full Legal Name¹ (as indicated on the Non-Profit organization's Certificate of Incorporation):

--

Funding Recipient hereby affirms that it has read all of the provisions included in the Funding and Security Agreements of the City of New York ("City" or "NYC") and acknowledges its obligation to abide by the terms of both agreements as well as the mandates of all Federal, State and City non-discrimination laws, including but not limited to: Title VII of the Civil Rights Act of 1964 (also known as "Title VII"), the New York State and NYC Human Rights Laws, and the Americans with Disabilities Act of 1990 (commonly referred to as the "ADA").

Therefore, Funding Recipient understands, agrees and represents to the City of New York that it will not deny the benefits of its services to any person based on race, religion, creed, color, national origin, sex, age, disability, marital status, sexual orientation or political affiliation.

In addition, the items paid for or intended to be paid for with the proceeds of City funding shall not be used to advance or support sectarian activity, including religious worship, instruction or proselytization.

Funding Recipient further understands and agrees that this representation to make its services available to the people of New York on a non-discriminatory basis was a material consideration in the City's determination to make City funding available to Funding Recipient, and that Funding Recipient's failure to make its services available on a non-discriminatory basis will constitute an Event of Default, as defined in the City's Funding Agreement.

SIGNATURE OF FUNDING RECIPIENT'S
DULY AUTHORIZED REPRESENTATIVE:

By: _____
Name: _____
Title: _____
Date: _____

Authorized Representative must be a high ranking executive

State of New York)
County of _____) ss:

On this ____ day of _____, 20__ before me personally came _____ (Name), who being by me duly sworn, did depose and say that s/he is the _____ (Position) of _____ (Name of Funding Recipient), the non-profit organization / corporation described in and which executed the foregoing instrument, and s/he duly acknowledged to me that s/he executed the same for and in behalf of the said non-profit organization / corporation for the uses and purposes mentioned therein.

Notary Public

(Stamp or Seal)

¹ The Funding Recipient's name must match the corporate name indicated on the Capital Funding Request form submitted to the City.

Operating Contract Letter for FRs with no City Operating Contracts

[Organization Letterhead]

[Date]

Attn: [DDC Project Manager]
NYC Department of Design and Construction
30-30 Thomson Avenue, 4th floor
Long Island City, NY 11101

Re: No City Operating Contracts Related to FY [Year] [FMS ID] Project Award for \$[Project Amount]

Dear [DDC Project Manager]:

I, [Name of Authorized Signatory], am the [Title] of [Organization] which is seeking to receive capital funds from the City of New York for the above referenced project.

I hereby certify that there are no City Operating Contracts that relate to the above-referenced City-funded Project.

Sincerely,

[Signature of Authorized Signatory]
[Printed Name of Authorized Signatory]
[Title]
[Organization]

Operating Contract Letter for FRs with City Operating Contracts¹

[Organization Letterhead]

[Date]

Attn: [DDC Project Manager]
NYC Department of Design and Construction
30-30 Thomson Avenue, 4th floor
Long Island City, NY 11101

Re: City Operating Contracts Related to FY [Year] [FMS ID] Project Award for \$[Project Amount]

Dear [DDC Project Manager]:

I, [Name of Authorized Signatory], am the [Title] of [Organization] which is seeking to receive capital funds from the City of New York for the above referenced project.

Please find below, the list of City Operating Contracts² that relate to the above referenced Project:

	Contract Registration No.	Contracting Agency	Contract Start Date	Contract End Date	Relevant Contract Sections ³	Contract Amount	Percentage of Capital Award Usage
1 ⁴							
2							
3							
4							
					Total Sum of Operating Contracts ⁶	[\$Sum]	[Sum]%

Sincerely,

[Signature of Authorized Signatory]
[Printed Name of Authorized Signatory]
[Title]
[Organization]

¹ Funding Recipients should work with their Project Managers to complete this Letter.

² Funding Recipient must send a PDF of each related City Operating Contract, with all subsequent amendments, to DDC's Project Manager.

³ Funding Recipient should cite the specific provisions of the related City Operating Contract(s) that indicate funding for the use of the City-funded purchase.

⁴ Funding Recipients should complete this table, adding or deleting rows, as necessary.

ISM Questionnaire for Equipment, IT, & Medical Systems

For information technology (IT)/computer and other Equipment Systems (see the definition of "Equipment System or Moveable Property System" in the Glossary), respond to the following questions.

1. Explain how each component item, or group of items, relates to the system and is physically connected or connected through a wireless network, and why the items are necessary for the system to function. Please provide as much detail as possible about each component item specified in **Attachment C.9 Moveable Property List** of the CapGrants Application Submission.

2. In addition, please provide responses to the following if applicable:

a. If in multiple locations, is the connection based only on the Internet or is it part of a larger enterprise network? (Please note that the minimum cost of the Moveable Property must be \$50,000 per site.)

b. What applications will be used/shared over the network, and how will they be used/ shared?

c. Are these shared applications unique to the Organization?

d. Will the shared applications be available to the public, or can they only be accessed by people affiliated with the Organization?

e. Is the system replacing or upgrading an existing system that was previously funded by the City? If so, when was the existing system purchased and installed?

3. Provide a diagram of all components of the Moveable Property showing how they are physically and/or wirelessly connected and networked, and how they function interdependently as a system and/or as a single medical treatment/diagnostic unit as **Attachment C.16 Equipment System Medical Equipment Diagram**. (For reference, see the sample diagrams in Exhibit 7D, Sample Diagrams - Equipment System of the CapGrants Application Documents.)

Several Organizations have not uploaded this Attachment in the past.

Please indicate that the Organization understands that in order to have its application reviewed, this diagram must be uploaded. ☐

Not Applicable (i.e., not an Equipment System or Medical Treatment/Diagnostic Unit) ☐

4. If the Moveable Property is intended for medical treatment and/ or diagnostic services for patients, describe the general function of each item below.

Software:

Review the Guidelines (Exhibit 1) for requirements for software licenses and the Form of Assignment of Software License and Consent (Exhibit 5).

Software licenses are capially eligible only when they will be valid for at least five years with the initial purchase. A five-year software subscription with ongoing fees (such as monthly or annual fees) is not capially eligible.

Any software license(s) for Moveable Property purchases must be transferrable to the City and/or the City's designee, and the City's Assignment of Software License and Consent (see Exhibit 5) will need to be executed by the software licensor(s), if the license is not transferrable by its terms.

Note that many items of Moveable Property in addition to computers contain software, including medical Moveable Property and telephone systems.

Does the Organization understand and agree to these software license requirements?

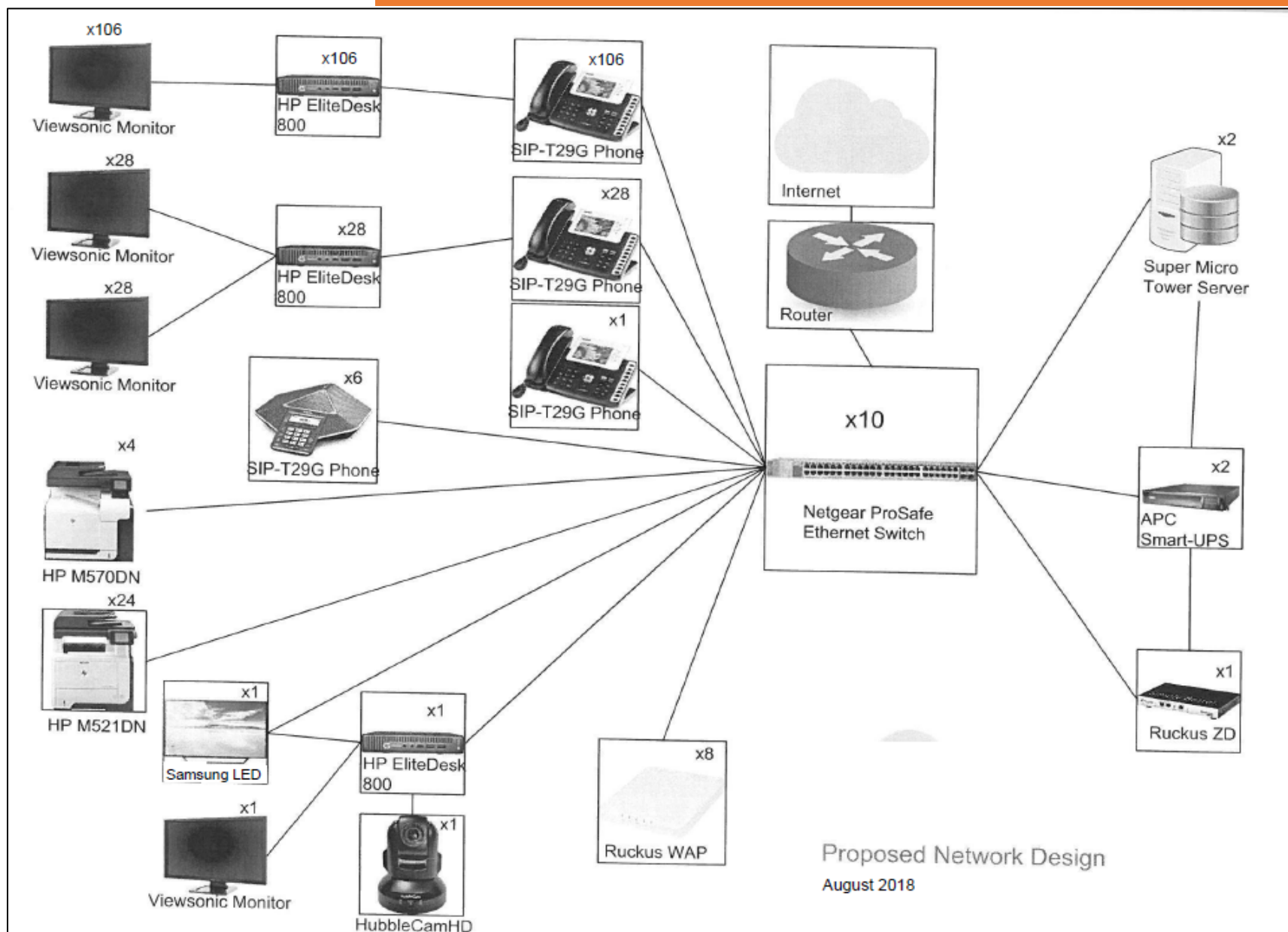
Yes ☐ No ☐

Installation and Related Soft Costs:

Are there any consultant or design fees, installation or installation-related costs, or other soft costs for the Moveable Property (as indicated in **Attachment C. 9 Moveable Property List**)?

Yes ☐ No ☐

If YES, then attach a detailed description of the scope of work for the consulting, design and/ or installation, the estimated hours to perform the consulting, design and/or installation, and the hourly rates to be paid for the consulting, design and/or installation as **Attachment C.17 Design, Installation, and Other Soft Costs**.



Funding Recipient's Full Name (as indicated on its Certificate of Incorporation):

Address where City funded equipment will be located:

Funding Recipient hereby affirms that it has read all of the provisions provided in the Funding and Security Agreements of the City of New York ("City" or "NYC") and acknowledges its obligation to abide by the terms and requirements of the NYC Comptroller's Internal Control and Accountability Directive No. 10, which defines Initial Outfitting as the outfitting of a defined area that (i) has been newly acquired, leased or constructed or (ii) is the subject of a comprehensive upgrade or betterment. Directive No. 10 further states that orders for initial outfitting must be placed within six (6) months of the date that the building, structure, facility or other Capital Asset is placed into service.

Accordingly, Funding Recipient recognizes that an initial outfitting designation requires a newly purchased, constructed, reconstructed or leased space. A space that has a renewed and/or amended lease does not qualify for initial outfitting.

In addition, the Funding Recipient hereby acknowledges that all equipment purchased pursuant to an initial outfitting project (i) must be ordered within six (6) months of date the premises is placed into service, and (ii) must remain at the premises indicated in the City's Funding and Security Agreements for a period of five (5) years without exception.

Please also provide the following information regarding the initial outfitting project, as provided below (please fill out all sections that are applicable):

• Space information:

- Property newly purchased?

Yes ___ No ___

If yes, then provide:

Date of purchase: _____

Move-in date: _____

Please provide a copy of the purchase contract.

- Newly leased space?

Yes ___ No ___

If yes, then provide:

Lease term: _____ yrs.

Date lease term begins: _____

Date lease term ends: _____

Move-in Date: _____

Please provide a copy of the lease.

- Property newly constructed?

Yes ___ No ___

If yes, then provide:

Start date of the project: _____

Date of completion: _____

Please provide a copy of the certificate of occupancy.

- Comprehensive renovation / upgrade of Property?

Yes ____ No ____

If yes, then provide:

Start date of the project: _____

Date of completion: _____

Move-in date: _____

- Construction information:

For reconstruction or comprehensive renovation/upgrade, a detailed scope of work of such reconstruction or upgrade and delineation of the affected space(s) must be provided. In general, a comprehensive upgrade involves demolition and construction work which involves at least three trades. Thus, the detailed scope must include delineation of the affected areas, the specific work undertaken by trade and work type and cost (including breakouts for surface treatments such as carpeting, painting, other finishes). Please note that surface treatments on their own do not qualify a space for initial outfitting.

- Scope of Work (prepared by an architect/engineer) : Please Attach

- Floor Plan of Space attached?

Yes ____ No ____ (Must be provided in order for this affirmation to be complete.)

See the next page for a sample floor plan.

- Equipment purchase information:

- Order date(s), purchase date(s) and installation date(s) of equipment:

- Please provide copies of quotations/invoices and an equipment list (Exhibit A to the Funding Agreement).

- For each item of equipment on the equipment list, please provide the order date, purchase date, and installation date in separate columns in the equipment list.

SIGNATURE OF FUNDING RECIPIENT'S
DULY AUTHORIZED REPRESENTATIVE:

By: _____
Name: _____
Title: _____
Date: _____

State of New York)

ss:

County of _____)

On this ____ day of _____, 200__ before me personally came _____ (Name), who being by me duly sworn, did depose and say that s/he is the _____ (Position) of _____ (Name of Funding Recipient), the non-profit organization / corporation described in and which executed the foregoing instrument, and s/he duly acknowledged to me that s/he executed the same for and in behalf of the said non-profit organization / corporation for the uses and purposes mentioned therein.

Notary Public
(Stamp or Seal)



Major Medical Systems Letter
(Template letter for Non-Profit Reimbursement Program Awards)¹

[Note: This letter must be placed on your organization's official letterhead.]

[Insert Date]

Attn.: [Insert Name of Agency Project Manager]
NYC Department of Design + Construction
30-30 Thomson Avenue, Law Division, 4th Floor
Long Island City, NY 11101

Re: Major Medical Systems Letter: [Insert Project ID and Description of the Award]

Dear [Insert Name of Agency Project Manager]:

[Insert Organization's Name and Department] is requesting to purchase [Insert Description, Make, and Model of the Equipment] ("Equipment System").

This Equipment System is comprised of a group of related elements and/or components, which are mutually dependent upon each other and are [physically connected] or [connected through a wireless network]². The Equipment System contains no consumable or disposable items, spare parts or supplies. The useful life of the Equipment System is at least 5 years.

If you should have any questions about the Equipment System, please contact [Insert name of appropriate representative of your organization who knows the technical details of the Equipment System.]

[Handwritten Signature of Authorized Representative]
[Printed Name]
[Title]
[Date of signature]

¹ Please remove all bracketed references and footnotes in the final version of your letter.

² Please select the applicable statement.

ABC
MEDICAL CENTER

ABC Medical Center
123 Main Street
New York, NY 10001
(212) 555-1234
www.abcmedical.com

John Doe
NYC Department of Design & Construction
30-30 Thomson Avenue, 4th Floor
Long Island City, NY 11101

Re: XYZ MRI Machine

Dear Mr. Doe,

This letter is a confirmation that ABC Medical Center will be responsible for \$5,000 in training costs identified in the original quote. Please let me know if any other additional information is needed.

Sincerely,



Jane Doe
Vice President and Chief Operating Officer

Software Checklist

Funding Recipient's Full Legal Name (as indicated on the Non-Profit organization's Certificate of Incorporation):

Funding Recipient hereby acknowledges that: 1) it has read all of the provisions relating to software licenses in the City's "Guidelines for Capital Funding Requests for Not-For-Profit Organizations" found in Exhibit 1 of the City's "Capital Funding Request Form for Not-for-Profit Organizations" (the "Request Form"); 2) reviewed the City's template "Form of Assignment of Software License and Consent" in Exhibit 5 of the Request Form; and 3) answered all software-related questions in the applicable section of the Request Form and this Software Checklist.

Funding Recipient understands that any software license(s) associated with Moveable Property (i.e., Eligible Equipment) purchases will need to be purchased for a term of at least five (5) years up front. Funding Recipient also understands that any software license(s) for Moveable Property purchases must be transferable to the City and/or the City's designee, and the City's Assignment of Software License and Consent must be executed by the software licensor(s), if the license is not transferable by its terms.

Licenses for certain standard software may not need to be assigned to the City if the City already maintains a license with the software provider. For example, the City does not require a "Form of Assignment of Software License and Consent" from the following software providers: 1) Microsoft Word, and 2) McAfee, etc. Funding Recipients should check with your organization's assigned DDC Project Manager to confirm whether any standard software included in a reimbursement project may fall into this category.

Funding Recipient makes the following representations about any and all software associated with Moveable Property:

	LIST ALL SOFTWARE ASSOCIATED WITH MOVEABLE PROPERTY (i.e., THE EQUIPMENT)	IS SOFTWARE EMBEDDED IN THE EQUIPMENT?	IS STAND-ALONE SOFTWARE INCLUDED?	IS THE LICENSE TRANSFERABLE BY ITS TERMS? (NOTE: MUST ATTACH COPIES OF ALL SOFTWARE LICENSES TO THIS CHECKLIST.)	IF LICENSE IS NOT TRANSFERABLE BY ITS TERMS, HAS THE LICENSOR AGREED TO EXECUTE THE CITY'S FORM OF ASSIGNMENT OF SOFTWARE LICENSE AND CONSENT? ¹	IS LICENSOR'S LETTER AGREEING TO EXECUTE THE CITY'S ASSIGNMENT FORM ATTACHED?
1		<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N
2		<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N
3		<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N
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7		<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N
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10		<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N
11		<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N
12		<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> N

SIGNATURE OF FUNDING RECIPIENT'S DULY AUTHORIZED REPRESENTATIVE OR IT SPECIALIST:

By: _____
Name: _____
Title: _____
Date: _____

Preliminary Approval Letter of NYC Software License Assignment

[Note: This letter must be on the Licensor's letterhead.]

Date

Company Name [FUNDING RECIPIENT]

Address

City, State, ZIP

Re: [LICENSOR] Quotation No. _____ dated _____, 20____ (the "Quotation")

Ladies and Gentlemen:

[LICENSOR] has provided the above-referenced Quotation to _____ ("Customer"). [LICENSOR] understands that the New York City Form of Assignment of Software License and Consent (attached hereto as Exhibit A) must be executed in the event that the City of New York (the "City") provides funding for the purchase of a non-transferrable software license associated with description of equipment.

In the event that a funding agreement is executed between the City and Customer for the purchase of a non-transferrable software license that has been sold by [LICENSOR], and [LICENSOR] has been paid in full for the software license and associated equipment, [LICENSOR] shall execute the attached Assignment of Software License and Consent for that software license and associated equipment.

Regards,

[LICENSOR]

By: _____

Title: _____

EXHIBIT A

New York City Assignment of Software License Agreement (see the next page)

[NYC TEMPLATE ASSIGNMENT OF SOFTWARE LICENSE AGREEMENT]

[Note: This letter must be on the Licensor's letterhead and all bracketed references must be removed to include the necessary information.]

_____, 20____

The City of New York
Department of Design and Construction
30-30 Thomson Avenue
Long Island City, New York 11101

Dear Sirs and Madams:

Re: Funding Agreement dated as of _____, 20____ ("Funding Agreement") by and between The City of New York acting by and through its Department of Design and Construction (the "City") and _____ ("Funding Recipient"); Security Agreement dated as of _____, 20____ ("Security Agreement") by Funding Recipient in favor of the City; and License Agreement dated as of _____, 20____ (the "License Agreement") by and between the undersigned ("Licensor") and Funding Recipient.

Funding Recipient has advised Licensor that the City has provided funding ("Funding") to Funding Recipient pursuant to the Funding Agreement to finance the acquisition of certain equipment ("Equipment") and software ("Software") necessary to operate said Equipment. Licensor is the holder of all copyrights and trademarks and owns all rights, benefits and privileges appurtenant to the Software. Licensor has licensed the Software to Funding Recipient pursuant to the License Agreement.

