

# NON-PROFIT REIMBURSEMENT PROGRAM HANDBOOK

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March 2021 VERSION

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# PART I: INTRODUCTION

The Non-Profit Reimbursement Program allows for the reimbursement of purchases made by not-for-profit groups. In order to be eligible for this program, the groups 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.

Also, please note that each section in this handbook contains checklists and corresponding attachments which may be used as an aid in preparing applications. The checklists outline the documents groups must submit, and the corresponding attachments are, generally, sample documents.



## OVERVIEW OF THE *NON-PROFIT REIMBURSEMENT PROGRAM*

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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. In order 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-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 for CP from OMB, apportioning the funding for reimbursement.

Once 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.) After the items have been purchased and the City's priority interests have been secured, the FR may 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.

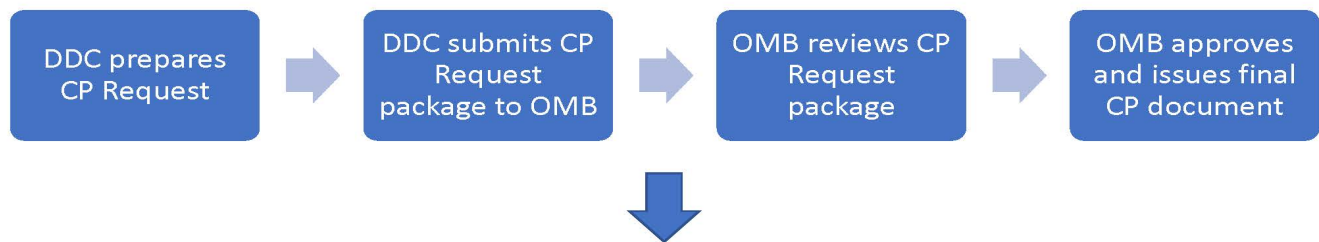
Throughout the entire registration and reimbursement process, FRs will work with their specific PMs for questions and concerns.

## WORKFLOW CHARTS

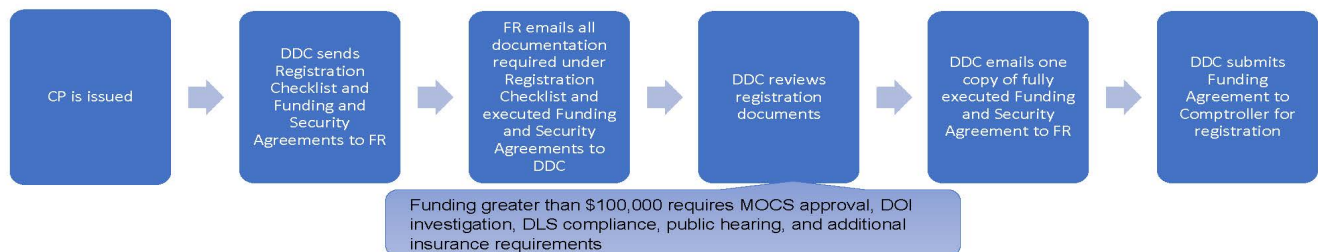
### PHASE 1: BUDGET REVIEW AND PRE-CERTIFICATE TO PROCEED (CP) WORKFLOW



### 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.**

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# 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 then 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 for CP from 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 documents.

## Project Types

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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 *Initial Scope Review Process* to ensure capital eligibility, pursuant to OMB's approval.

### A. Eligible Project Types

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#### 1. Vehicle Projects

- Eligible vehicles include:
  - Maintenance vehicles,
  - Refrigerator vehicles,
  - Ambulances, or
  - Passenger vehicles that seat at least 10 passengers.
- Minimum City contribution for Vehicle Projects is \$35,000. Effective July 1, 2020 for FY 2021 Awards and beyond, this amount will increase to \$50,000.
- 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 \$35,000. Effective July 1, 2020 for FY 2021 awards and beyond, this amount will increase to \$50,000.
- 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.
- 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 \$35,000 minimum cost threshold.
  - However, in the case of **Initial Outfitting Projects** (See Attachment 7), 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 \$35,000 minimum, (2) each item has a minimum cost of \$110 (Effective July 1, 2020 for FY 2021 Awards and beyond, this minimum amount will be \$165), and (3) the items are ordered within six months of occupancy.