Funding Recipient has further advised Licensor that it is a condition of the Funding that, among other things, for a period commencing on the date that the City makes the first disbursement of the Funding for the Equipment to Funding Recipient, and ending five (5) years from the date that the City makes the final disbursement of such Funding to Funding Recipient, Funding Recipient grant to the City a first priority lien on the Equipment, and that Funding Recipient collaterally pledge, transfer and assign to the City and/or the City's designee the rights, benefits and privileges of Funding Recipient with respect to the Software under the License Agreement. Accordingly, upon the occurrence of an Event of Default under the Funding Agreement, the City may avail itself of all of its rights against the Equipment under the Security Agreement, and the City and/or its designee shall be vested with all of the rights, benefits and privileges of Funding Recipient with respect to the Software under the License Agreement.

At the request of Funding Recipient, Licensor hereby consents to the pledge, transfer and assignment to the City and/or the City's designee of the rights, benefits and privileges of Funding Recipient with respect to the Software under the License Agreement for the remaining term of the License, provided that prior to exercising its rights with respect to the Software as collateral assignee of the License Agreement: (i) the City shall give notice to Licensor of the occurrence of an Event of Default under the Funding Agreement; and (ii) the City shall identify to Licensor the person or entity that will make use of the Software, including, name and address and such other information as Licensor shall reasonably request.

Licensor further agrees that the pledge, transfer and assignment to the City and/or the City's designee of the rights, benefits and privileges of Funding Recipient with respect to the Software, and the use thereof by the City and/or the City's designee during the Performance Term shall be at no cost whatsoever to the City and/or the City's designee.

Very truly yours,

[LICENSOR]

By: _____
Name:
Title:

Funding Recipient hereby collaterally pledges, transfers and assigns to the City and/or the City's designee all the rights, benefits and privileges of Funding Recipient with respect to the Software under the License Agreement. Accordingly, upon the occurrence of an Event of Default under the Funding Agreement and notice of the occurrence thereof by the City to Licensor as provided above, the City and/or its designee shall be vested with all of the rights benefits and privileges of Funding Recipient with respect to the Software under the License Agreement.

[FUNDING RECIPIENT]

By: _____
Name:
Title:

Minimally Attached Moveable Property Questionnaire

Legal Name of the Organization: _____

Project ID and Award Description: _____

Award Amount: _____

Minimally Attached Moveable Property is moveable property that is attached to the Real Property in any manner. Such forms of attachment include but are not limited to attachment through the application of bolts, plaster, cement, nuts, screws or nails.

If any of the Moveable Property will be Minimally Attached Moveable Property and attached in **ANY MANNER**, please answer the following questions:

1. Does the Project include any Minimally Attached Moveable Property that will be attached to Real Property in **ANY MANNER**?

Yes ☐ No ☐

If **Yes**, complete the rest of the questionnaire.

Please provide the following information in relation to the property where the minimally attached equipment will be located:

Street Address: _____

Block: _____

Lot: _____

Is this property:

☐ Owned by your organization (attach a copy of the deed)

☐ Leased by your organization (attach a current copy of the lease agreement)

☐ Is the property encumbered by any mortgage or financing? (provide a list of lenders)

2. If the Project involves Minimally Attached Moveable Property that will be attached to Real Property in **ANY MANNER**, is the proposed City capital funding for the Moveable Property Project at least \$250,000 at each location with the Minimally Attached Moveable Property?

Yes ☐ No ☐

If **No**, the City will not provide funding.

3. If the Project involves Minimally Attached Moveable Property that will be attached to Real Property, is such Moveable Property easily transportable and reusable at minimal cost in another location if the City is forced to take possession of such Moveable Property?

Yes ☐ No ☐

If **No**, the City will not provide funding.

If **Yes**, what is the estimated cost to remove and reinstall the Minimally Attached Moveable Property at another location? _____

If **Yes**, please describe how the Minimally Attached Moveable Property is transportable and reusable at minimal cost, and the basis for the estimated cost.

4. If the Project involves Minimally Attached Moveable Property, describe in detail how such Moveable Property will be attached. Please provide a diagram or photo (on a separate page), if available, that clearly illustrates the nature and degree of attachment.

5. If the Project involves Minimally Attached Moveable Property to be located in Real Property that the Organization leases, please provide a letter (use the **Personalty Letter for Landlords** from the DDC NRP website) from the owner of such Real Property that states that the specific Minimally Attached Moveable Property requested herein, will not be considered part of the Real Property and will not be subject to such lease.

If the Project includes Minimally Attached Moveable Property to be located in Real Property that the Organization leases, and no such letter is provided, the City will not provide funding.

6. If the Project includes Minimally Attached Moveable Property to be located in Real Property that the Organization leases, there must be at least five (5) years remaining on the lease term (excluding any unexercised renewal options) from the date of disbursement of City funding for the Project, except that if the Project consists solely of computer hardware, software, networks, and information technology systems, there must be at least three (3) years remaining on the lease term (excluding any unexercised renewal options) from the date of disbursement of City funding.

Is the remaining lease term at least 5 years (or 3 years for projects solely consisting of computer hardware, software, networks, and information technology systems)?

Yes ☐ No ☐ N/A ☐

If **Yes**, please provide the lease. If **No**, provide an acknowledgment agreeing to a lease extension.

7. If there are any mortgage holders and other lienholders on the building, have they provided a letter (use the **Personalty Letter for Lenders** from the DDC NRP website) stating that the specific Minimally Attached Moveable Property requested herein, will **not be considered part of the Real Property** and will not be subject to such mortgage or lien?

Yes ☐ No ☐ N/A ☐

If **Yes**, please provide such current acknowledgment(s).

If **No**, the City will not provide funding.

8. Are there any loans directly or indirectly financed by HUD? Please note that if HUD has a lien on the Real Property, please submit evidence that HUD's lien will be subordinated to the City's lien on the Minimally Attached Moveable Property (rather than completely excluding the Moveable Property from HUD's lien).

Yes ☐ No ☐ N/A ☐

On behalf of the above-mentioned organization, I hereby affirm that the information and attachments included with this form are accurate and up-to-date.

**SIGNATURE OF FUNDING RECIPIENT'S
DULY AUTHORIZED REPRESENTATIVE:**

By: _____
Name: _____
Title: _____
Date: _____

Note: If your organization has any questions about the completion of this form, please reach out to the DDC project manager assigned to your organization's DDC NRP project.

For the Landlord:

The undersigned are parties to the Lease Agreement dated _____ (the "Lease") by and between _____ (the "Landlord") and _____ (the "Tenant"), for the premises: _____ (the "Premises").

The undersigned agree that the equipment (the "Equipment") funded by the City of New York (the "City"), as specified in an exhibit to the Funding Agreement between the Tenant and the City, attached as Exhibit A hereto, and installed in the Premises, shall be deemed solely items of personalty which may be removed, altered or modified by the Tenant at the expiration or earlier termination of the Lease or at any time as otherwise determined by the Tenant in its sole and absolute discretion. Notwithstanding any provision of the Lease, the Equipment shall remain the property of the Tenant, and shall not be deemed to be so affixed to the Premises as to become the property of the Landlord.

Notwithstanding the Lease, the undersigned agree that the Tenant shall grant the City a first priority security lien on the Equipment.

The undersigned agree that, notwithstanding the Lease and/or any failure of the Tenant to remove the Equipment upon a termination of the Lease term (as set forth in the Lease), the Equipment shall not become the property of the Landlord nor be disposed by the Landlord.

In Witness Whereof, the undersigned does hereby agree this _____ [Date].

[Landlord]

[Tenant]

By: _____
Name:
Title:

By: _____
Name:
Title:

For any Mortgagees/Creditors:

The undersigned is the [Creditor/Mortgagee] to _____ in connection with the premises: _____, and is a party to that Loan Agreement dated _____, by and between _____ (the "Creditor/Mortgagee") and _____ (the "Owner"), for the premises: _____ ("Premises").

The undersigned agrees that the equipment funded by the City of New York (the "City"), as specified in an exhibit to the Funding Agreement between the [Owner/Name of Funding Recipient if other than Owner] and the City, attached as Exhibit A hereto, and installed in the Premises, shall not be (i) deemed a fixture or an item of real property, and (ii) subject to the Creditor/Mortgagee's lien on the Premises; but, rather such equipment shall be deemed solely items of personalty which may be removed by the [Owner/Name of Funding Recipient if other than Owner] in its sole and absolute discretion.

In Witness Whereof, the undersigned does hereby agree this _____ [Date].

[Creditor/Mortgagee]

By: _____
Name:
Title:



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-8000

OFFICE OF HOUSING

Senior VP

New York, NY 10017

Re: Willingness to Enter into a Subordinate Agreement
FHA Projects No. [REDACTED]
NEW YORK CITY GRANT FOR FISCAL YEAR [REDACTED]

Dear [REDACTED]:

This letter is in response to your request dated [REDACTED] on behalf of [REDACTED] that the [REDACTED] at the Department of Housing and Urban Development (HUD) provide a letter stating its willingness to subordinate its lien against specific equipment to be purchased by [REDACTED] with funds to be provided in the form of a grant by the City of New York (CITY). The specific equipment to be acquired is to be comprised of [REDACTED] at expected cost of [REDACTED]

[REDACTED] ("Lender") by letter dated [REDACTED] has granted consent rights with respect to the proposed city grant.

HUD is willing to consent that the equipment as specified in the Equipment funded by the City of New York to the Funding Agreement between [REDACTED] and the City, and installed in the Premises shall not be (i) deemed fixture or an item of real property, and (ii) subject to HUD's lien on the Premises; but rather, such equipment shall be deemed solely items of personalty which may be removed by [REDACTED] in its sole and absolute discretion.

If you have any questions regarding this matter, please contact your [REDACTED] at [REDACTED]

Sincerely,

Director

cc:

www.hud.gov

espanol.hud.gov

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]
Senior VP Financial Operations

Via Email at: [REDACTED]

RE: Proposed Transaction: Exclusion/Subordination of Lien in connection with New York City Grant Funds application for purchase of [REDACTED]
Loan #: [REDACTED]
Borrower Name: [REDACTED] "Borrower")

Dear [REDACTED],

[REDACTED] "Lender") received via email a notification letter on [REDACTED] (attached) advising of the [REDACTED] proposal to purchase and install a new [REDACTED] at the [REDACTED]. The Borrower proposed to apply for New York City Grant Funds ("Grant Funds") for the approximate [REDACTED] cost of the Equipment. It is a requirement of the Grant Funds application process that a secured lender must indicate willingness to waive/subordinate previously filed security interests in Equipment to be purchased with Grant Funds. Further, the City has requested execution of an Exclusion Agreement.

The Borrower notification requests [REDACTED] agreement to waive or exclude from the lien of Lender's HUD-insured mortgage any equipment funded/purchased with Grant Funds. Subject to the terms of the Regulatory Agreement, the Security Agreement permits the exclusion of properties, fixtures, or equipment from the lien of the Security Agreement during the time such items are covered by third party security interests. Once the properties, fixtures, or equipment become vested in the Borrower free of any lease or security agreement of others, the security interest granted by the Security Agreement shall attach to such equipment.

Conditioned upon HUD consent to exclude its lien on the Equipment, [REDACTED] is willing to:

- Waive, Subordinate or Exclude its lien on the Equipment;
- Execute the Exclusion Agreement attached hereto, following the [REDACTED] and City of New York execution of the City's Funding and Security Agreements;
- Agree that the equipment to be funded by the City and located in the premises shall not be: (i) deemed a fixture or an item of real property, and (ii) subject to HUD/[REDACTED] lien on the premises; but rather, such equipment shall be deemed solely items of personalty that may be removed by the [REDACTED] in its sole and absolute discretion pursuant to the terms of the City's Funding and Security Agreements with the [REDACTED].

The Borrower is requested to provide [REDACTED] with documentation of the NYC Grant (if awarded) and Equipment purchase (i.e. NYC Grant Funding Agreement, UCC's, etc.). Additionally, Borrower is reminded that Lender and/or HUD consent may be required should any alterations to the collateral be necessary in connection with installation of the Equipment.

If you need additional information or have questions regarding this matter, please contact me at [REDACTED] or [REDACTED].

Sincerely,

[REDACTED]

[REDACTED]

CC:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]



DASNY

ANDREW M. CUOMO
Governor

ALFONSO L. CARNEY, JR.
Chair

GERRARD P. BUSHELL, Ph.D.
President & CEO

[REDACTED]

[REDACTED]

Re: Mortgage granted in connection with Secured Hospital Revenue Refunding Bonds [REDACTED]
[REDACTED] Series 1998J and Health Facility Restructuring Pool ("HFRP") Loan Mortgages

Dear [REDACTED]

By email dated [REDACTED] requested an indication of the willingness of DASNY to exclude or release from our applicable liens in connection with the above-referenced Mortgages, certain equipment to be acquired by [REDACTED] (the "Hospital") and to be funded with capital grants from the City of New York (the "City"). The equipment to be funded includes: (1) a [REDACTED] grant, (2) a [REDACTED] for approximately [REDACTED] through a City Council ([REDACTED]) grant, (3) [REDACTED] for approximately [REDACTED] through a City Council ([REDACTED]) grant, (4) an [REDACTED] for approximately [REDACTED] through a Brooklyn City Council Delegation grant and (5) an [REDACTED] for [REDACTED] through a Borough President grant (collectively, "the Equipment"). It was indicated that the City has required the Hospital submit a letter indicating DASNY and the [REDACTED] willingness to exclude or release its lien on the Equipment with the submission of its capital grant application(s).

DASNY and the [REDACTED] are willing to exclude or release its liens on the Equipment if and when the Hospital is awarded the applicable capital grants from the City to fund such Equipment.

If you have any questions with regards to this matter, please contact me at [REDACTED].

Sincerely, [REDACTED]

[REDACTED]

Consented to by:

[REDACTED]

CC: [REDACTED]

CORPORATE HEADQUARTERS
515 Broadway
Albany, NY 12207-2964

T 518-257-3000
F 518-257-3100

NEW YORK CITY OFFICE
One Penn Plaza, 52nd Floor
New York, NY 10119-0098

T 212-273-5000
F 212-273-5121

BUFFALO OFFICE
539 Franklin Street
Buffalo, NY 14202-1109

T 716-884-9780
F 716-884-9787

DORMITORY AUTHORITY STATE OF NEW YORK

**WE FINANCE, BUILD AND
DELIVER.**

www.dasny.org

SUBORDINATION AGREEMENT

This **SUBORDINATION AGREEMENT** (the “**Agreement**”) is made as of _____, 201_, by [INSERT NAME OF MORTGAGEE], a [Delaware] Corporation having its office and place of business at [INSERT ADDRESS] and the SECRETARY OF THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT of Washington D.C. (collectively, the “**Federal Secured Parties**”) and THE CITY OF NEW YORK, a New York municipal corporation acting by and under its DEPARTMENT OF DESIGN AND CONSTRUCTION having an office at 30-30 Thomson Avenue, Long Island City, New York 11101.

PRELIMINARY STATEMENT

1. The Federal Secured Parties and [INSERT NAME OF FUNDING RECIPIENT] (“**Debtor**”) entered into a Security Agreement dated as of [_____] (the “**Federal Security Agreement**”) pursuant to which Debtor granted to the Federal Secured Parties a security interest (“**Federal Security Interest**”) in certain collateral (as more fully described in Exhibit A hereto, the “**Federal Collateral**”) as security for certain obligations of Debtor to the Federal Secured Parties more fully described in said Federal Security Agreement.

2. The Federal Secured Parties perfected their Federal Security Interest under Article 9 of the Uniform Commercial Code in New York by filing a Uniform Commercial Code Financing Statement (Form UCC-1) with each of the New York Secretary of State and the Office of the City Register for [_____] County (the “**Federal UCC-1s**”).

3. Debtor has applied to the City of New York (“**City**”) for City Capital funds (“**Funding**”) to reimburse Debtor for costs and expenses incurred by Debtor for the acquisition of certain items of machinery and equipment that Debtor will use in connection with the operation of [INSERT NAME OF FUNDING RECIPIENT] (as more fully described in Exhibit B hereto, the “**City Collateral**”).

4. The Federal Collateral includes a broad scope of the Debtor’s assets, including, without limitation, certain assets of the Debtor “now owned or hereafter from time to time acquired,” and, by definition, the Federal Collateral comprises the assets of the Debtor that constitute the City Collateral.

5. It is a condition of the Funding that, among other things, Debtor dedicate the City Collateral to a bona fide City purpose determined by the City and that Debtor execute and deliver to the City a Security Agreement (“**City Security Agreement**”) granting the City a first priority security interest in the City Collateral (“**City Security Interest**”) as security for the obligations of Debtor to the City in connection with the Funding.

6. The City intends to perfect its City Security Interest in the City Collateral under Article 9 of the Uniform Commercial Code in New York by filing a Uniform Commercial Code Financing Statement (Form UCC-1) with each of the New York Secretary of State and the Office of the City Register for [_____] County (the “**City UCC-1s**”).

7. It is also a condition of the Funding that the Federal Secured Parties subordinate their Federal Security Interest in the City Collateral to the City Security Interest.

8. To facilitate the grant of the Funding by the City to Debtor, the Federal Secured Parties are willing to subordinate the Federal Security Interest in the City Collateral to the City pursuant to this Agreement.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Federal Secured Parties agree as follows:

1. The Federal Security Interest in those items of the City Collateral shall be subject and subordinate to City Security Interest in the City Collateral irrespective of the order in which the Federal Security Agreement and the City Security Agreement may have been executed and delivered by the Debtor, the Federal Security Interest and the City Security Interest may have been granted by the Debtor, and the Federal UCC-1s and the City UCC-1s may have been filed with the New York Secretary of State and the Office of the City Register for [] County.

2. The Federal Secured Parties agree that the City Security Interest shall have the same validity, priority, and effect as if Debtor had executed and delivered the City Security Agreement, granted the City Security Interest to the City and filed or caused to be filed the City UCC-1s with the New York Secretary of State and the Office of the City Register for [] County prior to the date that Debtor executed and delivered the Federal Security Agreement, granted the Federal Security Interest to the Federal Parties and filed or caused to be filed the Federal UCC-1s with the New York Secretary of State and the Office of the City Register for [] County.

3. The Federal Secured Parties acknowledge that the City is relying on this instrument in its determination to make the Funding available to Debtor.

4. The City understands and agrees that nothing in this instrument shall in any way alter, change, or modify the terms and conditions of the Federal Security Agreement, or in any way release or affect the attachment, validity, perfection, or priority of the Federal Security Interest, except with respect to the City Security Interest as provided herein.

5. The terms, covenants, and agreements of this Agreement shall inure to the benefit of the City and its successors, assigns and transferees and shall be binding upon the Federal Secured Parties and their respective successors, assigns and transferees.

[INSERT NAME[S] OF MORTGAGEE[S]]

U.S. DEPARTMENT OF HOUSING AND
URBAN DEVELOPMENT

By: _____
Name:
Title:

By: _____
Name:
Title:

STATE OF _____)
: SS.:
COUNTY OF _____)

On this _____ day of _____, 20__, before me, a Notary Public,
personally appeared _____, to me personally known to be the _____,
and who being by me duly sworn, subscribed their name to the foregoing instrument as an officer
of said corporation and acknowledged the execution of such instrument as the voluntary act and
deed of said corporation.

Notary Public

My Commission Expires: _____

STATE OF _____)
: SS.:
COUNTY OF _____)

On this _____ day of _____, 20__, before me, a Notary Public,
personally appeared _____, to me personally known to be the _____,
and who being by me duly sworn, subscribed their name to the foregoing instrument as an officer
of said corporation and acknowledged the execution of such instrument as the voluntary act and
deed of said corporation.

Notary Public

My Commission Expires: _____

EXHIBIT A

FEDERAL COLLATERAL

(SEPARATE ATTACHMENT)

[All building materials, equipment, furniture, furnishings, accounts receivable or other property installed or to be installed or used in and about the building or buildings now erected or hereafter to be erected upon the lands secured by the FHA Mortgage from Debtor to Secured party dated as of [] herewith situated in the Borough of [], County of [] and State of New York, being FHA Project No. [] (the "Project") which are necessary to complete the comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, including, but not limited to, all gas and electric appliances and fixtures; all engines, motors, dynamos, elevators, and machinery; all boilers, radiators, heaters, furnaces, stoves, heating equipment; all stoves, ranges, and cooking equipment; all bathtubs, sinks, basins, pipes, hot-water boilers, faucets, and other plumbing fixtures; all mantels; cabinets; all washing machines, laundry tubs, and ironers; all lighting, air-conditioning and ventilating equipment; all awnings, shades, screens and venetian blinds; and all incinerating equipment, together with appurtenances thereto; all equipment used in the diagnosis and treatment of patients; and all building material and equipment now or hereafter delivered to the premises and intended to be installed therein, such goods, equipment, chattels and personal property as are commonly used in the fully furnishing of and the equipping of a hospital, whether personal property, inventory or fixtures, whether now owned or hereafter from time to time acquired by the Debtor, together with all substitutions, replacements, additions, attachments, accessories, accretions, their component parts thereto or thereof, all other items of like property installed or to be installed or used therein and any and all proceeds thereof whether now in existence or hereafter arising.

EXCEPTING AND EXCLUDING THEREFROM any property or fixtures as described above which are now subject to security interests, but only so long as such security interests remain outstanding, and further excepting any personal property or fixtures now or hereafter held or used by Debtor as lessee, but only so long as the Debtor is the lessee, and further excepting and excluding, any property as described above acquired or to be acquired by Debtor, other than items in replacement of those covered by the Security Agreement of which this Schedule is a part, during the time when said items are covered by purchase money security interests in third parties as evidenced by the filing of Uniform Commercial Code Financing Statements in the appropriate filing offices.

Nothing in this Schedule "A" shall relieve Debtor of its obligations under the Regulatory Agreement between Debtor and the Secretary of Housing and Urban Development as the same may be amended from time to time.]

EXHIBIT B

CITY COLLATERAL

(SEPARATE ATTACHMENT)



The City of New York
Office of Management and Budget
255 Greenwich Street - New York, New York 10007
Telephone: (212) 788-5894 | Fax: (212) 788-6301

Record Number: [REDACTED]
Certificate Number: [REDACTED]
Capital Project: [REDACTED]

[REDACTED]
Hon. [REDACTED] Commissioner, [REDACTED]
Hon. Lorraine Grillo, Commissioner, Department of Design and Construction
Hon. Scott Stringer, Comptroller, City of New York

Section 219 of the New York City Charter and directives of the Mayor authorized there under require that prior to the initiation of design or advancement of any Capital Project, a scope defining services to be incorporated in contracts for the services of architects, engineers, landscape architects, etc., or for departmental employees and amounts for structures, works, furnishings and equipment, program of requirements and scope or range of operations shall be submitted for approval of the Director of Management and Budget or his duly authorized representative. Initially, preliminary scope approval and subsequently final scope approval incorporating preliminary plans and cost limitations shall be submitted for approval of the Director of Management and Budget or his duly authorized representative. In addition, the final design incorporating final contract documents must also be submitted for approval of the Director of Management and Budget or his duly authorized representative. Your request for approval pursuant to the above is approved as follows:

DESCRIPTION OF APPROVAL HEREBY GRANTED

[REDACTED]
A Certificate to Proceed with a cost limitation of \$ [REDACTED] for the purchase of [REDACTED]
[REDACTED] The project is funded in the Capital Commitment Plan under budget line [REDACTED] and
Project ID [REDACTED]

Approved, [REDACTED]

PHASE 2: REGISTRATION

Once OMB approves the funding and security agreements, DDC's attorney will provide the FR with the agreements and the *Registration Checklist*. The FR will notarize and sign the agreements and provide the other applicable *Registration Checklist* documentation to DDC's PM. Once all necessary documents have been received, DDC's PM and DDC's Agency Chief Contracting Officer ("ACCO") Unit will begin the Comptroller's registration process.

Please see the following pages for the *Registration Checklist* and related attachments.

REGISTRATION CHECKLIST:

Funding Recipient:
(Insert Full Corporate Name)

Note: These documents must be **emailed** directly to the **DDC Project Manager** handling your organization's project. Please include this checklist as a cover sheet with all of the below-requested documents included as attachments (incomplete submissions will not be accepted). DDC cannot register your project with the New York City Comptroller's Office without these submissions. Payments cannot be made prior to registration.

☐ Fully Executed Funding Agreement

- The DDC Attorney assigned to your project will email your organization PDF copies of the necessary agreements. Please print, sign, and scan the pages that require a notarized signature for each legal document by your organization's duly authorized representative.
- Please also ensure to provide the following Exhibits within the Funding Agreement:

☐ Opinion of Counsel Letter

- Please note that this letter MAY NOT BE MODIFIED. For a Word version of this document, please see the City's template letter under the "Legal Documents" section available at <https://www1.nyc.gov/site/ddc/contracts/not-for-profit-forms.page>
- This letter must be placed on your counsel's letterhead.
- The agreement dates referenced in the letter should refer to the date when DDC's Commissioner signs off on the agreements. [NOTE: The DDC attorney assigned to your project will include this date, once the agreements are executed by the agency. (However, if your counsel requires a date, then your organization may refer to the date when your duly authorized representative executed the agreements.)]
- Please include the signed letter as an exhibit within the Funding Agreement where indicated.

☐ Tax Affirmation Form

- Please include a fully completed copy as an exhibit within the Funding Agreement where indicated.

☐ Certificates of Insurance

- The provided checklist outlines the required insurance documents such as Workers Compensation, Disability Coverage, Commercial General Liability, & Certification by Insurance Broker or Agent. Please see the checklist for further instructions.
- Please see Exhibit B of the Funding Agreement for further information about the required policies and details.
- City must be listed as: The City of New York Department of Design and Construction, in the Certificate Holder box on all insurance documents.
- "The City of New York, together with its officials and employees, are listed as additional insured on a primary and non-contributory basis" must be entered in the Description of Operations box in the Commercial General Liability Certificate.

☐ Procurement and Sourcing Solutions Portal (PASSPort) Certification of No Change

- All non-profit organizations must set up a PASSPort account. To create an account and learn more information about PASSPort, visit the Mayor's Office of Contract Services at: <https://www1.nyc.gov/site/mocs/systems/about-go-to-passport.page>
- The DDC Contracts unit will request a Certification of No Change from your organization, once they receive the registration package. This notification is sent via e-mail, as well as a task in PASSPort. The certification is accessed via the Open Workflow Tasks window on the PASSPort homepage. Approval of this certification is acknowledgement that your organization's information on file is current and no changes need to be made.

☐ Doing Business Data Form

- Please see the City's template Doing Business Data Form online at the Mayor's Office of Contract Services site at: <https://www1.nyc.gov/site/mocs/legal-forms/doing-business-accountability-forms.page>.
- If an organization submitted a Doing Business Data Form to the City for a prior award and there have been no changes to the key personnel since the last time the form was filed, then they will note that in the form, where indicated, and skip to the signature block.
- The form's signature date is valid for three (3) months.

☐ Division of Labor Services ("DLS") Employment Report & Certification (if applicable)

- Please see DLS' website at: <https://www1.nyc.gov/site/sbs/businesses/contract-compliance.page>, and go to the "Supply and Services Contractors" section. Specific forms must be submitted to DLS for contracts over \$100K, depending on whether your non-profit organization has more or less than 50 employees. If your organization has never filed with DLS, then your organization must complete and submit to DLS, the entire employment report and provide the required supporting documentation. However, if your organization has previously submitted the necessary DLS form and received the DLS Certification (within the last three years), then your organization only needs to complete the General Information and Part I of the report, and provide the prior DLS Certification, to receive the continued approval from SBS.
- The DLS Employment Report and supporting documentation must be uploaded to the Equal Employment Opportunity section in PASSPort and copies are emailed to the DDC Project Manager. The Project Manager will forward the documentation to the Department of Small Business Services (SBS) for approval.
- SBS will issue a Certificate of Approval (valid for 3 years) or Conditional Approval (valid for 3 months). If your organization receives the latter, then you must take the necessary actions as stated in the certificate, in order to comply with The City's nondiscriminatory hiring and employment practices.

☐ Clearance of Environmental Control Board (ECB) Violations (if applicable)

- If your organization has outstanding ECB violations, go to <https://a8336-citypay.nyc.gov/citypay/ecb> to view and pay each violation.
- Violations must be cleared prior to registration of the funding agreement, with proof of payment provided from the NYC Department of Finance.

INSURANCE RESPONSIVENESS CHECKLIST

Funding Recipient:
(Insert full corporate name)

Note: These documents must be sent directly to the DDC Project Manager handling your organization's project. Please include this checklist as a cover sheet with all of the below-requested documents included as attachments (incomplete submissions will not be accepted). DDC cannot register your project with the New York City Comptroller's Office without these submissions. Payments cannot be made prior to registration.

Certificate Holder:

City of New York, Department of Design and Construction
30-30 Thomson Avenue,
Long Island City, NY 11101

Insurance Type	Required Form	Contract Specific Instructions
Workers Compensation and Employer's Liability	<input type="checkbox"/> Must be provided on C-105.2 or U.26 FORMS. (see attached samples)	<input type="checkbox"/> Include NAIC# of Insurer next to Name of Insurer in box 3a of C-105.2.
Disability Coverage	<input type="checkbox"/> Must be provided on DBL-120.1 FORM. (see attached sample).	<input type="checkbox"/> Include NAIC# of Insurer next to Name of Insurer in box 3a.
Commercial General Liability	<input type="checkbox"/> On Acord 25	<input type="checkbox"/> Include NAIC# for Insurers listed. <input type="checkbox"/> Description box must list as additional insured for Commercial General Liability the "City of New York, together with its officials and employees, on a primary and non-contributory basis". <input type="checkbox"/> Description box must state that <u>Commercial General Liability is as broad as the (Insert applicable Additional Insured form): ISO CG0001 or CG2010 or CG2026 or CG2037 or brokers equivalent.</u> <input type="checkbox"/> Description box must include the following: "Project: [FMS ID], [Description of Project]"
ISO	FORM CG 00 01, CG 20 10, CG 20 26, CG 20 37 <u>OR</u> <u>EQUIVALENT</u>	<input type="checkbox"/> Included with insurance package.
<input type="checkbox"/> 2018 Certification by Insurance Broker or Agent		
<input type="checkbox"/> Commercial General Liability should be accompanied by a completed "Certification by Insurance Broker or Agent" Form. A copy of this form is attached. <input type="checkbox"/> This form should be notarized with the same or later date as the Certificate of Insurance issued date.		

Additional Notes on Registration & Insurance Checklists

1. The **Opinion of Counsel** cannot be completed by an attorney who is a member of your organization's Board of Directors.
2. The attachments provided within **Funding Agreement** Schedules I through VIII are applicable during the reimbursement phase and the performance period of the funding agreement, which takes place after reimbursement is issued, thus are not to be filled out at this time.
3. If an **Insurance Certificate** is near expiration, hold off on submitting it to DDC, until you receive a renewed policy.
4. The **PASSPort Certification of No Change** replaced the Vendor Information Exchange (VENDEX) paper form. This certification is completed once you receive notification from DDC.
5. In the **Doing Business Data Form**, only enter the information for your organization's principal officers if you are completing the form for the first time, or if there were changes to these positions since the last time the form was filed.
6. Your HR Department will assist in completion of the **DLS Employment Report** and submission of supporting documentation. The supporting documentation should be sent in separate files, with each one clearly identifying the name of the item in the file name, to include the question number it applies to on the report.
7. DDC may provide your organization with a list of **ECB Violations**. To avoid additional fees or violations that may show up in a future report, pay any outstanding violations as soon as possible, with the appropriate proof of payment from the **NYC Department of Finance**.

**NYC TEMPLATE OPINION OF COUNSEL LETTER FOR
EQUIPMENT AND/OR VEHICLE PROJECTS**

[The Opinion of Counsel letter must be on the attorney's letterhead.]

, 20__

The City of New York
Department of Design and Construction
30-30 Thomson Avenue
Long Island City, New York 11101-4132

Re: Funding Agreement (the "**Funding Agreement**") dated as of _____
____, 20__ between The City of New York (the "**City**") and
_____ ("**Funding Recipient**") and Security
Agreement ("**Security Agreement**") dated as of _____, 20__, by
Funding Recipient in favor of the City of New York ("**City**")

Ladies and Gentlemen:

We have acted as counsel for Funding Recipient, a New York not-for-profit corporation, in connection with the execution and delivery of the Funding Agreement and the Security Agreement and related agreements and transactions and, in so acting, we have been asked to render this opinion. Defined terms utilized and not otherwise defined herein shall have the meaning assigned to such terms in the Funding Agreement and Security Agreement.

In delivering this opinion, we have examined the organizational documents of Funding Recipient, including, but not limited to, Funding Recipient's certificate of incorporation and by-laws, a certificate of good standing issued by the Secretary of State of the State of New York, as well as resolutions of the Board of Directors of Funding Recipient authorizing the execution and delivery of the Funding Agreement and the Security Agreement by Funding Recipient and the performance by Funding Recipient of its obligations under each thereof. In addition, we have examined such other certificates of public officials, such other documents and matters of law as we have deemed necessary under the circumstances. In such examination, we have assumed the genuineness of all signatures by persons other than representatives of Funding Recipient on original documents and the conformity to original and certified documents of all copies submitted to us as conformed or purporting to be photostatic or telecopied copies. On the basis of the foregoing examination and assumptions and in reliance thereon, we are of the opinion that, as of this date:

1. Funding Recipient is duly formed and validly existing as a not-for-profit corporation under the laws of the State of New York and is duly qualified to conduct business in the State of New York.
2. Funding Recipient has the power and authority to execute and deliver the Funding Agreement and the Security Agreement and the related documents and to perform and do all acts to be performed by it under each thereof.

3. The execution and delivery of the Funding Agreement and the Security Agreement and the related documents have been duly authorized by all necessary corporate action on the part of Funding Recipient and do not and will not: (a) contravene the certificate of incorporation or by-laws of Funding Recipient; (b) violate any provision of, or require any filing, registration, consent or approval under, any law, rule, regulation, order, writ, judgment, injunction, decree, determination or award presently in effect having applicability to Funding Recipient, except such filings, registrations, consents and approvals as have been made and/or secured by Funding Recipient and are in effect on the date of this Agreement or (c) cause Funding Recipient to be in violation of any law, rule, regulation, order, writ, judgment, injunction, decree, determination or award.
4. The Agreement and the Security Agreement and the related documents constitute legal, valid and binding obligations of Funding Recipient enforceable against Funding Recipient in accordance with their respective terms.

The foregoing opinions are subject to the following qualifications:

- (a) No person or entity other than the City and its successors or their counsel may rely or claim reliance on the opinions expressed herein.
- (b) The rights and remedies set forth in the Agreement and the related documents may be limited by bankruptcy, reorganization, insolvency, fraudulent conveyance, moratorium and other laws of general application and equitable principles relating to or affecting the enforcement of creditors' rights.
- (c) Certain remedies under the Agreement and the related documents may require enforcement by a court of equity and such enforcement is subject to principles of equity as courts having jurisdiction may impose, including, by way of example, but not by way of limitation, the right of a court of equity to refuse to specifically enforce obligations of Funding Recipient and/or grant equitable relief to the City.
- (d) We are licensed to practice law in the State of New York and our opinion is therefore limited to the laws of the State of New York and the federal laws of the United States.
- (e) The effect of laws hereinafter passed or court decrees hereinafter issued may limit or render unenforceable certain of your rights and remedies.

We assume no obligation to update or supplement this opinion to reflect any changes in any laws or court decisions which may hereafter occur. We do not render any opinion with respect to any matter other than those expressly set forth above.

Very truly yours,

TAX AFFIRMATION

Bidder affirms that is not in arrears to the City of New York upon debt or contract, or taxes, and is not a defaulter as surety or otherwise, upon obligation to the City of New York upon obligation to the City of New York, and has not been declared not responsible, or disqualified, by any agency of the City of New York or State of New York, nor is there any proceeding pending relating to the responsibility or qualification or the Bidder to receive public contracts.

SIGNATURE OF INSTITUTION/VENDOR

Full Name (Company)

Address

EIN

By: _____
Signature Title

Subscribed and sworn to before me

This ____ day of _____ 20__

Notary Public

Commission Expires: _____ 20__



Doing Business Data Form

To be completed by the City agency prior to distribution		Agency _____	Transaction ID _____
Check One	Transaction Type (check one)		
<input type="checkbox"/> Proposal <input type="checkbox"/> Award	<input type="checkbox"/> Concession <input type="checkbox"/> Economic Development Agreement <input type="checkbox"/> Franchise <input type="checkbox"/> Grant <input type="checkbox"/> Pension Investment Contract <input type="checkbox"/> Contract		

Any entity receiving, applying for or proposing on an award or agreement must complete a Doing Business Data Form (see Q&A sheet for more information). Please either type responses directly into this fillable form or print answers by hand in black ink, and be sure to fill out the certification box on the last page. **Submission of a complete and accurate form is required for a proposal to be considered responsive or for any entity to receive an award or enter into an agreement.**

This Data Form requires information to be provided on principal officers, owners and senior managers. The name, employer and title of each person identified on the Data Form will be included in a public database of people who do business with the City of New York, as will the organizations that own 10% or more of the entity. No other information reported on this form will be disclosed to the public. **This Data Form is not related to the City's PASSPort registration or VENDEX requirements.**

Please return the completed Data Form to the City office that supplied it. Please contact the Doing Business Accountability Project at DoingBusiness@mocs.nyc.gov or 212-788-8104 with any questions regarding this Data Form. Thank you for your cooperation.

If you are completing this form by hand, please print clearly.

Entity Information

Entity EIN/TIN _____ Entity Name _____

Filing Status <i>NEW: Data Forms submitted now must include the listing of organizations, as well as individuals, with 10% or more ownership of the entity. Until such certification of ownership is submitted through a change, new or update form, a no change form will not be accepted.</i>	(Select One) <input type="checkbox"/> Entity has never completed a Doing Business Data Form. Fill out the entire form. <input type="checkbox"/> Change from previous Data Form dated _____. Fill out only those sections that have changed, and indicate the name of the persons who no longer hold positions with the entity. <input type="checkbox"/> No Change from previous Data Form dated _____. Skip to the bottom of the last page.
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Entity is a Non-Profit ☐ Yes ☐ No

Entity Type ☐ Corporation (any type) ☐ Joint Venture ☐ LLC ☐ Partnership (any type) ☐ Sole Proprietor ☐ Other (specify) _____

Address _____

City _____ State _____ Zip _____

Phone _____ E-mail _____

Provide your e-mail address in order to receive notices regarding this form by e-mail.

Principal Officers

Please fill in the required identification information for each officer listed below. If the entity has no such officer or its equivalent, please check "This position does not exist." If the entity is filing a Change Form and the person listed is replacing someone who was previously disclosed, please check "This person replaced..." and fill in the name of the person being replaced so his/her name can be removed from the *Doing Business Database*, and indicate the date that the change became effective.

Chief Executive Officer (CEO) or equivalent officer ☐ This position does not exist
The highest ranking officer or manager, such as the President, Executive Director, Sole Proprietor or Chairperson of the Board.

First Name _____ MI _____ Last _____ Birth Date (mm/dd/yy) _____

Office Title _____ Employer (if not employed by entity) _____

Home Address _____

☐ This person replaced former CEO _____ on date _____

Chief Financial Officer (CFO) or equivalent officer ☐ This position does not exist
The highest ranking financial officer, such as the Treasurer, Comptroller, Financial Director or VP for Finance.

First Name _____ MI _____ Last _____ Birth Date (mm/dd/yy) _____

Office Title _____ Employer (if not employed by entity) _____

Home Address _____

☐ This person replaced former CFO _____ on date _____

Chief Operating Officer (COO) or equivalent officer ☐ This position does not exist
The highest ranking operational officer, such as the Chief Planning Officer, Director of Operations or VP for Operations.

First Name _____ MI _____ Last _____ Birth Date (mm/dd/yy) _____

Office Title _____ Employer (if not employed by entity) _____

Home Address _____

☐ This person replaced former COO _____ on date _____

1/2018 *For information or assistance, please contact the Doing Business Accountability Project at DoingBusiness@mocs.nyc.gov or 212-788-8104.*

Principal Owners

Please fill in the required identification information for all individuals or organizations that, through stock shares, partnership agreements or other means, **own or control 10% or more of the entity**. If no individual or organization owners exist, please check the appropriate box to indicate why and skip to the **Senior Managers** section. If the entity is owned by other companies that control 10% or more of the entity, those companies must be listed. If an owner was identified on the previous page, fill in his/her name and write "See above." If the entity is filing a Change Form, list any individuals or organizations that are no longer owners at the bottom of this section. If more space is needed, attach additional pages labeled "Additional Owners."