Note: Initial Outfitting projects have a strict 6-month purchase window after first date 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 Letter** (see *Attachment 11*). If the real property is subject to a mortgage or a lien, the mortgage holder or lienholder must also acknowledge through a **Personalty Letter** that the items are not subject to the mortgage or lien.

## **B. Ineligible Project Types**

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- Cars or passenger vehicles that hold fewer than 10 people
- Training
- Laptops, tablets, iPads
- Mobile devices, including: cellphones, USB flash drives, iPods
- Maintenance / support services
- Warranties that have a separate line item cost associated with them.
- Disposable / consumable items, including: toner, paper, CDs, DVDs, badges, IDs, key fobs, batteries, mouse pads, light bulbs
- Spare parts / inventory / supplies / backup items
- Custom-made items / custom-fabricated items (including custom-fabricated furniture) / unique items (including entity-specific signage)
- Items with an estimated useful life of less than 5 years
- Maintenance equipment including: floor buffers, vacuum cleaners, snow and leaf blowing machines
- Carrying cases / storage cases
- Software subscriptions (typically require installment payments)



## 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](https://www1.nyc.gov/site/ddc/contracts/not-for-profit-forms_page)

Part A: Required Items for all Awards	
<input type="checkbox"/> <b>Budget Spreadsheet*</b>	<ul style="list-style-type: none"> <li>List all items purchased and their corresponding costs based on the price quotes.</li> </ul>
<input type="checkbox"/> <b>Updated Price Quotes</b>	<ul style="list-style-type: none"> <li>Quotes must clearly indicate the make, model, quantity, and cost of items to be purchased.</li> <li>Vehicle quotes must include full specifications.</li> </ul>
<input type="checkbox"/> <b>Purchase Dates of the Equipment/Vehicles</b>	<ul style="list-style-type: none"> <li>Enter actual or expected purchase dates in the Date Purchased column of the Budget Spreadsheet.</li> <li>If the expected date of purchase is not known, then enter TBD.</li> </ul>
<input type="checkbox"/> <b>Organization's Hours of Operation*</b>	<ul style="list-style-type: none"> <li>Provide the number of hours and days of the week when the organization is open for business.</li> </ul>
<input type="checkbox"/> <b>Frequency of Use of the Equipment/Vehicles*</b>	<ul style="list-style-type: none"> <li>Provide the number of hours and days of the week (or year) in which the equipment/vehicles will be used.</li> </ul>
<input type="checkbox"/> <b>Useful Life Statement*</b>	<ul style="list-style-type: none"> <li>If there are items that have varying lengths of useful life periods, then attach a spreadsheet listing each item and its applicable useful life period.</li> <li>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.</li> </ul>
<input type="checkbox"/> <b>Non-Discrimination Affirmation*</b>	<ul style="list-style-type: none"> <li>Organization name must be the exact full legal name.</li> </ul>
<input type="checkbox"/> <b>Letter of Operating Contracts with City Agencies Related to the Award*</b>	<ul style="list-style-type: none"> <li>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.</li> <li>If there are no operating contracts, then indicate that on your letterhead.</li> </ul>

Part B: Applicable Items for Specific Awards	
DDC will notify the organization which items, if any, applies to their award.	
<input type="checkbox"/> <b>Parking Facility Lease</b>	<ul style="list-style-type: none"> <li>If a vehicle is parked at a location (sidewalk parking is not allowed) not operated by the organization, then a lease or agreement from the parking facility must be provided.</li> </ul>
<input type="checkbox"/> <b>Information Management Systems (ISM) Questionnaire*</b>	<ul style="list-style-type: none"> <li>Answer questions about the functionality and connectivity of equipment systems.</li> <li>Visual representation of how the system components are connected, in the form of an Equipment Systems Diagram, should also be included.</li> </ul>
<input type="checkbox"/> <b>Initial Outfitting Affirmation*</b>	<ul style="list-style-type: none"> <li>Applies to awards that are outfitting a newly purchased, leased, renovated, or constructed facility.</li> <li>Include all required attachments as stated on the form.</li> </ul>
<input type="checkbox"/> <b>Hospital Equipment Letter*</b>	<ul style="list-style-type: none"> <li>Affirmation that the medical equipment to be purchased meets specific eligibility requirements by the City.</li> </ul>
<input type="checkbox"/> <b>Training Cost Removal Letter</b>	<ul style="list-style-type: none"> <li>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.</li> </ul>
<input type="checkbox"/> <b>Software Checklist*</b>	<ul style="list-style-type: none"> <li>If there is software associated with an equipment purchase, then list each product and whether the software license is transferrable by its terms. Refer to the licensor's End Use License Agreement for further details.</li> </ul>
<input type="checkbox"/> <b>Software Acknowledgement Letters*</b>	<ul style="list-style-type: none"> <li>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.</li> </ul>
<input type="checkbox"/> <b>Personalty Agreements*</b>	<ul style="list-style-type: none"> <li>If equipment is minimally attached to the premises, then an agreement must be provided from the landlord, lender, and/or lienholder stating that the equipment is not a fixture and considered part of the real property.</li> </ul>
<input type="checkbox"/> <b>DASNY &amp; HUD-Related Liens</b>	<ul style="list-style-type: none"> <li>An acknowledgement letter is required from private HUD-insured lenders, agreeing to submit the Subordination Agreement.</li> <li>List all relevant and applicable DASNY and HUD-insured security interests/liens.</li> <li>For more information, see the DDC UCC Guidelines</li> </ul>