There are no owners listed because (select one):

☐ The entity is not-for-profit ☐ The entity is an individual ☐ No individual or organization owns 10% or more of the entity

Other (explain) _____

Individual Owners (who own or control 10% or more of the entity)

First Name _____ MI _____ Last _____ Birth Date (mm/dd/yy) _____

Office Title _____ Employer (if not employed by entity) _____

Home Address _____

First Name _____ MI _____ Last _____ Birth Date (mm/dd/yy) _____

Office Title _____ Employer (if not employed by entity) _____

Home Address _____

Organization Owners (that own or control 10% or more of the entity)

Organization Name _____

Organization Name _____

Organization Name _____

Remove the following previously-reported Principal Owners

Name _____ Removal Date _____

Name _____ Removal Date _____

Name _____ Removal Date _____

Senior Managers

Please fill in the required identification information for all senior managers who oversee any of the entity's relevant transactions with the City (e.g., contract managers if this form is for a contract award/proposal, grant managers if for a grant, etc.). Senior managers include anyone who, either by title or duties, has substantial discretion and high-level oversight regarding the solicitation, letting or administration of any transaction with the City. At least one senior manager must be listed, or the Data Form will be considered incomplete. If a senior manager has been identified on a previous page, fill in his/her name and write "See above." If the entity is filing a Change Form, list individuals who are no longer senior managers at the bottom of this section. If more space is needed, attach additional pages labeled "Additional Senior Managers."

Senior Managers

First Name _____ MI _____ Last _____ Birth Date (mm/dd/yy) _____

Office Title _____ Employer (if not employed by entity) _____

Home Address _____

First Name _____ MI _____ Last _____ Birth Date (mm/dd/yy) _____

Office Title _____ Employer (if not employed by entity) _____

Home Address _____

First Name _____ MI _____ Last _____ Birth Date (mm/dd/yy) _____

Office Title _____ Employer (if not employed by entity) _____

Home Address _____

Remove the following previously-reported Senior Managers

Name _____ removal date _____

Name _____ removal date _____

Certification

I certify that the information submitted on these two pages and _____ additional pages is accurate and complete. I understand that willful or fraudulent submission of a materially false statement may result in the entity being found non-responsible and therefore denied future City awards.

Name _____ Title _____

Entity Name _____ Work Phone # _____

Signature _____ Date _____

Please return this form to the City agency that supplied it to you, not to the Doing Business Accountability Project.

Standard Form

The City of New York Department of Small Business Services
Division of Labor Services Contract Compliance Unit
110 William Street, New York, New York 10038
Phone: (212) 513-6323
Fax: (212) 618-8879

**SUPPLY AND SERVICES EMPLOYMENT REPORT
INSTRUCTIONS**

WHO MUST FILE A SUPPLY AND SERVICES EMPLOYMENT REPORT

An S&S Employment Report (ER) must be filed if you meet the following conditions:

CONTRACTOR	CONTRACT VALUE	COMPANY SIZE	SUBMISSION REQUIREMENT
• Prime and subcontractors	\$100,000 or greater	50 or more employees	S&S Employment Report
		Less than 50 employees	Less than 50 Employees Certificate

- A separate ER must be submitted for each facility involved in the performance of the contract. This may be headquarters or any "independently operating facility".

An "**independently operating facility**" is headquarters or a site separate from headquarters that makes its own personnel decisions including hires, transfers, promotions and terminations. If the staff employed by a facility is simply sent to a separate location to perform their work, they are still considered part of that facility and are included in one ER.

Example for which ERs must be filed from separate facilities: If your firm is supplying data processing equipment that is manufactured at your Chicago, Illinois plant, sold by your sales office in East Orange, New Jersey and serviced by your maintenance center in New York City, then an ER is necessary for each of the three sites. DLS retains the right to request the submission of an ER from headquarters, if deemed appropriate.

- If your contract value exceeds \$100,000 and your company at all of its facilities employs fewer than 50 employees, you need only submit a "Less than 50 Employees" Certificate.
- It is the responsibility of the contractor to promptly inform all proposed subcontractors that each subcontract must comply with the equal employment opportunity requirements of E.O. 50 and the implementing Rules. Each covered subcontractor must submit a completed Employment Report, or a "Less than 50" Certificate, for each of its operating facilities to the contracting agency before the fifth day following the award date (Comptroller's Office Registration Date) of the contract. DLS will review the subcontractor's Employment Report(s) for compliance.

DLS' REVIEW PROCESS

In accordance with Executive Order 50 (EO 50), upon receipt by DLS of a completed ER, DLS conducts a review of the contractor's current employment policies, practices and procedures, as well as perform a statistical analysis of the contractor's workforce, if necessary. The process is as follows:

1. Within five (5) business days, DLS will review the ER for completeness and accuracy. If any information is omitted or incorrect, or if necessary documents are not submitted, the submission shall be deemed incomplete and DLS will inform the contractor. The substantive compliance review does not commence until the submission is complete. **An incomplete submission will delay the review process and may preclude or interrupt the contract approval.**
2. If the ER submission is complete, the compliance review will proceed, resulting in one of the following:

Certificate of Approval

The contractor is found to be in compliance with all applicable laws and regulations. The approval is valid for 36 months.

Continued Approval Certificate

The contractor has been issued a Certificate of Approval in the previous 36 months which is good for the applicable contract.

An Administrative Certificate of Approval

Issued when the contractor has been audited by the United States Department of Labor, Office of Federal Contract Compliance Programs (OFCCP) and is valid for 36 months.

Conditional Certificate of Approval

The contractor is required to take corrective actions in order to be in compliance with EO 50. The contractor must meet the conditions within three months of the issue of the Conditional Certificate.

Determination of Nonperformance

The contractor has failed to take the required corrective actions stipulated in the Conditional Certificate. A determination of nonperformance may prevent a contractor from receiving an award of a contract.

Please go to the website below for further information on the Service & Supply Employment Reports

<https://www1.nyc.gov/site/sbs/businesses/contract-compliance.page>

PHASE 3: LIEN CLEARANCE REQUIREMENTS

Once the agreements have been registered and all of the items listed in the budget have been purchased, the FR will be required to perfect the City's security interests in the City-funded equipment, as defined by Article 9 of the Uniform Commercial Code.

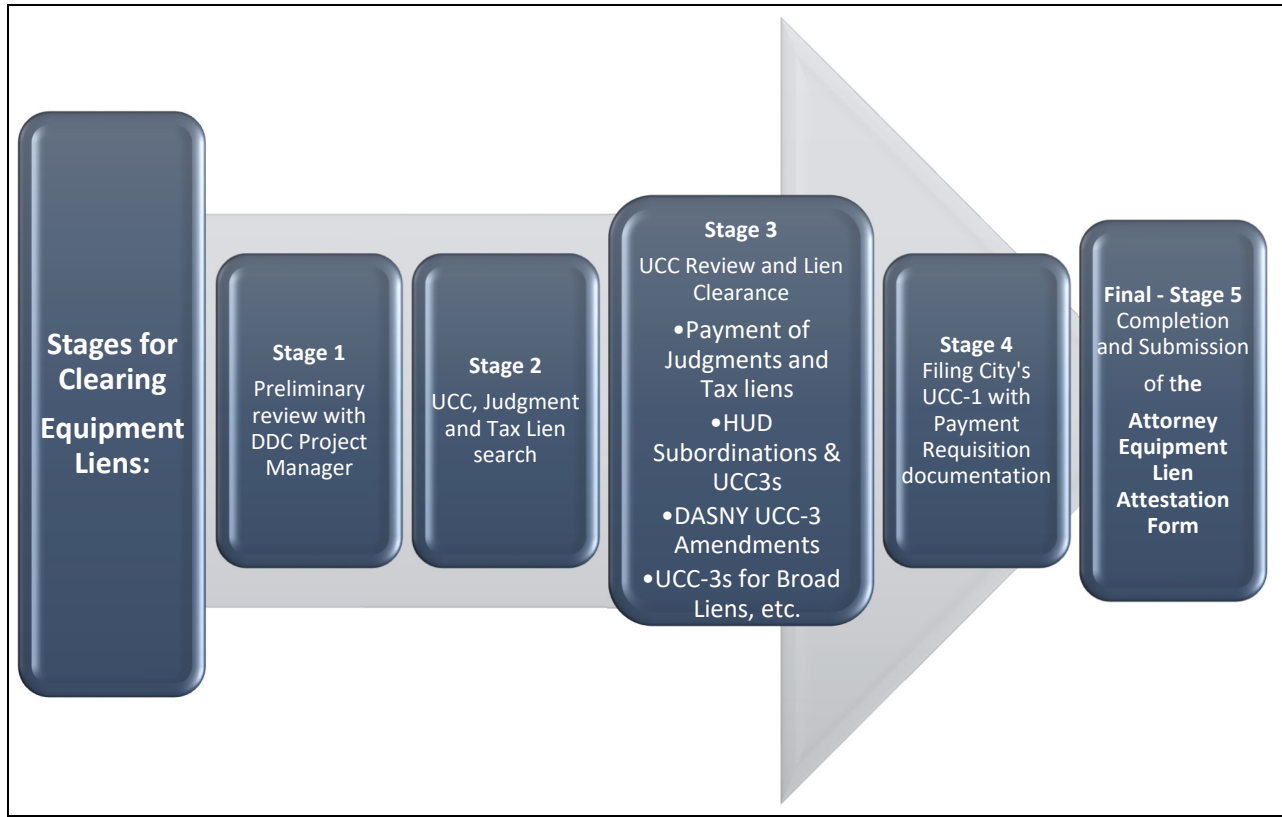
Please refer to the UCC Guidelines in the following pages for detailed instructions.

EQUIPMENT LIEN CLEARANCE GUIDELINES FOR SECURING THE CITY’S FINANCIAL INTEREST IN DISCRETIONARY FUNDED EQUIPMENT PURCHASES PURSUANT TO THE CITY’S FUNDING / SECURITY AGREEMENTS AND ARTICLE 9 OF THE UNIFORM COMMERCIAL CODE (“UCC”) (THE “UCC GUIDELINES”)

The City’s template Funding and Security Agreements for the reimbursement of capitally eligible equipment purchases require Funding Recipients that receive discretionary City funding for such projects from elected officials to secure the City’s financial interests in the City-funded equipment before the City may make any reimbursements on a project.¹

This legal process requires the Funding Recipient’s attorney to take certain steps to ensure the perfection of the City’s security interest in the City-funded equipment, as defined by Article 9 of the UCC. The City’s requirements for this purpose are delineated in these UCC Guidelines. Basic background information regarding the UCC and secured transactions can be found in Attachment 1 of the UCC Guidelines.

Overview of the Lien Review & UCC Process for DDC Discretionary Funded Equipment Projects:



¹ Capitalized terms included in the UCC Guidelines are defined in the City’s Funding and Security Agreement.

Legal Requirements

To comply with the City's legal requirements, as delineated in the City's Funding and Security Agreements, DDC requires the following steps before the City may make any payments on a discretionary funded equipment project:

STAGE 1: PROVIDE ADVANCE NOTICE TO DDC PROJECT MANAGER REGARDING SPECIAL CIRCUMSTANCES:

Prior to commencing the equipment UCC / Lien review process, **the Funding Recipient and its attorney must determine whether there are any issues that may require additional review and/or attention by the City.**

Please immediately advise your DDC Project Manager if the equipment reimbursement project includes or may include any of the following three (3) preliminary items of concern:

1. Fixtures:

Fixtures are not capitally eligible for reimbursement as items of equipment. A "fixture" consists of a piece of equipment that is attached to real property and cannot be removed without causing a non-negligible amount of damage to the property.

- (a) **If it is unclear whether an item of equipment falls under the category of a "fixture,"** then the City will need to review the details of such equipment item(s) to determine whether such an item(s) will be eligible for City reimbursement.
- (b) **If "fixture-like" equipment are included in a project's budget,** then please let your DDC Project manager know from the onset, because the City will need more information in order to make a determination on the matter.

If the City concludes that the "fixture-like" equipment in question does not actually consist of a fixture, then the Funding Recipient and its attorney will need to inform DDC's Project Manager at the onset of an equipment project about any and all applicable landlord(s) and/or mortgagee(s) that may have a legal interest in the specific property where the "fixture-like" City-funded equipment will be located.

- **This information must be determined based on:** 1) the legal entity that owns the property where the "fixture-like" City-funded equipment will be located (e.g., if the Funding Recipient leases the property where the "fixture-like" equipment will be located, then the lessor's information will be relevant); and/or 2) whether there are any mortgages for that particular property on file with the Office of the New York City Register in the County where the property is located.
- **The Funding Recipient and its attorney will need to provide DDC's Project Manager with two (2) submissions when a project involves "fixture-like" equipment:**
 - (1) **A listing of any and all applicable landlord(s) or mortgagee(s)** that may have a legal interest in the specific property where the "fixture-like" equipment will be located. This information will be necessary for a required attachment that will be included

in the Funding Recipient's Funding Agreement with the City for the City-funded equipment project.

- (2) **"Personalty Agreement letter" (i.e., a Non-Fixture Agreement Letter)** to ensure that the applicable landlord(s) and/or mortgagee(s) also agree, in writing, with the City's determination that the City-funded "fixture-like" equipment do not actually consist of fixtures.

The City's template letters for such matters can be found in the exhibit section of the City's Capital Funding Application, and consist of the following:

- (i) Exhibit 6A Form – Landlord Letter regarding Attached Moveable Property; and/or
- (ii) Exhibit 6B Form – Mortgagee or Creditor Letter regarding Attached Moveable Property.

2. Complex Lien(s):

Additional documentation may be required for Liens that relate to loan arrangements with:

- (a) **Private lender loans insured by the U.S. Department of Housing and Urban Development ("HUD"); or**
- (b) **Liens based on financing arrangements with the Dormitory Authority of the State of New York ("DASNY").**

If your organization has any such Liens on file with the New York State Department of State ("NYSDOS"), then please refer to Stage 3 of these UCC Guidelines for the next steps necessary.

3. Vehicle Reimbursement Projects and Vehicle-related Equipment / Attachment(s):

The UCC (and these UCC Guidelines) do not apply to vehicle reimbursement projects. However, if your organization seeks reimbursement for both vehicle(s) and *unattached* equipment to be included within the City-funded vehicle(s), then these UCC Guidelines may apply to the equipment portion of the project.

- (a) If, however, your organization has a vehicle reimbursement project that will include will certain items of equipment that will be *permanently attached to the City-funded vehicle(s)*, please let DDC's Project Manager know, and the City will advise whether a UCC lien will be necessary.

STAGE 2 - ORDER A UCC, JUDGMENT AND TAX LIEN SEARCH REPORT:

The attorney that represents the Funding Recipient must order an up-to-date UCC, judgment and tax lien search report (the "Lien Search Report") [not older than twelve (12) months] from a reputable title search company.

1. **When obtaining a Lien Search Report** for the preparation and completion of DDC's Attorney Equipment Lien Attestation Form (as provided in Attachment 6 of the UCC Guidelines), **the Funding Recipient's attorney must ensure that the Lien Search Report:**

- (a) Covers the complete and official corporate name of the Funding Recipient, as found on file with the New York State Department of State ("NYSDOS"). (This information is specifically listed on the Funding Recipient's Certificate of Incorporation or on official corporate amendments filed with the NYSDOS.)
- (b) Includes a chronological list of all active financing statements on file with the NYSDOS (this list must reference each financing statement's lapse date and UCC file number); and
- (c) Provides clear and readable copies of all active financing statements, continuation statements and amendments statements found on file with the NYSDOS regarding the Funding Recipient.

Note: The City is only concerned about active UCC liens, as UCC financing statements automatically lapse after five (5) years from the date of their filing unless a continuation financing statement is filed.

STAGE 3 - CLEAR ANY AND ALL LIENS:

The Funding Recipient's attorney must ensure that all competing liens found on the Funding Recipient's Lien Search Report are cleared by the Funding Recipient.

Step 1

- The Funding Recipient must **pay any and all outstanding tax liens** and obtain proof of such payment, if applicable.

Step 2

- The Funding Recipient must **resolve and pay any and all judgment liens** and submit proof of such payment, if applicable.

Step 3

- The Funding Recipient's attorney must determine **whether there are any other secured parties on file with the NYSDOS that have UCC liens that may compete with the City's lien over the City-funded equipment** with respect to the Funding Recipient's equipment project with DDC.
- The below-listed UCC Liens pose concern for the City and must be addressed by the Funding Recipient and its attorney -- before -- the preparation of the Attorney Equipment Lien Attestation Form (as included in Attachment 6 attached hereto).

There are four (4) types of UCC-related Liens that require extra action by the Funding Recipient's attorney, and these UCC Liens are as follows:

1. HUD Liens:

The Funding Recipient's attorney must ensure that **any and all Liens that relate to loan arrangements with the HUD and HUD-approved private lenders are formally subordinated and that UCC-3 amendment statements are filed** to indicate the subordination agreement arrangements with the City.

- For the City's detailed procedures for such Liens, please see [Attachment 2](#) entitled "Procedures for Liens Insured by HUD" within these [UCC Guidelines](#).

2. DASNY Liens:

The Funding Recipient's attorney must ensure that DASNY terminates its security interest over the City-funded equipment, unless the DASNY lien relates to a loan insured by HUD.

- **If the DASNY lien is insured by HUD**, please see [Attachment 2](#) entitled "Procedures for Liens Insured by HUD" within these [UCC Guidelines](#).)
- **If DASNY has a lien that is not HUD-insured** and that may somehow relate to the City-funded equipment (e.g., covers "any and all equipment," etc.), **then two (2) steps are required:**

- 1) **Step 1:** As previously noted in Stage 1 of the [UCC Guidelines](#), at the beginning of the equipment project, the Funding Recipient must inform DDC's project manager about any and all applicable DASNY lien(s).
- 2) **Step 2:** The Funding Recipient's attorney must ensure that **any and all competing DASNY lien(s) are amended with UCC-3 amendment statements** to carve-out the City's security interest in the City-funded equipment.
 - The procedures on how to file UCC-3 amendment statements are delineated in [Attachment 3](#) of the [UCC Guidelines](#).

3. Broad UCC liens:

Liens that cover "**any and all equipment**" typically relate to mortgages, bond-related financing and/or loans that may have overreaching security interests in a Funding Recipient's assets and, as such, can potentially include the City-funded equipment.

- Any such Liens require that **the Funding Recipient's attorney file a UCC-3 amendment statement** to carve-out the City's security interest in the City-funded equipment.
- The procedures on how to file UCC-3 amendment statements are delineated in [Attachment 3](#) of the [UCC Guidelines](#).

4. Miscellaneous Equipment Financing Arrangements:

UCC financing statements on file with the NYSDOS that relate to **financing arrangements with vendors, distributors or manufacturers** that sell commercial, medical or office-related equipment must be reviewed individually. The Funding Recipient's attorney must address equipment listings for these types of UCC financing statements **based on the following categories:**

- **Equipment listings completely different than the City-funded equipment:**
If the UCC lien on file with the NYSDOS includes equipment that does not relate to the Funding Recipient's City-funded equipment project, then no further action is necessary with respect to that particular UCC-1 financing statement.

- **Equipment listings identical to the City-funded equipment:**

If the UCC Lien(s) cover the same equipment as those included in the Funding Recipient's City-funded equipment reimbursement project, please note that the City does NOT allow for financing arrangements where other creditors have a superior security interest over the equipment paid for with City funds. These Liens require that the Funding Recipient's attorney file a UCC-3 amendment statement.

- The procedures on how to file UCC-3 amendment statements are delineated in Attachment 3 of the UCC Guidelines.

- **Equipment listings similar to the City-funded equipment, but distinguishable:**

If the UCC lien(s) consist of different items of equipment that are not in any way related to the City-funded equipment and do not consist of replacements or attachments and can somehow be distinguished from the City-funded equipment (either with different model types or serial numbers, etc.), then a written acknowledgement letter that the equipment is distinguishable may suffice from any such secured parties or equipment lessors.

- DDC's template Secured Party Disclaimer letter is available in Attachment 4 of the UCC Guidelines.

(Note: The Funding Recipient's attorney must have this information on file before completing the Attorney Equipment Lien Attestation form.)

- **Equipment listings that relate to true equipment lease arrangements that do not relate to the City-funded equipment:**

If the UCC filing(s) consist of true equipment lease(s) filed solely for precautionary reasons and do not relate to the City-funded equipment, (as the City does not allow for the financing or reimbursement of leased equipment, etc.), then a written acknowledgement letter may suffice from secured parties or equipment lessors to provide, in writing, that the equipment differentiates from the City-funded equipment.

- DDC's template Secured Party Disclaimer letter is available in Attachment 4 of the UCC Guidelines.

(Note: The Funding Recipient's attorney must have this information on file before completing the Attorney Equipment Lien Attestation form.)

**STAGE 4 – FILE THE CITY’S UCC-1
FINANCING STATEMENT:**

The Funding Recipient’s attorney must file the City’s UCC-1 Financing Statement with the NYSDOS along with a copy of the Funding Recipient’s payment requisition.

1. The Filing of the City’s UCC-1 financing statement:

Once all of the Liens mentioned in Stage 3 of the UCC Guidelines are addressed by the Funding Recipient and its attorney, the Funding Recipient’s attorney must prepare and file a UCC-1 financing statement with the NYSDOS on behalf of the City/DDC.

- For detailed instructions on how to file the City’s UCC-1 financing statement, please see Attachment 31 of the UCC Guidelines.

**FINAL STAGE 5 – SUBMIT
ATTORNEY EQUIPMENT LIEN
ATTESTATION FORM:**

The Funding Recipient’s attorney must prepare and submit the Attorney Equipment Lien Attestation form.

1. Completion of the DDC Attorney Equipment Lien Attestation form.

When Stages 1-4 of the UCC Guidelines are completed by the Funding Recipient and its attorney, the Funding Recipient’s attorney must complete and sign DDC’s Attorney Equipment Lien Attestation form.

- The Funding Recipient’s attorney may only complete the DDC’s Attorney Equipment Lien Attestation form once the City’s UCC-1 financing statement and all the UCC-3 amendment statements, as applicable, have been filed with the NYSDOS. The Funding Recipient’s attorney must either:
 - Receive official confirmation from the NYSDOS that the City’s UCC-1 financing statement and UCC-3 amendment statements, as applicable, have been filed with the NYSDOS; and/or
 - The City’s UCC-1 financing statement and UCC-3 amendment statements, as applicable, must be viewable online on the NYSDOS’ website as UCCs on file with the Funding Recipient.
- For a copy of DDC’s Attorney Equipment Lien Attestation form, please see Attachment 32 of the UCC Guidelines.

The term “UCC” is short for Uniform Commercial Code. The Uniform Commercial Code consists of a uniform set of rules that govern commercial transactions. Pursuant to the City’s Standard Funding/Security Agreements and Article 9 of the UCC, Funding Recipients of City Discretionary capital funding for equipment projects need to submit certain lien information and documentation to DDC prior to

receiving any funding reimbursement from the City. As such, the attorneys that represent Funding Recipients specifically need to: 1) perform a UCC lien search, 2) address any competing UCC liens (if applicable), and 3) file a UCC lien to protect the City's interests in the City-funded equipment.

The reason for this legal requirement is that prior to the City's reimbursement of the equipment, DDC must obtain a security interest in the City-funded equipment. A "security interest" is a legal term used to describe the right a "secured party" has to pledged assets (i.e., in this case the City-funded equipment) or to the proceeds of the pledged assets if the debtor fails to perform its obligations to the secured party. A "secured party" is a creditor, seller or lender who holds a security interest in the pledged assets of a debtor. DDC's Security Agreement grants the City such a security interest over the equipment paid for with City funds. The Security Agreement establishes what will happen to the equipment if the funding is not spent as directed in the Funding Agreement, or if the equipment not used in the manner described therein. DDC must obtain a lien on the equipment (also referred to as "collateral" in UCC terms), so that if a Funding Recipient *does not properly use the City funding, or does not use the City-funded equipment as stated in its Funding Agreement with the City*, then the City will be legally able to initiate a legal process to retrieve any such City-funded equipment.

In order for a UCC lien to have legal force, a secured party's security interest must be "perfected" to protect against other possible creditors and lienholders. "Perfection" consists of a legal UCC term for recording a lien that has first priority over all other creditors pursuant to Article 9 of the UCC. Under the UCC, the standard way to perfect a lien for equipment is to first address any competing liens by searching and recording UCC-3 amendment statements against conflicting liens and then to file a UCC-1 Financing Statement with the NYSDOS for the collateral / equipment covered by the secured party's security interest. Accordingly, UCC-3 amendment statements apply, and are filed, whenever UCC-1 financing statement(s) already on file with the NYSDOS need to be modified, amended, subordinated or terminated to protect another secured party's security interests. The UCC-1 financing statement gives a description of the secured party's UCC lien, and serves to notify all other creditors of the secured party's interest in the collateral covered under the UCC-1 lien. UCC-1 financing statements have an effective duration of five (5) years.

- All NYSDOS UCC forms are available online at: <http://www.dos.ny.gov/corps/uccforms.html>.
- The financing statement consists of a public record that is publically available online on the NYSDOS' website at: http://appext20.dos.ny.gov/pls/ucc_public/web_search.main_frame.
- The costs associated with the filing of the documents with the NYSDOS are provided at: http://www.dos.ny.gov/corps/fees_ucc.html.
- To view the necessary DDC template agreements and UCC-related documents, please see DDC's web pages for non-profit reimbursement projects at: <https://www1.nyc.gov/site/ddc/contracts/not-for-profit-forms.page>.

For more information on the UCC, please contact DDC or an attorney familiar with secured transactions.

Liens relating to loan arrangements with HUD and HUD-approved lenders:

a. **Background:**

- HUD-related UCC liens typically relate to hospitals, medical centers, and residential care facilities that have financing arrangements with private lenders insured by HUD. These types of loans usually require broad security interests in any and all of the Funding Recipient's property and collateral, which often also includes equipment, etc.
- The City requires that HUD and HUD-insured private lenders subordinate their security interests over City-funded equipment for duration of the Funding Agreement's Performance Term (i.e., 5 years.)

b. **There are three (3) steps necessary to address HUD-related UCC liens:**

- **1st Step:**
 - At the onset of the project, the Funding Recipient must provide DDC's project manager with assss **brief listing of any and all HUD-related Liens, as applicable**. This preliminary information is necessary, because this listing will consist of a required exhibit within the City's Funding Agreement with the Funding Recipient for the equipment project.
- **2nd Step:**
 - Prior to receiving any reimbursement funds from the City, the Funding Recipient's attorney will need to get HUD and the HUD-insured private lender(s) to **execute the City/HUD approved template subordination agreement for equipment projects**.
 - Note: The City/HUD approved **subordination agreement template is attached hereto** for reference purposes and may also be obtained on DDC's webpages for Non-Profits.
- **3rd Step:**
 - Once the City/HUD approved template subordination agreement is signed by both HUD and the HUD-insured private lender(s), then the **Funding Recipient's attorney must file a UCC-3 amendment statement against the applicable HUD-related UCC financing statement(s)**. This UCC-3 amendment statement will simply need to be filed for information purposes.
 - **Important Note:** The UCC-3 amendment statement for HUD-related UCC liens differ from the UCC-3 amendment statements noted in Attachment 29 of the UCC Guidelines for broad UCC financing statements, because the HUD-related UCC-3 amendment statement simply serves to inform other creditors about the executed subordination agreement. The UCC-3 amendment statement for HUD-related liens subordinates, but does not – delete – the City-funded equipment from the HUD-related lien on file with the NYSDOS.

c. **HUD Contacts:**

- **Hospitals and medical centers:** Funding Recipients that are hospitals and medical centers should direct all of their initial requests and inquiries regarding HUD-related liens to Steven Wang at the HUD Office of Hospital Facilities, NY Division, who may be reached at 212-542-7875.

- **Residential care facilitates:** Funding Recipients that are residential care facilitates, such as nursing homes or assisted living facilities, should direct all of their initial requests and inquiries regarding HUD liens to the HUD Office of Residential Care Facilities, NY Division.

d. **Important notices:**

- **The Funding Recipient's attorney must have all HUD-related liens subordinated and the applicable UCC-3 amendment statement(s) filed with the NYSDOS, as above delineated, before finalizing and signing DDC's Attorney Equipment Lien Attestation form.**
- Please note that obtaining both the letter agreeing to lien subordination and the lien subordination agreement from HUD and the HUD-insured private lenders consists of a very lengthy and time consuming process. Accordingly, DDC advises the attorneys that represent Funding Recipients begin to work with HUD and the HUD-insured lender(s) at the onset of a discretionary City-funded equipment project to help ensure that their client obtains the necessary paperwork in a timely manner.

This attachment serves to delineate the specific steps that are required by Stage 3 of the UCC Guidelines.

If another creditor holds a UCC security interest / Lien that may impact the City-funded equipment, then the Funding Recipient's attorney must file a UCC amendment statement (also referred to as "UCC-3") to address each potential competing UCC lien. The UCC-3 amendment statement filed with the NYSDOS for each competing UCC financing statement helps ensure that the City's lien on the City-funded Equipment has a first priority lien.

All creditors, mortgagees and other lien holders must exclude (i.e., "carve-out") the City-funded equipment from their Liens if their UCC financing statements in any way may impact the City's lien over the City-funded equipment.

- The Funding Recipient's attorney may either get conflicting UCC lien-holders to:
 - file the UCC-3 amendment statement(s) on their own on behalf of the Funding Recipient; or
 - provide permission to the Funding Recipient's attorney to directly file the necessary UCC-3 amendment statements with the NYSDOS (in order to help expedite the process.)
- **The UCC-3 amendment statement(s) filed with the NYSDOS with respect to the City-funded equipment must attach:**
 - 1) The most up-to-date **UCC-3 amendment statement form** as provided by the NYSDOS:
 - Note: The UCC-3 form should be completed in the same manner as provided in the sample UCC-3 amendment statement attached hereto;
 - 2) **DDC's "UCC-3 Exhibit A"**² (which defines the term "deleted Collateral"):
 - DDC's UCC-3 Exhibit A attachment is available on DDC's website at: <https://www1.nyc.gov/site/ddc/contracts/not-for-profit-forms.page>; and
 - 3) **The equipment budget found in Schedule I of the Funding Recipient's Security Agreement with the City.**
- For more information on how to file UCC amendment statements with the NYSDOS, please see the NYSDOS' website at: <<http://www.dos.ny.gov/corps/uccforms.html>>.

² Please be careful to use the appropriate UCC Exhibit A. The UCC-1 Exhibit A provides for the definition of "collateral" and the UCC-3 Exhibit A is almost identical, but it instead refers to the "deleted" collateral.

INFORMATION ONLY

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Duval & Stachenfeld LLP
Third Floor
300 East 42nd Street
New York, NY 10017

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
200301290204901 Dated January 29, 2003 (the "Financing Statement")

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS.

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects ☐ Debtor or ☐ Secured Party of record. Check only one of these two boxes.
Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.
☐ CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party. ☐ DELETE name: Give record name to be deleted in items 6a or 6b. ☐ ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7e-7g if applicable.

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME
The Young Women's Christian Association of the City of New York

OR

6b. INDIVIDUAL'S LAST NAME **FIRST NAME** **MIDDLE NAME** **SUFFIX**

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME **FIRST NAME** **MIDDLE NAME** **SUFFIX**

7c. MAILING ADDRESS **CITY** **STATE** **POSTAL CODE** **COUNTRY**

7d. SEE INSTRUCTIONS **ADD'L INFO RE ORGANIZATION DEBTOR** **7e. TYPE OF ORGANIZATION** **7f. JURISDICTION OF ORGANIZATION** **7g. ORGANIZATIONAL ID #, if any** ☐ NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.
Describe collateral ☒ deleted or ☐ added, or give entire ☐ restated collateral description, or describe collateral ☐ assigned.

See Exhibit A and Schedule I attached hereto

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME
CIT Technology Financing Services, Inc.

OR

9b. INDIVIDUAL'S LAST NAME **FIRST NAME** **MIDDLE NAME** **SUFFIX**

10. OPTIONAL FILER REFERENCE DATA

EXHIBIT A

COLLATERAL DELETED

The **deleted** collateral ("Collateral") shall include each and every one of the following:

1. All machinery, equipment, furniture and fixtures listed in Schedule I attached hereto, and all machinery, equipment, furniture and fixtures purchased, or paid for, or financed with the proceeds of certain funding ("Funding") made available or intended to be made available by the City of New York, acting by and through its Department of Design and Construction, (the "City") to Debtor pursuant to that certain Funding Agreement by and between the City and Debtor, including, without limitation, any such machinery, equipment, furniture and fixtures paid for by the City or for which Debtor was reimbursed with the proceeds of the Funding, wherever located and whenever acquired, whether now owned or existing or hereafter acquired or created, together with all acccessions thereto and all substitutions and replacements thereof and parts therefor;
2. All ledger sheets, files, records, documents, and instruments (including, but not limited to, computer programs, tapes, and related electronic data processing software) relating to any Collateral; and
3. All cash or non-cash proceeds of the sale or other disposition of any Collateral and, to the extent not otherwise included, all amounts paid or payable under any policy of insurance (whether or not the City is named as a loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage, or otherwise with respect, to any Collateral.

SCHEDULE I

LIST OF CERTAIN ITEMS OF
MACHINERY, EQUIPMENT, FURNITURE AND FIXTURES

(SEPARATE ATTACHMENT)

Sheet
No: _____ 1 _____

DISCRETIONARY CAPITAL AWARD

PAYMENT REQUISITION: Part A

TITLE OF AWARD: Purchase of IT Equipment **NAME OF ORGANIZATION:** ABC Center, Inc.

ORGANIZATION'S ADDRESS: 123 West 11th St., New York, NY 10008

AWARD REGISTRATION NO.: 20211426789 FMS ID: PWDNABCCY AWARD REGISTRATION DATE: 2/1/21

REQUISITION NO.: 1 PAY PERIOD: FROM: 11/1/20 TO: 3/21/21 AWARD AMOUNT \$37,573 PAYMENT TYPE: PARTIAL FINAL X

Commented [UJ(1): All the information on this payment requisition form will need to be filled out by your organization, before the UCC-1 financing statement may be filed with the NYS Department of State.

Please also remember to first confirm with the Project Manager assigned to your organization's project that the payment requisition form has been reviewed for sufficiency by DDC.

Commented [J(2): The address noted on this section of the payment requisition form should reflect the specific location of the equipment

If multiple locations relate to your organization's equipment project, then please use multiple payment requisition forms and note the multiple sheets in the form's above-right corner.

Commented [U3]: Please note that the City's Funding Agreement only allows for the submission of one (1) payment request to the agency for each discretionary funded project. Accordingly, please make sure to include all of the eligible equipment within one Payment Request request (your organizations may use multiple sheets, if necessary, depending on the amount of equipment covered under the project.)

A	B	C	D	E	F	G	H	I
Item No.	DESCRIPTION	TOTAL SCHEDULED VALUE*	ADJUSTED VALUE**	WORK COMPLETED		TOTAL COMPLETED TO DATE (E+F)	% (G/D)	BALANCE TO FINISH
				FROM PREVIOUS APPLICATIONS	THIS PERIOD			
1	HP LaserJet Pro Printer All in One MFP T20220310.0001 Qty 4; \$349.99 per unit	\$1,399.96	\$1,399.96		\$1,399.96	\$1,399.96	100%	\$
2	HP LaserJet Pro Printer All in One MFP T20220406.0005 Qty 1; \$520.98 per unit	\$520.98	\$520.98		\$520.98	\$520.98	100%	\$
3	Canon LiDE Flatbed Scanner T20220406.0005 Qty 4; \$199.99 per unit	\$799.96	\$799.96		\$799.96	\$799.96	100%	\$
4	HP EliteDesk 800 SFF PC with LG 24" Monitor Qty 25; \$1,391.18 per unit (replaces 21.5-inch iMac with Retina 4K display Qty 25)	\$34,851.75	\$34,779.50		\$34,779.50	\$34,779.50	100%	\$
	SUBTOTALS (THIS SHEET)	\$ 37,572.65	\$ 37,500.40	\$ -	\$ 37,500.40	\$ 37,500.40	100%	\$
	TOTALS (LAST SHEET)							

RECEIVED FROM CONTRACTOR BY: [DDC CONTRACT MANAGER] DATE:

* Funding Agreement Amount ** Invoice Amount

SUBORDINATION AGREEMENT

This SUBORDINATION AGREEMENT (the “Agreement”) is made as of _____, 20__, by [INSERT NAME OF MORTGAGEE], a [Delaware] Corporation having its office and place of business at [INSERT ADDRESS] and the SECRETARY OF THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT of Washington D.C. (collectively, the “Federal Secured Parties”) and THE CITY OF NEW YORK, a New York municipal corporation acting by and under its DEPARTMENT OF DESIGN AND CONSTRUCTION having an office at 30-30 Thomson Avenue, Long Island City, New York 11101.

PRELIMINARY STATEMENT

1. The Federal Secured Parties and [INSERT NAME OF FUNDING RECIPIENT] (“Debtor”) entered into a Security Agreement dated as of [_____] (the “Federal Security Agreement”) pursuant to which Debtor granted to the Federal Secured Parties a security interest (“Federal Security Interest”) in certain collateral (as more fully described in Exhibit A hereto, the “Federal Collateral”) as security for certain obligations of Debtor to the Federal Secured Parties more fully described in said Federal Security Agreement.

2. The Federal Secured Parties perfected their Federal Security Interest under Article 9 of the Uniform Commercial Code in New York by filing a Uniform Commercial Code Financing Statement (Form UCC-1) with each of the New York Secretary of State and the Office of the City Register for [_____] County (the “Federal UCC-1s”).

3. Debtor has applied to the City of New York (“City”) for City Capital funds (“Funding”) to reimburse Debtor for costs and expenses incurred by Debtor for the acquisition of certain items of machinery and equipment that Debtor will use in connection with the operation of [INSERT NAME OF FUNDING RECIPIENT] (as more fully described in Exhibit B hereto, the “City Collateral”).

4. The Federal Collateral includes a broad scope of the Debtor’s assets, including, without limitation, certain assets of the Debtor “now owned or hereafter from time to time acquired,” and, by definition, the Federal Collateral comprises the assets of the Debtor that constitute the City Collateral.

5. It is a condition of the Funding that, among other things, Debtor dedicate the City Collateral to a bona fide City purpose determined by the City and that Debtor execute and deliver to the City a Security Agreement (“City Security Agreement”) granting the City a first priority security interest in the City Collateral (“City Security Interest”) as security for the obligations of Debtor to the City in connection with the Funding.

6. The City intends to perfect its City Security Interest in the City Collateral under Article 9 of the Uniform Commercial Code in New York by filing a Uniform Commercial Code Financing Statement (Form UCC-1) with each of the New York Secretary of State and the Office of the City Register for [_____] County (the “City UCC-1s”).

7. It is also a condition of the Funding that the Federal Secured Parties subordinate their Federal Security Interest in the City Collateral to the City Security Interest.

8. To facilitate the grant of the Funding by the City to Debtor, the Federal Secured Parties are willing to subordinate the Federal Security Interest in the City Collateral to the City pursuant to this Agreement.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Federal Secured Parties agree as follows:

1. The Federal Security Interest in those items of the City Collateral shall be subject and subordinate to City Security Interest in the City Collateral irrespective of the order in which the Federal Security Agreement and the City Security Agreement may have been executed and delivered by the Debtor, the Federal Security Interest and the City Security Interest may have been granted by the Debtor, and the Federal UCC-1s and the City UCC-1s may have been filed with the New York Secretary of State and the Office of the City Register for [] County.

2. The Federal Secured Parties agree that the City Security Interest shall have the same validity, priority, and effect as if Debtor had executed and delivered the City Security Agreement, granted the City Security Interest to the City and filed or caused to be filed the City UCC-1s with the New York Secretary of State and the Office of the City Register for [] County prior to the date that Debtor executed and delivered the Federal Security Agreement, granted the Federal Security Interest to the Federal Parties and filed or caused to be filed the Federal UCC-1s with the New York Secretary of State and the Office of the City Register for [] County.

3. The Federal Secured Parties acknowledge that the City is relying on this instrument in its determination to make the Funding available to Debtor.

4. The City understands and agrees that nothing in this instrument shall in any way alter, change, or modify the terms and conditions of the Federal Security Agreement, or in any way release or affect the attachment, validity, perfection, or priority of the Federal Security Interest, except with respect to the City Security Interest as provided herein.

5. The terms, covenants, and agreements of this Agreement shall inure to the benefit of the City and its successors, assigns and transferees and shall be binding upon the Federal Secured Parties and their respective successors, assigns and transferees.

[INSERT NAME[S] OF MORTGAGEE[S]]

U.S. DEPARTMENT OF HOUSING AND
URBAN DEVELOPMENT

By: _____
Name:
Title:

By: _____
Name:
Title:

STATE OF _____)
: SS.:
COUNTY OF _____)

On this _____ day of _____, 20__, before me, a Notary Public,
personally appeared _____, to me personally known to be the _____,
and who being by me duly sworn, subscribed their name to the foregoing instrument as an officer
of said corporation and acknowledged the execution of such instrument as the voluntary act and
deed of said corporation.

Notary Public

My Commission Expires: _____

STATE OF _____)
: SS.:
COUNTY OF _____)

On this _____ day of _____, 20__, before me, a Notary Public,
personally appeared _____, to me personally known to be the _____,
and who being by me duly sworn, subscribed their name to the foregoing instrument as an officer
of said corporation and acknowledged the execution of such instrument as the voluntary act and
deed of said corporation.

Notary Public

My Commission Expires: _____

EXHIBIT A
FEDERAL COLLATERAL
(SEPARATE ATTACHMENT)

[All building materials, equipment, furniture, furnishings, accounts receivable or other property installed or to be installed or used in and about the building or buildings now erected or hereafter to be erected upon the lands secured by the FHA Mortgage from Debtor to Secured party dated as of [] herewith situated in the Borough of [], County of [] and State of New York, being FHA Project No. [] (the "Project") which are necessary to complete the comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, including, but not limited to, all gas and electric appliances and fixtures; all engines, motors, dynamos, elevators, and machinery; all boilers, radiators, heaters, furnaces, stoves, heating equipment; all stoves, ranges, and cooking equipment; all bathtubs, sinks, basins, pipes, hot-water boilers, faucets, and other plumbing fixtures; all mantels; cabinets; all washing machines, laundry tubs, and ironers; all lighting, air-conditioning and ventilating equipment; all awnings, shades, screens and venetian blinds; and all incinerating equipment, together with appurtenances thereto; all equipment used in the diagnosis and treatment of patients; and all building material and equipment now or hereafter delivered to the premises and intended to be installed therein, such goods, equipment, chattels and personal property as are commonly used in the fully furnishing of and the equipping of a hospital, whether personal property, inventory or fixtures, whether now owned or hereafter from time to time acquired by the Debtor, together with all substitutions, replacements, additions, attachments, accessories, accretions, their component parts thereto or thereof, all other items of like property installed or to be installed or used therein and any and all proceeds thereof whether now in existence or hereafter arising.

EXCEPTING AND EXCLUDING THEREFROM any property or fixtures as described above which are now subject to security interests, but only so long as such security interests remain outstanding, and further excepting any personal property or fixtures now or hereafter held or used by Debtor as lessee, but only so long as the Debtor is the lessee, and further excepting and excluding, any property as described above acquired or to be acquired by Debtor, other than items in replacement of those covered by the Security Agreement of which this Schedule is a part, during the time when said items are covered by purchase money security interests in third parties as evidenced by the filing of Uniform Commercial Code Financing Statements in the appropriate filing offices.

Nothing in this Schedule "A" shall relieve Debtor of its obligations under the Regulatory Agreement between Debtor and the Secretary of Housing and Urban Development as the same may be amended from time to time.]

Exhibit A-1

EXHIBIT B
CITY COLLATERAL
(SEPARATE ATTACHMENT)

Template letter for secured parties or lessors of equipment that have security or lease interests in equipment similar, but distinguishable to the City-funded equipment. Please see following pages.

[Template Secured Party Disclaimer Letter]

[Note: This letter must be on the Funding Recipient's Letterhead]

[date]

[name of authorized representative]

[creditor's/lender's name]

[address]

[address]

Re: [name of funding recipient/debtor] ("Funding Recipient")

Dear [authorized representative]:

The City of New York has financed the equipment, goods or personal property (the "Equipment") listed on the attached Attachment A by way of a capital funding agreement for the above-referenced Funding Recipient.

The City of New York will have a security interest in the Equipment.

This letter is to serve as your confirmation and agreement that (1) you do not claim any lien, claim, title or security interest in or to the Equipment, (2) you will not in the future claim any lien, claim, title or security interest in or to the Equipment that is or will be perfected pursuant to any financing statement currently on file, and (3) no other person has any lien, claim, title or security interest in or to the Equipment which such person has acquired or claims through you. Copies of your financing statements relating to Funding Recipient are also attached.

Please sign below to acknowledge your disclaimer of interest in the Equipment, and return to my attention at _____, or by fax to _____, or by e-mail to _____ as soon as possible, or call me with questions at _____. This disclaimer shall be binding on and inure to the benefit of you, the City of New York, and each party's respective successors and assigns.

Thank you.

[FUNDING RECIPIENT]

_____, [Title]

ACKNOWLEDGED AND AGREED BY THE UNDERSIGNED (through an authorized representative)

[LENDER/CREDITOR/SECURED PARTY]

By: _____

Print Name: _____

Title: _____

Date: _____

Attachment (Equipment List)

This attachment serves to delineate the specific steps that are required by Stage 4 of the UCC Guidelines.

The Funding Recipient's attorney must prepare and file a UCC-1 financing statement ("UCC-1") with the NYSDOS on behalf of the City/DDC. Once all competing Liens are addressed (as delineated in Stage 3 of the UCC Guidelines), the filing of the UCC-1 financing statement serves to grant the City with a first priority interest in the City-funded equipment.

- The UCC-1 financing statement filed on behalf of the City with respect to the City-funded equipment **MUST** include:
 - 1) The most up-to-date **UCC-1 financing statement form**, as provided by the NYSDOS.
 - Note: The UCC-1 form should be completed in the same manner as provided in the sample UCC-1 amendment statement attached hereto.
 - 2) **DDC's "UCC-1 Exhibit A" attachment** (which serves to define the term "Collateral").
 - DDC's UCC-1 Exhibit A attachment is available on DDC's website at: <https://www1.nyc.gov/site/ddc/contracts/not-for-profit-forms.page>.
 - 3) **A copy of the payment requisition** that lists the *exact* equipment that the Funding Recipient purchased and submitted to DDC for reimbursement.
 - Note: The items listed in the payment requisition form should match the items of equipment listed in Schedule I of the Funding Recipient's Security Agreement with the City for the equipment project.
- **Important Notices:**
 - Please keep in mind that pursuant to the Funding Agreement, **Funding Recipients may only seek reimbursement for the City-funded equipment** covered under a specific Funding and Security Agreement within twelve (12) months of the date when the Funding Agreement is registered with the New York City Comptroller's Office.
 - Once the Funding Recipient's attorney files the necessary UCC-1 financing statements and clears any and all competing liens, then **the Funding Recipient's attorney will need to complete and sign DDC's Attorney Equipment Lien Attestation form before the agency may begin the reimbursement process** for equipment purchases made by the Funding Recipient.
 - A copy of DDC's Attorney Equipment Lien Attestation form is available in Attachment 32 of the UCC Guidelines.

<h2 style="margin: 0;">UCC FINANCING STATEMENT</h2> <p style="margin: 0; font-size: small;">FOLLOW INSTRUCTIONS (front and back) CAREFULLY</p>					
A. NAME & PHONE OF CONTACT AT FILER (optional)					
B. SEND ACKNOWLEDGMENT TO: (Name and Address)					
<div style="border: 1px solid black; padding: 5px; min-height: 100px;"> <p>John Doe, Esq. Doe & Doe LLP 123 West 34th Street 4th Floor New York, NY 10001</p> </div>					
THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY					
1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only <u>one</u> debtor name (1a or 1b) - do not abbreviate or combine names					
<div style="display: flex; justify-content: space-between;"> <div style="width: 10%;">1a. ORGANIZATION'S NAME</div> <div style="width: 90%;"> <input style="width: 95%;" type="text" value="Your organization's full legal corporate name"/> </div> </div>					
<div style="display: flex; justify-content: space-between;"> <div style="width: 10%;">OR</div> <div style="width: 90%;"> <div style="display: flex; justify-content: space-between;"> <div style="width: 30%;">1b. INDIVIDUAL'S LAST NAME</div> <div style="width: 20%;">FIRST NAME</div> <div style="width: 20%;">MIDDLE NAME</div> <div style="width: 30%;">SUFFIX</div> </div> <input style="width: 95%;" type="text"/> </div> </div>					
<div style="display: flex; justify-content: space-between;"> <div style="width: 40%;">1c. MAILING ADDRESS</div> <div style="width: 20%;">CITY</div> <div style="width: 10%;">STATE</div> <div style="width: 10%;">POSTAL CODE</div> <div style="width: 20%;">COUNTRY</div> </div>					
<div style="display: flex; justify-content: space-between;"> <div style="width: 40%;">123 Broadway, 4th Floor</div> <div style="width: 20%;">New York</div> <div style="width: 10%;">NY</div> <div style="width: 10%;">10004</div> <div style="width: 20%;">USA</div> </div>					
<div style="display: flex; justify-content: space-between;"> <div style="width: 20%;">1d. <small>SEE INSTRUCTIONS</small></div> <div style="width: 10%;">ADD'L INFO RE ORGANIZATION DEBTOR</div> <div style="width: 20%;">1e. TYPE OF ORGANIZATION</div> <div style="width: 20%;">1f. JURISDICTION OF ORGANIZATION</div> <div style="width: 30%;">1g. ORGANIZATIONAL ID #, if any</div> </div>					
<div style="display: flex; justify-content: space-between;"> <div style="width: 20%;">Not Applicable</div> <div style="width: 10%;"></div> <div style="width: 20%;">Corporation</div> <div style="width: 20%;">New York</div> <div style="width: 30%; text-align: right;"> <input type="text" value="NONE"/> </div> </div>					
2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only <u>one</u> debtor name (2a or 2b) - do not abbreviate or combine names					
<div style="display: flex; justify-content: space-between;"> <div style="width: 10%;">2a. ORGANIZATION'S NAME</div> <div style="width: 90%;"> <input style="width: 95%;" type="text"/> </div> </div>					
<div style="display: flex; justify-content: space-between;"> <div style="width: 10%;">OR</div> <div style="width: 90%;"> <div style="display: flex; justify-content: space-between;"> <div style="width: 30%;">2b. INDIVIDUAL'S LAST NAME</div> <div style="width: 20%;">FIRST NAME</div> <div style="width: 20%;">MIDDLE NAME</div> <div style="width: 30%;">SUFFIX</div> </div> <input style="width: 95%;" type="text"/> </div> </div>					
<div style="display: flex; justify-content: space-between;"> <div style="width: 40%;">2c. MAILING ADDRESS</div> <div style="width: 20%;">CITY</div> <div style="width: 10%;">STATE</div> <div style="width: 10%;">POSTAL CODE</div> <div style="width: 20%;">COUNTRY</div> </div>					
<div style="display: flex; justify-content: space-between;"> <div style="width: 40%;"></div> <div style="width: 20%;"></div> <div style="width: 10%;"></div> <div style="width: 10%;"></div> <div style="width: 20%;"></div> </div>					
<div style="display: flex; justify-content: space-between;"> <div style="width: 20%;">2d. <small>SEE INSTRUCTIONS</small></div> <div style="width: 10%;">ADD'L INFO RE ORGANIZATION DEBTOR</div> <div style="width: 20%;">2e. TYPE OF ORGANIZATION</div> <div style="width: 20%;">2f. JURISDICTION OF ORGANIZATION</div> <div style="width: 30%;">2g. ORGANIZATIONAL ID #, if any</div> </div>					
<div style="display: flex; justify-content: space-between;"> <div style="width: 20%;">Not Applicable</div> <div style="width: 10%;"></div> <div style="width: 20%;"></div> <div style="width: 20%;"></div> <div style="width: 30%; text-align: right;"> <input type="text" value="NONE"/> </div> </div>					
3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - Insert only <u>one</u> secured party name (3a or 3b)					
<div style="display: flex; justify-content: space-between;"> <div style="width: 10%;">3a. ORGANIZATION'S NAME</div> <div style="width: 90%;"> <input style="width: 95%;" type="text" value="The City of New York, acting by and through its Department of Design and Construction*"/> </div> </div>					
<div style="display: flex; justify-content: space-between;"> <div style="width: 10%;">OR</div> <div style="width: 90%;"> <div style="display: flex; justify-content: space-between;"> <div style="width: 30%;">3b. INDIVIDUAL'S LAST NAME</div> <div style="width: 20%;">FIRST NAME</div> <div style="width: 20%;">MIDDLE NAME</div> <div style="width: 30%;">SUFFIX</div> </div> <input style="width: 95%;" type="text"/> </div> </div>					
<div style="display: flex; justify-content: space-between;"> <div style="width: 40%;">3c. MAILING ADDRESS</div> <div style="width: 20%;">CITY</div> <div style="width: 10%;">STATE</div> <div style="width: 10%;">POSTAL CODE</div> <div style="width: 20%;">COUNTRY</div> </div>					
<div style="display: flex; justify-content: space-between;"> <div style="width: 40%;">30-30 Thomson Avenue*</div> <div style="width: 20%;">Long Island City*</div> <div style="width: 10%;">NY*</div> <div style="width: 10%;">11101*</div> <div style="width: 20%;">USA*</div> </div>					
4. This FINANCING STATEMENT covers the following collateral:					
<p>See Exhibit A and Schedule I attached hereto*</p> <p>*Must use this information as shown.</p>					
5. ALTERNATIVE DESIGNATION (if applicable)					
<div style="display: flex; justify-content: space-between;"> <div style="width: 20%;"><input type="checkbox"/> LESSEE/LESSOR</div> <div style="width: 20%;"><input type="checkbox"/> CONSIGNEE/CONSIGNOR</div> <div style="width: 20%;"><input type="checkbox"/> BAILEE/BAILOR</div> <div style="width: 20%;"><input type="checkbox"/> SELLER/BUYER</div> <div style="width: 20%;"><input type="checkbox"/> AG. LIEN</div> <div style="width: 20%;"><input type="checkbox"/> NON-UCC FILING</div> </div>					
6. <input type="checkbox"/> This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS - Attach Address(es) if applicable					
7. Check to REQUEST SEARCH REPORT 1(S) on Debtor(s)					
<div style="display: flex; justify-content: space-between;"> <div style="width: 20%;"><input type="checkbox"/> All Debtors</div> <div style="width: 20%;"><input type="checkbox"/> Debtor 1</div> <div style="width: 20%;"><input type="checkbox"/> Debtor 2</div> </div>					
8. OPTIONAL FILER REFERENCE DATA					
FILING OFFICE COPY — UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)					

EXHIBIT A
COLLATERAL

The collateral ("Collateral") shall include each and every one of the following:

1. All machinery, equipment, furniture, and fixtures listed in Schedule I attached hereto, and all machinery, equipment, furniture, and fixtures purchased, or paid for, or financed with the proceeds of certain funding ("Funding") made available or intended to be made available by Secured Party to Debtor pursuant to that certain Funding Agreement by and between Secured Party and Debtor, including without limitation, any such machinery, equipment, furniture, and fixtures paid for by Secured Party or for which Debtor was reimbursed with the proceeds of the Funding, wherever located and whenever acquired, whether now owned or existing or hereafter acquired or created, together with all accessions thereto and all substitutions and replacements thereof and parts thereof;
2. All ledger sheets, files, records, documents, and instruments (including, but not limited to, computer programs, tapes, and related electronic data processing software) relating to any Collateral; and
3. All cash or non-cash proceeds of the sale or other disposition of any Collateral and, to the extent not otherwise included, all amounts paid or payable under any policy of insurance (whether or not Secure Party is named as a loss payee thereof), or any indemnity, warranty, or guaranty, payable by reason of loss or damage, or otherwise with respect to any Collateral.

SCHEDULE I
LIST OF CERTAIN ITEMS OF
MACHINERY, EQUIPMENT, FURNITURE, AND FIXTURES
(SEPARATE ATTACHMENT)

Sheet
No: _____ 1 _____

DISCRETIONARY CAPITAL AWARD

PAYMENT REQUISITION: Part A

TITLE OF AWARD: Purchase of IT Equipment **NAME OF ORGANIZATION:** ABC Center, Inc.

ORGANIZATION'S ADDRESS: 123 West 11th St., New York, NY 10008

AWARD REGISTRATION NO.: 20211426789 FMS ID: PWDNABCCY AWARD REGISTRATION DATE: 2/1/21

REQUISITION NO.: 1 PAY PERIOD: FROM: 11/1/20 TO: 3/21/21 AWARD AMOUNT \$37,573 PAYMENT TYPE: PARTIAL FINAL X

A	B	C	D	E	F	G	H	I
Item No.	DESCRIPTION	TOTAL SCHEDULED VALUE*	ADJUSTED VALUE**	WORK COMPLETED		TOTAL COMPLETED TO DATE (E+F)	% (G/D)	BALANCE TO FINISH
				FROM PREVIOUS APPLICATIONS	THIS PERIOD			
1	HP LaserJet Pro Printer All in One MFP T20220310.0001 Qty 4; \$349.99 per unit	\$1,399.96	\$1,399.96		\$1,399.96	\$1,399.96	100%	\$ -
2	HP LaserJet Pro Printer All in One MFP T20220406.0005 Qty 1; \$520.98 per unit	\$520.98	\$520.98		\$520.98	\$520.98	100%	\$ -
3	Canon LiDE Flatbed Scanner T20220406.0005 Qty 4; \$199.99 per unit	\$799.96	\$799.96		\$799.96	\$799.96	100%	\$ -
4	HP EliteDesk 800 SFF PC with LG 24" Monitor Qty 25; \$1,391.18 per unit (replaces 21.5-inch iMac with Retina 4K display Qty 25)	\$34,851.75	\$34,779.50		\$34,779.50	\$34,779.50	100%	\$ -
	SUBTOTALS (THIS SHEET)	\$ 37,572.65	\$ 37,500.40	\$ -	\$ 37,500.40	\$ 37,500.40	100%	\$ -
	TOTALS (LAST SHEET)							

RECEIVED FROM CONTRACTOR BY: _____ [DDC CONTRACT MANAGER] DATE: _____

* Funding Agreement Amount ** Invoice Amount

Commented [J(1): All the information on this payment requisition form will need to be filled out by your organization, before the UCC-1 financing statement may be filed with the NYS Department of State.

Please also remember to first confirm with the Project Manager assigned to your organization's project that the payment requisition form has been reviewed for sufficiency by DDC.

Commented [J(2): The address noted on this section of the payment requisition form should reflect the specific location of the equipment

If multiple locations relate to your organization's equipment project, then please use multiple payment requisition forms and note the multiple sheets in the form's above-right corner.

Commented [LJ3]: Please note that the City's Funding Agreement only allows for the submission of one (1) payment requisition to the agency for each discretionary funded project. Accordingly, please make sure to include all of the eligible equipment within one Payment Requisition request (your organizations may use multiple sheets, if necessary, depending on the amount of equipment covered under the project.)



ATTORNEY EQUIPMENT LIEN ATTESTATION FORM

RE: RECORDATION AND PERFECTION OF THE CITY'S SECURITY INTEREST IN CITY-FUNDED EQUIPMENT
PURSUANT TO DDC'S FUNDING / SECURITY AGREEMENTS & ARTICLE 9 OF THE UNIFORM COMMERCIAL CODE ("UCC")

PROJECT / CLIENT INFORMATION:

FUNDING RECIPIENT: _____

FUNDING AGREEMENT DATED AS OF _____, 20__ / SECURITY AGREEMENT DATED AS OF _____, 20__

EQUIPMENT FUNDING AMOUNT: \$ _____

FORM INSTRUCTIONS:

This form requires the Funding Recipient's attorney to attest that the Funding Recipient has complied with the requirements set forth in DDC's Funding and Security Agreement in order to secure a perfected security interest for the City pursuant to Article 9 of the UCC with respect to the City-Funded Equipment and other Collateral covered by the Security Agreement.

- The City's UCC-related requirements that apply to the completion of this form are specified in DDC's UCC Guidelines attached to this form.
- (Note: Capitalized terms included in this form are defined in the City's Funding and Security Agreement.)

FUNDING RECIPIENT'S ATTORNEY INFORMATION:

ATTORNEY NAME: _____

First Name

Last Name

Work as: ☐ In-house Counsel for the Funding Recipient ☐ Law Firm Representing Client

Law Firm or Company Name: _____

Contact Information: _____

Address

City

State

Zip Code

Telephone Number

Email Address

LIEN SEARCH REPORT:

- Attach Lien Search Report: Pursuant to Section 2.03(b) of the Funding Agreement, please attach to this form a copy of the UCC, judgment and tax lien search conducted by a reputable title company or other established lien search company reasonably satisfactory to the City dated not more than thirty (30) days prior to the date of the Funding Agreement, which should evidence that there are no Liens on the City-Funded Equipment and other Collateral covered by the Security Agreement except Liens in favor of the City and Permitted HUD Liens.
- This lien search should specifically use the full legal name of the Funding Recipient as delineated in the Funding Agreement.

ATTESTATION:

As the attorney that is representing the above-mentioned Funding Recipient with the compliance of the UCC condition precedent requirements to the City's disbursement of City Funding pursuant to Section 6.02 of DDC's Funding Agreement, I attest, in reliance on the accuracy of the UCC, tax and judgment lien search report by a reputable title company or other established lien search company performed under the Funding Recipient's complete and official corporate name as found on file with the New York State Department of State and the Funding Recipient's representations relating to its UCC liens, tax liens and judgments, that: **(Check all applicable.)**

☐

Judgments and Tax Liens, as applicable:

- The Funding Recipient has addressed and satisfied any and all pending judgments and tax liens, and has properly filed the necessary paperwork to remove any such Liens with the court and/or has submitted the requisite payment(s) to the appropriate Federal, State and/or City government offices.

☐

UCC-3 Amendment Statement(s), as applicable:

- The Funding Recipient has properly filed with the appropriate office of the New York State Department of State ("NYSDOS") the necessary UCC amendment financing statement form(s) ("UCC-3") required to terminate or record any Liens on the City-Funded Equipment and other Collateral covered by the Security Agreement, except Liens in favor of the City and Permitted HUD Liens.
- The amendment statement(s) utilized the City's required provisions and template exhibit (as noted in DDC's UCC Guidelines), and will serve to carve-out the City's security interest in the City-Funded Equipment and ensure the perfection of the City's security interest.
- Moreover, any and all competing liens with the Dormitory Authority of the State of New York ("DASNY") have also been amended with UCC-3 amendment statements.
- **Attach a copy of each UCC-3 Amendment Statement(s) filed with the NYSDOS.**



ATTORNEY EQUIPMENT LIEN ATTESTATION FORM

RE: RECORDATION AND PERFECTION OF THE CITY'S SECURITY INTEREST IN CITY-FUNDED EQUIPMENT
PURSUANT TO DDC'S FUNDING / SECURITY AGREEMENTS & ARTICLE 9 OF THE UNIFORM COMMERCIAL CODE ("UCC")

☐

Permitted HUD Lien Subordination Agreement(s), as applicable:

- The Funding Recipient has executed the template HUD and City approved subordination agreement with HUD and the HUD-insured lender(s) as listed in Schedule V of the Funding Agreement for the project (and as explained in DDC's UCC Guidelines.)
- The Funding Recipient has also ensured that the subordination agreement(s) has/have been properly filed as an UCC-3 amendment statement(s) against the competing HUD-related UCC lien(s) on file with the NYSDOS.
- **Attach a copy of each UCC-3 amendment statement(s) filed with the NYSDOS.**

☐

Mandatory UCC-1 Financing Statement:

- Upon first clearing any and all competing Lien interests (as listed above on this form), the Funding Recipient has properly filed with the appropriate office of the NYSDOS a Financing Statement Form ("UCC-1") with respect to City-Funded Equipment covered by the Reimbursement Request and other Collateral covered by the Security Agreement. Pursuant to the requirements of the City's Funding and Security Agreements, this UCC-1 filing will serve to perfect the City's security interest in the City-Funded Equipment, as any and all competing Liens on file with the NYSDOS have either been satisfied, amended or subordinated as above-noted.
- The UCC-1 financing statement must:
 - use the City's required provisions and template exhibit language (as shown in the sample provided in DDC's UCC Guidelines); and
 - include a DDC-approved equipment exhibit from DDC's Project Manager based on the payment requisition for the equipment reimbursement submitted to DDC by the Funding Recipient.
- **Attach a copy of the UCC-1 financing statement(s) filed with the NYSDOS.**

As checked-off above, I hereby attest that, in my opinion, the following items have been properly addressed, recorded and/or validly executed: the UCC-1 financing statement; satisfaction of judgment(s) (as applicable); release or withdrawal of tax lien(s) (as applicable); Permitted HUD Lien subordination agreement(s) (as applicable); and/or UCC-3 amendment statement(s) (as applicable). I certify under penalty of perjury that the foregoing information is true and correct.

Attorney Signature

Date

PHASE 4: REIMBURSEMENT REQUIREMENTS

Once Phases 1 through 3 have been completed, DDC can begin the reimbursement process. The FR must complete and submit the documents contained in the following pages of this section within one (1) year of purchase in order to be reimbursed for all pre-approved purchases under ***Schedule A: Budget Sheet***.

Please see the checklists in the next two pages, to determine which documents you need to provide, based on your award.

**PAYMENT CHECKLIST FOR EQUIPMENT:
Documents To Be Provided within One (1) Year of Registration**

Funding Recipient:
(Insert Full Corporate Name)

All items listed below must be e-mailed to the DDC Project Manager assigned to your organization's project in order to receive reimbursement. Please include this checklist as a cover sheet with all of the below-requested documents included as attachments -- incomplete submissions will not be accepted.

Legal Documents Required

All the forms mentioned below can be found under the "Lien Recording Documents" section at: <https://www1.nyc.gov/site/ddc/contracts/not-for-profit-forms.page>

☐ **Attorney Equipment Lien Attestation Form**

- Before the Funding Recipient's attorney may complete DDC's required Attorney Equipment Lien Attestation Form, the Funding Recipient must make sure to provide its attorney with DDC's UCC Guidelines for a detailed explanation of the agency's lien review and UCC filing requirements.
- Once all of the requirements mentioned in DDC's UCC Guidelines are complete, then the Funding Recipient's attorney must prepare and sign-off on DDC's Attorney Equipment Lien Attestation Form after the necessary UCC-1 financing statement and any UCC-3 amendment statements, as applicable, are filed with the New York State Department of State.

☐ **Evidence of Commercial Property Insurance - Acord 28**

- The form must state the property that is insured and list DDC as the Certificate Holder.

☐ **Software License Assignment(s), (if applicable)**

- Submit the final versions of all applicable software license assignment agreement(s) for each vendor.

Payment Reimbursement Forms

DDC's Procurement Forms can be found under the "Payment Requisition Forms" section at: <https://www1.nyc.gov/site/ddc/contracts/not-for-profit-forms.page>

☐ **Procurement Affirmation**

- This form must be fully completed and all attachments must be included.

☐ **Electronic Funds Transfer (EFT) Form**

- The EFT Form is located in **Schedule I** of the Funding Agreement.

☐ **Payment Requisition Forms**

- Complete both DDC Payment Requisition Forms A & C
- These forms must be accompanied with copies of all invoices and proof(s) of payment.

Compliance and Inventory Reporting

**** Note:** Pursuant to the Vehicle Funding Agreement, all Funding Recipients that receive reimbursement from the City must also remember to submit: 1) a yearly Compliance Report; and 2) an Inventory of the City-funded Equipment, to the City at the following address:

Attn.: Compliance Officer, Counsel's Office
Office of Management and Budget
255 Greenwich Street
New York, New York 10007

PAYMENT CHECKLIST FOR VEHICLES:

Documents To Be Provided within One (1) Year of Registration

Funding Recipient:
(Insert Full Corporate Name)

All items listed below must be e-mailed to the DDC Project Manager assigned to your organization's project in order to receive reimbursement. Include this checklist as a cover sheet with all of the below-requested documents included as attachments -- incomplete submissions will not be accepted.

DMV Lien Filing Required Forms + Judgment and Tax Lien Search

****All DMV/Title Forms can be found under the "Lien Recording Documents" section at:**
<https://www1.nyc.gov/site/ddc/contracts/not-for-profit-forms.page>

<input type="checkbox"/> A Judgement and Tax Lien Search	
<ul style="list-style-type: none"> Funding Recipients must provide an updated judgment and tax lien search with respect to your organization from an independent lien search company. Funding recipient must address all open judgment and tax liens before DDC may proceed with reimbursement. 	
<input type="checkbox"/> File Lien in Favor of the City on the Original Certificate of Title for Each Vehicle	
<ul style="list-style-type: none"> There are two approaches for filing the City's lien on a vehicle to be reimbursed by the agency: 	
Approach #1: (Recommended)	Approach #2
<ul style="list-style-type: none"> Request that the dealership and/or manufacturer of each vehicle include the City's lien on the vehicle's certificate of title upon purchase. <u>DDC's Lien Filing code is: 67975.</u> The lienholder on the certificate will state: "NYC Dept. of Design & Construction" Your organization will need to submit proof of the lien on the certificate of title of each vehicle. 	<ul style="list-style-type: none"> Provide the original certificate of title for each vehicle to DDC's Project Manager and retain a copy of the certificate. Complete New York State Department of Motor Vehicles ("DMV") form MV-900 for each vehicle. Include DDC's information in the Lien Information section, to include the Lien Filing Code, which is 67975, and submit an original signed copy to DDC (DMV will not accept photocopies or faxes of this document). The DMV MV-900 form can be found on the DMV's website at https://dmv.ny.gov/forms/mv900.pdf DDC will sign and submit the completed original MV-900 Form, filing fee exemption letter, and the original certificate of title to the DMV. Once the DMV files the City's lien on the certificate of title for each vehicle, email a copy to the DDC's Project Manager, upon receipt of the new certificate.
<input type="checkbox"/> Motor Vehicle Registration with the DMV	
<ul style="list-style-type: none"> Registration must be current. Year, Make, & VIN of the vehicle must match the DMV Certificate of Title and is searchable at https://dmv.ny.gov/registration/how-check-title-or-lien-status 	
<input type="checkbox"/> Insurance Identification Card	
<ul style="list-style-type: none"> Insurance policy must be up to date. Year, Make, & VIN of the vehicle must match the DMV Registration & Certificate of Title. 	

Payment Reimbursement Forms

DDC's Procurement Forms can be found under the "Payment Requisition Forms" section at:
<https://www1.nyc.gov/site/ddc/contracts/not-for-profit-forms.page>

<input type="checkbox"/> Procurement Affirmation
<ul style="list-style-type: none"> This form must be fully completed and <u>all</u> attachments must be included.
<input type="checkbox"/> Electronic Funds Transfer (EFT) Form
<ul style="list-style-type: none"> The EFT Form is located in Schedule I of the Funding Agreement.
<input type="checkbox"/> Payment Requisition Forms
<ul style="list-style-type: none"> Complete both DDC Payment Requisition Forms A & C These forms must be accompanied with <u>copies</u> of all invoices and proof(s) of payment.

Compliance and Inventory Reporting

**** Note: Pursuant to the Vehicle Funding Agreement, all Funding Recipients that receive reimbursement from the City must also remember to submit: 1) a yearly Compliance Report; and 2) an Inventory of the City-funded Vehicles, to the City at the following address:**

Attn.: Compliance Officer, Counsel's Office
Office of Management and Budget
255 Greenwich Street
New York, New York 10007

****NOTE: THIS FORM MUST BE SUBMITTED TO DDC ALONG WITH ALL PAYMENT REQUISITIONS FOR CITY REIMBURSEMENT OF DISCRETIONARY FUNDED EQUIPMENT AND/OR VEHICLE PURCHASE PROJECTS.****



Procurement Affirmation

Insert Funding Recipient's Full Corporate Name Here:

Funding Recipient hereby affirms that it has read all of the provisions provided in the Funding and Security Agreements (the "Agreements") of the City of New York (the "City"), and acknowledges its obligation to abide by the terms and requirements set forth in the Agreements with respect to the procurement of the City-Funded Equipment and/or Vehicles.

Funding Recipient shall purchase City-Funded Equipment, Vehicles and/or procure other services for the costs of which Funding Recipient intends to seek reimbursement from the City from the vendor(s) whose bid(s) provide the most advantageous combination of price, quality and fitness for the intended purpose. Before purchasing the City-Funded Equipment or procuring services for the costs of which Funding Recipient intends to seek reimbursement from the City, as authorized by the Project Budget approved by the City, Funding Recipient shall make a reasonable effort to obtain bids from three (3) vendors and shall accept the lowest bid for all items to be reimbursed by the City.

- 1) **Bid Requirement:** Has your organization received bids from at least three (3) vendors with respect to all of the City-Funded Equipment and/or Vehicles noted in the Project Budget?

Yes ___ No ___

- a. If Yes, please attach a list with the names of at least three (3) vendors and prices. (Please label as Attachment 1.)
b. If No, please attach a written explanation why your organization does not have three (3) vendors.

- 2) **Vendor Selection Rationale:** Has your organization accepted the lowest bid with respect to all of the City-Funded Equipment and/or Vehicles noted in the Project Budget?

Yes ___ No ___

- a. If No, please select the reason below that best matches your organization's rationale and also attach a written explanation why your organization did not choose the lowest bidder. (Please label as Attachment 2.)
___ Product specification(s) best met organization's needs.
___ Needed to match compatibility with existing equipment and/or vehicles.
___ Sole provider or manufacturer of necessary item.
___ Pursuant to a City, State or National Purchasing Contract.
___ Other reason: _____

- 3) **Vendor Identification:** Please identify the vendors that your organization has chosen or intends to select for the project.

- a. **Note: Must attach a list of all the vendors** your organization has chosen to use with this affirmation. (Please label as Attachment 3.)

- 4) **Vendor Affiliation:** Are the selected vendors affiliated to your organization and/or any of your organization's staff?

Yes ___ No ___

- a. If Yes, did you first obtain the City's written approval? If so, please explain how the transaction consists of an arms-length transaction. (Please label as Attachment 4.)

I solemnly declare and affirm under penalties of perjury that the contents of this affirmation and its attachments are true and correct to the best of my knowledge and information. I also hereby affirm that I am the Chief Financial Officer of the Funding Recipient and that I possess the legal authority to make this affirmation on behalf of the Funding Recipient.

FUNDING RECIPIENT'S
CHIEF FINANCIAL OFFICER:

By: _____
Name: _____
Title: _____
Date: _____

Subscribed and sworn to before me:

This ____ day of _____, 20__

Notary Public

Commission Expires: _____, 20__

NYC Department of Design and Construction

Procurement Affirmation Form

ACME Cultural Center, Inc.

Sample scenario that only requires Attachments 1 & 3 from the Procurement Affirmation Form, since the Funding Recipient received bids from three vendors and selected the vendor that submitted the lowest bid.

Attachment 1

We received bids from three vendors for the Computer Equipment that was purchased

Vendor	Price
Dell	\$48,000.00
HP	\$49,000.00
Apple	\$50,000.00

Attachment 3

We decided to purchase the equipment from Dell.

NYC Department of Design and Construction

Procurement Affirmation Form

XYZ Center for the Elderly – Mobile Medical Van Purchase

Sample scenario that requires Attachments 1, 2, & 3 from the Procurement Affirmation Form, due to the Funding Recipient not obtaining bids from three vendors or not selecting the vendor that submitted the lowest bid. Explanations are provided, as to why the Funding Recipient did not go through the standard process.

Attachment 1

XYZ Center for the Elderly did not receive three bids, because the mobile medical van was built to meet the unique specification required by our organization to deliver its specialized program services. The vehicle as designed is custom built and does not exist in a normal retail environment.

Attachment 2

The lowest bid was not selected, because the vehicle was built to our organization's specification by the manufacturer who specializes in custom built vehicles.

Attachment 3

XYZ Center for the Elderly chose ABC Specialty Vehicles

DISCRETIONARY CAPITAL AWARD								Sheet No. _____
PAYMENT REQUISITION: Part A								
TITLE OF AWARD: _____				NAME OF ORGANIZATION: _____				
ORGANIZATION'S ADDRESS: _____								
AWARD REGISTRATION NO.: _____		FMS ID: _____		AWARD REGISTRATION DATE: _____				
REQUISITION NO.: _____		PAY PERIOD: FROM: _____ TO _____		AWARD AMOUNT \$ _____		PAYMENT TYPE: PARTIAL _____ FINAL _____		
A	B	C	D	E F		G	H	I
Item No.	DESCRIPTION	TOTAL SCHEDULED VALUE*	ADJUSTED VALUE**	WORK COMPLETED		TOTAL COMPLETED TO DATE (E+F)	% (G/D)	BALANCE TO FINISH
				FROM PREVIOUS APPLICATIONS	THIS PERIOD			
1								
2								
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SUBTOTALS (THIS SHEET)		\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -
TOTALS (LAST SHEET)								

RECEIVED FROM CONTRACTOR BY: _____ [DDC CONTRACT MANAGER] DATE: _____

* Funding Agreement Amount ** Invoice Amount

Notes on Payment Requisition Form A

1. Submit this document to DDC as an Excel file.
2. **Pay Period** covers the timeframe from the date of the invoice to the date the payment was cleared. If the reimbursement request contains multiple invoices, then the pay period ranges from the earliest invoice date to the latest payment cleared date.
3. **Payment Type** must be checked Final, as only one Reimbursement Request is allowed per award.
4. In the **Description** column, enter the type, make, model, and quantity of each item, based on the Schedule A Budget in the Funding Agreement (additional pages are provided). If a purchased item (e.g. HP Pavilion TP01-2255t Desktop Computer) differs from the budgeted item (e.g. Dell OptiPlex 7050), then enter the details of the purchased item and after that, in parenthesis within the same cell, enter the details of the budgeted item it replaced. See below for an example:

DESCRIPTION	TOTAL SCHEDULED VALUE*	ADJUSTED VALUE**
HP Pavilion TP01-2255t Desktop Computer Qty 50 (replaces Dell Optiplex 7050 Desktop Computer Qty 50)	\$62,500.00	\$60,000.00

5. Provide an explanation for the item change (e.g., discontinued model number/item), as per Note #4 above, on a separate email or memo. While the make and model of a purchased item may differ from the budget, the quantities cannot, unless you are ordering fewer items than what was stated on the budget.
6. The **Scheduled Value** is the dollar amount of each budgeted item from the Schedule A Budget Spreadsheet in the Funding Agreement.
7. The **Adjusted Value** is the dollar amount for each purchased item.
8. The **From Previous Applications** amount is left blank, as there will only be one reimbursement request per award.
9. The amount entered for the **This Period** column will be equal to the **Adjusted Value** for each item.
10. If the **Adjusted Value** total exceeds the **Award Amount**, the DDC Project Manager will make an adjustment to the **Adjusted Value** total, so that it equals the **Award Amount**.
11. The **Title of Award, Award Registration Number, FMS ID, Award Registration Date, & the Requisition No.** will be provided by the DDC Project Manager upon notification of registration.
12. This document is signed and dated by the DDC Project Manager.

Sheet No: ____ 1 of 1 ____

DISCRETIONARY CAPITAL AWARD
PAYMENT REQUISITION: Part A

TITLE OF AWARD: ____ Purchase of IT Equipment ____ NAME OF ORGANIZATION: ____ ABC Center for the Youth, Inc. ____

ORGANIZATION'S ADDRESS: ____ 123 Main Street, New York, NY 10001 ____

AWARD REGISTRATION NO.: ____ 20211426789 ____ FMS ID: ____ PWDNABCCY ____ AWARD REGISTRATION DATE: ____ 2/1/2021 ____

REQUISITION NO.: ____ 1 ____ PAY PERIOD: FROM: ____ 11/1/2020 ____ TO ____ 3/21/2021 ____ AWARD AMOUNT \$ ____ 37,573 ____ PAYMENT TYPE: PARTIAL ____ FINAL X ____

A	B	C	D	E	F	G	H	I
Item No.	DESCRIPTION	TOTAL SCHEDULED VALUE*	ADJUSTED VALUE**	WORK COMPLETED		TOTAL COMPLETED TO DATE (E+F)	% COMPLETED (G/D)	BALANCE TO FINISH (D-G)
				FROM PREVIOUS APPLICATIONS	THIS PERIOD			
1	HP LaserJet Pro Printer All in One MFP T20220310.0001 Qty 4; \$349.99 per unit	\$ 1,399.96	\$ 1,399.96		\$ 1,399.96	\$ 1,399.96	100%	\$ -
2	HP LaserJet Pro Printer All in One MFP T20220406.0005 Qty 1; \$520.98 per unit	\$ 520.98	\$ 520.98		\$ 520.98	\$ 520.98	100%	\$ -
3	Canon LiDE Flatbed Scanner T20220406.0005 Qty 4; \$199.99 per unit	\$ 799.96	\$ 799.96		\$ 799.96	\$ 799.96	100%	\$ -
4	HP EliteDesk 800 SFF PC with LG 24" Monitor Qty 25; \$1,391.18 per unit (replaces 21.5-inch iMac with Retina 4K display Qty 25)	\$ 34,851.75	\$ 34,779.50		\$ 34,779.50	\$ 34,779.50	100%	\$ -
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
	SUBTOTALS (THIS SHEET)	\$ 37,572.65	\$ 37,500.40	\$ -	\$ 37,500.40	\$ 37,500.40		\$ -
	TOTALS (LAST SHEET)							

RECEIVED FROM CONTRACTOR BY: _____ [DDC CONTRACT MANAGER] DATE: _____

* Funding Agreement Amount ** Invoice Amount

DEPARTMENT OF DESIGN AND CONSTRUCTION
DISCRETIONARY CAPITAL AWARD

PAYMENT REQUISITION: FORM C

Title of Award Agreement: _____ Payment No. _____

Award Registration No. _____ FMS ID: _____

(Organization to attach Part A and complete Lines 1-6 and Organization's Certificate)

1. ORIGINAL FUNDING AGREEMENT AWARD AMOUNT	\$ _____
2. ANY NET CHANGE	\$ _____
3. AWARD AGREEMENT AMOUNT TO DATE (1 + or - 2)	\$ _____
4. TOTAL COMPLETED (Column G on Part A)	\$ _____
5. LESS TOTAL OF ALL PREVIOUSLY APPROVED PAYMENT REQUISITIONS	\$ _____
6. CURRENT PAYMENT DUE	\$ _____
7. AMOUNT WITHHELD BY RE/PM	\$
REASONS:	
8. PAYMENT DUE	\$ _____
9. AMOUNT WITHHELD BY EAO	\$
REASONS:	
10. PAYMENT AMOUNT APPROVED BY EAO	\$ _____
11. AMOUNT WITHHELD BY CFO	\$
REASONS:	
12. PAYMENT AMOUNT APPROVED BY CFO	\$ _____

ORGANIZATION'S CERTIFICATE

The undersigned Organization certifies that all items, units, quantities and material shown on this requisition is correct; that all work has been performed and material supplied in full accordance with the terms and conditions of the Funding Agreement between the Department of Design and Construction of the City of New York and (Organization) dated _____, 20____, and all authorized changes thereto; that all Funding Agreement reports are attached; and that the above is a true and correct statement of the Funding Agreement account up to and including the last day of the period covered by this requisition and that no part of the "Current Payment Due" has been received.

Signature _____ Federal taxpayer I.D. # _____
Name (Print) _____ Date _____
Title (Print) _____

PROJECT MANAGER'S CERTIFICATE

I certify that I have verified this requisition and that to the best of my knowledge and belief it is a true and correct statement of the materials supplied by the Organization and that all work and material included in this estimate has been inspected by me or my duly authorized assistants and has been found to comply with the terms and conditions of the corresponding Funding Agreement and authorized changes thereto.

Signature _____ Date: _____
Name (Print) _____
Title (Print) _____

Notes on Proof of Payment for Invoices

The funding recipient must provide documentation showing that the invoices were paid in full. Below is a list of acceptable forms of proof of payment.

Payment Type	Notes
Cancelled Check	Both the front and back of the check must be scanned, along with the financial institution's stamp on the back of the check, showing that the check was cleared. See the example below.
Electronic Wire Transfer/ACH/Debit Card Payment	The Funding Recipient must provide a copy of the bank statement showing the transaction(s).
Credit Card	The Funding Recipient must provide a copy of the credit card statement showing the transaction(s), along with a copy of the cancelled check showing that the statement balance was paid in full.

Screenshots from the group's internal invoicing and payment system showing an invoice was paid, is not an acceptable form of proof of payment. If the group can not locate any proof of payment for an invoice, then they must obtain a letter, referencing the invoice number(s) and dollar amount and signed by the vendor's accounting department, confirming the invoice(s) was paid.

Sample Cancelled Check





ATTORNEY EQUIPMENT LIEN ATTESTATION FORM
RE: RECORDATION AND PERFECTION OF THE CITY'S SECURITY INTEREST IN CITY-FUNDED EQUIPMENT
PURSUANT TO DDC'S FUNDING / SECURITY AGREEMENTS & ARTICLE 9 OF THE UNIFORM COMMERCIAL CODE ("UCC")

PROJECT / CLIENT INFORMATION:

FUNDING RECIPIENT: _____
FUNDING AGREEMENT DATED AS OF _____, 20__ / SECURITY AGREEMENT DATED AS OF _____, 20__
EQUIPMENT FUNDING AMOUNT: \$ _____

FORM INSTRUCTIONS:

This form requires the Funding Recipient's attorney to attest that the Funding Recipient has complied with the requirements set forth in DDC's Funding and Security Agreement in order to secure a perfected security interest for the City pursuant to Article 9 of the UCC with respect to the City-Funded Equipment and other Collateral covered by the Security Agreement.

- The City's UCC-related requirements that apply to the completion of this form are specified in DDC's UCC Guidelines attached to this form.
- (Note: Capitalized terms included in this form are defined in the City's Funding and Security Agreement.)

FUNDING RECIPIENT'S ATTORNEY INFORMATION:

ATTORNEY NAME: _____
First Name Last Name
Work as: ☐ In-house Counsel for the Funding Recipient ☐ Law Firm Representing Client
Law Firm or Company Name: _____
Contact Information: _____
Address City State Zip Code
Telephone Number Email Address

LIEN SEARCH REPORT:

- Attach Lien Search Report: Pursuant to Section 2.03(b) of the Funding Agreement, please attach to this form a copy of the UCC, judgment and tax lien search conducted by a reputable title company or other established Lien search company reasonably satisfactory to the City dated not more than thirty (30) days prior to the date of the Funding Agreement, which should evidence that there are no Liens on the City-Funded Equipment and other Collateral covered by the Security Agreement except Liens in favor of the City and Permitted HUD Liens.
- This lien search should specifically use the full legal name of the Funding Recipient as delineated in the Funding Agreement.

ATTESTATION:

As the attorney that is representing the above-mentioned Funding Recipient with the compliance of the UCC condition precedent requirements to the City's disbursement of City Funding pursuant to Section 6.02 of DDC's Funding Agreement, I attest, in reliance on the accuracy of the UCC, tax and judgment lien search report by a reputable title company or other established lien search company performed under the Funding Recipient's complete and official corporate name as found on file with the New York State Department of State and the Funding Recipient's representations relating to its UCC liens, tax liens and judgments, that: **(Check all applicable.)**

☐

Judgments and Tax Liens, as applicable:

- The Funding Recipient has addressed and satisfied any and all pending judgments and tax liens, and has properly filed the necessary paperwork to remove any such Liens with the court and/or has submitted the requisite payment(s) to the appropriate Federal, State and/or City government offices.

☐

UCC-3 Amendment Statement(s), as applicable:

- The Funding Recipient has properly filed with the appropriate office of the New York State Department of State ("NYSDOS") the necessary UCC amendment financing statement form(s) ("UCC-3") required to terminate of record any Liens on the City-Funded Equipment and other Collateral covered by the Security Agreement, except Liens in favor of the City and Permitted HUD Liens.
- The amendment statement(s) utilized the City's required provisions and template exhibit (as noted in DDC's UCC Guidelines), and will serve to carve-out the City's security interest in the City-Funded Equipment and ensure the perfection of the City's security interest.
- Moreover, any and all competing liens with the Dormitory Authority of the State of New York ("DASNY") have also been amended with UCC-3 amendment statements.
- Attach a copy of each UCC-3 Amendment Statement(s) filed with the NYSDOS.



<p align="center">ATTORNEY EQUIPMENT LIEN ATTESTATION FORM</p> <p align="center">RE: RECORDATION AND PERFECTION OF THE CITY'S SECURITY INTEREST IN CITY-FUNDED EQUIPMENT PURSUANT TO DDC'S FUNDING / SECURITY AGREEMENTS & ARTICLE 9 OF THE UNIFORM COMMERCIAL CODE ("UCC")</p>
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☐

Permitted HUD Lien Subordination Agreement(s), as applicable:

- The Funding Recipient has executed the template HUD and City approved subordination agreement with HUD and the HUD-insured lender(s) as listed in Schedule V of the Funding Agreement for the project (and as explained in DDC's UCC Guidelines.)
- The Funding Recipient has also ensured that the subordination agreement(s) has/have been properly filed as an UCC-3 amendment statement(s) against the competing HUD-related UCC lien(s) on file with the NYSDOS.
- **Attach a copy of each UCC-3 amendment statement(s) filed with the NYSDOS.**

☐

Mandatory UCC-1 Financing Statement:

- Upon first clearing any and all competing Lien interests (as listed above on this form), the Funding Recipient has properly filed with the appropriate office of the NYSDOS a Financing Statement Form ("UCC-1") with respect to City-Funded Equipment covered by the Reimbursement Request and other Collateral covered by the Security Agreement. Pursuant to the requirements of the City's Funding and Security Agreements, this UCC-1 filing will serve to perfect the City's security interest in the City-Funded Equipment, as any and all competing Liens on file with the NYSDOS have either been satisfied, amended or subordinated as above-noted.
- The UCC-1 financing statement must:
 - use the City's required provisions and template exhibit language (as shown in the sample provided in DDC's UCC Guidelines); and
 - include a DDC-approved equipment exhibit from DDC's Project Manager based on the payment requisition for the equipment reimbursement submitted to DDC by the Funding Recipient.
- **Attach a copy of the UCC-1 financing statement(s) filed with the NYSDOS.**

As checked-off above, I hereby attest that, in my opinion, the following items have been properly addressed, recorded and/or validly executed: the UCC-1 financing statement; satisfaction of judgment(s) (as applicable); release or withdrawal of tax lien(s) (as applicable); Permitted HUD Lien subordination agreement(s) (as applicable); and/or UCC-3 amendment statement(s) (as applicable). I certify under penalty of perjury that the foregoing information is true and correct.

Attorney Signature

Date



EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

DATE (MM/DD/YYYY)

THIS EVIDENCE OF COMMERCIAL PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

PRODUCER NAME, CONTACT PERSON AND ADDRESS		PHONE (A/C, No, Ext):	COMPANY NAME AND ADDRESS		NAIC NO:
FAX (A/C, No):		E-MAIL ADDRESS:	IF MULTIPLE COMPANIES, COMPLETE SEPARATE FORM FOR EACH		
CODE		SUB CODE:	POLICY TYPE		
AGENCY CUSTOMER ID #:		LOAN NUMBER		POLICY NUMBER	
NAMED INSURED AND ADDRESS		EFFECTIVE DATE	EXPIRATION DATE	CONTINUED UNTIL TERMINATED IF CHECKED	
ADDITIONAL NAMED INSURED(S)		THIS REPLACES PRIOR EVIDENCE DATED:			

PROPERTY INFORMATION (Use REMARKS on page 2, if more space is required) ☐ BUILDING OR ☐ BUSINESS PERSONAL PROPERTY

LOCATION / DESCRIPTION

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION		PERILS INSURED			BASIC	BROAD	SPECIAL	DED:
COMMERCIAL PROPERTY COVERAGE AMOUNT OF INSURANCE: \$								
		YES	NO	N/A				
<input type="checkbox"/> BUSINESS INCOME	<input type="checkbox"/> RENTAL VALUE				If YES, LIMIT:		Actual Loss Sustained; # of months:	
BLANKET COVERAGE					If YES, indicate value(s) reported on property identified above: \$			
TERRORISM COVERAGE					Attach Disclosure Notice / DEC			
IS THERE A TERRORISM-SPECIFIC EXCLUSION?								
IS DOMESTIC TERRORISM EXCLUDED?								
LIMITED FUNGUS COVERAGE					If YES, LIMIT:		DED:	
FUNGUS EXCLUSION (If "YES", specify organization's form used)								
REPLACEMENT COST								
AGREED VALUE								
COINSURANCE					If YES, %			
EQUIPMENT BREAKDOWN (If Applicable)					If YES, LIMIT:		DED:	
ORDINANCE OR LAW - Coverage for loss to undamaged portion of bldg					If YES, LIMIT:		DED:	
- Demolition Costs					If YES, LIMIT:		DED:	
- Incr. Cost of Construction					If YES, LIMIT:		DED:	
EARTH MOVEMENT (If Applicable)					If YES, LIMIT:		DED:	
FLOOD (If Applicable)					If YES, LIMIT:		DED:	
WIND / HAIL INCL <input type="checkbox"/> YES <input type="checkbox"/> NO Subject to Different Provisions:					If YES, LIMIT:		DED:	
NAMED STORM INCL <input type="checkbox"/> YES <input type="checkbox"/> NO Subject to Different Provisions:					If YES, LIMIT:		DED:	
PERMISSION TO WAIVE SUBROGATION IN FAVOR OF MORTGAGE HOLDER PRIOR TO LOSS								

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

<input type="checkbox"/> MORTGAGEE	<input type="checkbox"/> CONTRACT OF SALE	LENDER SERVICING AGENT NAME AND ADDRESS
<input type="checkbox"/> LENDERS LOSS PAYABLE		
NAME AND ADDRESS		AUTHORIZED REPRESENTATIVE

EVIDENCE OF COMMERCIAL PROPERTY INSURANCE REMARKS - Including Special Conditions (Use only if more space is required)



UCC/LIEN SEARCH REPORT

Report Date: [REDACTED]

Project/Client Reference: [REDACTED]

NAME SEARCHED: [REDACTED]

JURISDICTION: [REDACTED]

SEARCHED:	THROUGH:	FINDINGS:
Uniform Commercial Code / Fixture Filings	[REDACTED]	[REDACTED]
Federal Tax Liens	[REDACTED]	[REDACTED]
State Tax Liens	[REDACTED]	[REDACTED]
Abstract of Judgment Liens	[REDACTED]	[REDACTED]

Note: In compliance with Revised Article 9, the government agencies providing these results may have included terminated and/or lapsed filings. However, if copies were retrieved, then only copies of active filings were obtained unless otherwise directed.

DETAILED FINDINGS:

[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

PLEASE SEE ATTACHED COPIES

- 1 -

Information contained in this report was obtained directly from public records that are maintained by government officials. [REDACTED], [REDACTED] in no way undertakes or assumes any part of the customer's business, legal, or similar risks, and does not guarantee the accuracy, completeness, or timeliness of the information provided, and shall not be liable for any losses or injuries whatsoever resulting from any contingency beyond its control, or from negligence, regardless of the cause.

000077


NEW YORK STATE									
Title and Identification No.		Year	Make	Model Code	Body/Hull	* * LIENS * *			
[REDACTED]		2019	FORD	N/A	SUBN	Document No. [REDACTED]			
Color	Wt./Sts./Lgth.	Fuel	Cyl./Prop.	New or Used	Type of Title	Date Issued			
WH	9090	GAS	10	NEW	VEHICLE	[REDACTED]			
Name and Address of Owner(s)			ODOMETER READING:			00041			
[REDACTED]			ACTUAL MILEAGE			00041			
<p>This document is your proof of ownership for this vehicle, boat or manufactured home. Keep it in a safe place, not with your license or registration or in your vehicle or boat. To dispose of your vehicle, boat or manufactured home, complete the transfer section on the back and give this title to the new owner.</p>									
Lienholder					Lienholder				
NYC DEPT OF DESIGN & CONSTRUCTION 30-30 THOMSON AVE LONG ISLAND CITY NY 11101					01				
Lienholder					* ONE LIEN RECORDED *				
* ONE LIEN RECORDED *					* ONE LIEN RECORDED *				



VOID IF ALTERED


VOID IF ALTERED

DEPARTMENT OF MOTOR VEHICLES


MV-999 (1/15)



 **DON'T PEEL STICKER FROM FRONT - SEE BACK!**

 12/31/18






12 2016 CHEVR SUBN 15076EV AMB 6 G **18**



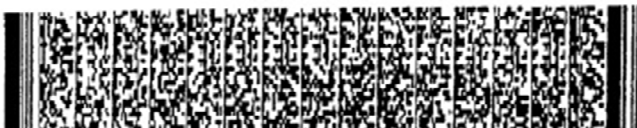
NEW YORK STATE REGISTRATION DOCUMENT

NY-2027R (1/18)

G AMB
15076EV
2016 CHEVR NONTRANSFERABLE
SUBN WH/BL 
010064 D 8  DEC 01 2017
Wt/Seats Fuel/Cyl EDE HSBC1B
 Expires 12/31/18
 EXEMPT
ANNUAL CHG
AMT PAID (INCL AD & FES) 0.00
VOID IF ALTERED EXCEPT FOR ADDRESS


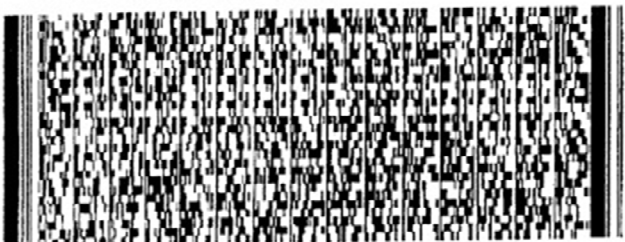
wob

Sample NYS Insurance Identification Card

NEW YORK STATE INSURANCE IDENTIFICATION CARD		THIS ID CARD MUST BE CARRIED IN THE INSURED VEHICLE FOR PRODUCTION UPON DEMAND
888 NYS DMV TEST MUTUAL Name & Address of Issuer DMV All Lines Agency 6 Empire State Plaza Albany NY 12228 An authorized NEW YORK insurer has issued an Owner's Policy of Liability Insurance complying with Article 6 (Motor Vehicle Financial Security Act) of the NEW YORK Vehicle and Traffic Law to:	Policy Number NYPOLICY12345 Effective Date Expiration Date 12/11/2000 12/11/2001 12:01 a.m. 12:01 a.m. (Not acceptable to obtain registration after 45 days from effective date.) Applicable with respect to the following Motor Vehicle: 2001 FERRA Year Make NYDMVIN123456789 Vehicle Identification Number	<p>WARNING: Any person who issues or produces an ID card knowing that an Owner's Policy of insurance is not in effect may be committing a misdemeanor. In addition, a person who presents an ID card if insurance is not in effect may be committing a misdemeanor.</p> <p>The name of the registrant and the name of the insured must coincide.</p> <p>REPLACEMENT VEHICLE NOTATION: DMV WILL ONLY PROCESS A VEHICLE CHANGE (RE-REGISTRATION) USING THE REPLACED VEHICLE'S CURRENT REGISTRATION.</p>
		FS-20

NEW YORK STATE INSURANCE IDENTIFICATION CARD		THIS ID CARD MUST BE CARRIED IN THE INSURED VEHICLE FOR PRODUCTION UPON DEMAND
888 NYS DMV TEST MUTUAL Name & Address of Issuer DMV All Lines Agency 6 Empire State Plaza Albany NY 12228 An authorized NEW YORK insurer has issued an Owner's Policy of Liability Insurance complying with Article 6 (Motor Vehicle Financial Security Act) of the NEW YORK Vehicle and Traffic Law to:	Policy Number NYPOLICY12345 Effective Date Expiration Date 12/11/2000 12/11/2001 12:01 a.m. 12:01 a.m. (Not acceptable to obtain registration after 45 days from effective date.) Applicable with respect to the following Motor Vehicle: 2001 FERRA Year Make NYDMVIN123456789 Vehicle Identification Number	<p>WARNING: Any person who issues or produces an ID card knowing that an Owner's Policy of insurance is not in effect may be committing a misdemeanor. In addition, a person who presents an ID card if insurance is not in effect may be committing a misdemeanor.</p> <p>The name of the registrant and the name of the insured must coincide.</p> <p>REPLACEMENT VEHICLE NOTATION: DMV WILL ONLY PROCESS A VEHICLE CHANGE (RE-REGISTRATION) USING THE REPLACED VEHICLE'S CURRENT REGISTRATION.</p>
		FS-20

FAX: Scannable Bar Code



FAX INSTRUCTIONS:

1. The entire page must be faxed.
2. If submitted to DMV, either the entire page or the second ID card and large scannable bar code will be retained.
3. A faxed ID card must be replaced with a scannable ID card within 14 days of the effective date.
4. DMV will not accept a faxed ID card without a scannable barcode.

Appendix 32-1

END OF HANDBOOK