Please refer to DDC's Not for Profit Reimbursement Program page at [https://www1.nyc.gov/site/ddc/contracts/not-for-profit\\_page](https://www1.nyc.gov/site/ddc/contracts/not-for-profit_page) for more information.

## Explanatory notes on the Budget & Pre-CP *Checklist*

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Notes 1 through 9 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 that will be purchased under the Project. See Attachments 1 for samples.
3. **Updated quotes corresponding to the items listed on the Budget:** Price quotes 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 Attachments 2 for samples.
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. If items have been purchased, FR should enter the dates of purchase into Schedule A. Otherwise, the group should enter the estimated purchase date.
5. **General Operating Hours of the Organization:** Operating Hours are the daily hours FR is open for business. See Attachment 3 for a sample.
6. **Frequency of Use of the City-Funded Equipment and/or Vehicles:** Frequency of Use should list the days and hours the vehicle/equipment will be used during the week (e.g. Mondays through Fridays from 9am-5pm). These hours and days must match what was entered in the original application in Cap Grants. If they do not match, FR must provide letter explaining reason for change and/or discrepancy. See Attachment 3 for a sample.
7. **Useful Life Statement:** The Useful Life Statement affirms that all vehicle/equipment purchased will have a minimum useful life of 5 years from the date of reimbursement. See Attachment 4 for a sample. 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. The Useful Life Statement, which includes this certification, is available on the DDC Not-for Profit website. If equipment has varying degrees of useful life, then attach a spreadsheet to the statement listing each item and their respectful usefulness.
8. **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 sample.
9. **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 Attachments 6 for sample letters.



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

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Notes 10 through 18 are applicable to specific awards

- 10. Parking Facility Lease:** Only applies to vehicle awards, if a vehicle that is being purchased, will be parked in a facility that is not operated by the funding recipient.
- 11. Completed ISM Questionnaire:** ISM Questionnaire applies only to IT Equipment projects. Please attach Equipment System Diagram and any other applicable documents. See Attachment 7 for a sample.
- 12. Initial Outfitting Affirmation:** Applicable only to projects for the outfitting of newly occupied facilities within six months of use. See Attachment 8 for a sample. Additional documents must be submitted with this form. (e.g. copy of the lease, floor plan, statement of work for construction, etc.).
- 13. Hospital Equipment Letter:** Applicable only for purchases of medical equipment. Refer to Attachment 9 for the template letter explaining the requirements for hospital purchases.
- 14. 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.
- 15. 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 sample. Licenses executed by the licensor must be freely transferrable. If licenses are not freely transferrable, the licensor must execute a Software License Assignment agreement.
- 16. Preliminary Software License Letters:** If licenses are not freely transferrable, a preliminary software license letter is required from the licensor for OMB review during the Budget and Pre-CP phase. See Attachment 12 for a sample. The licensor must execute a Software License Assignment agreement prior to reimbursement.
- 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 Letter 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 13 for a sample. 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 14) is required agreeing to submit the Personalty (See Attachment 13) and Subordination Agreement (See Attachment 15), along with an amended financing statement (UCC-3 Amendment Statement), prior to reimbursement. For DASNY only liens (See Attachment 14), only the UCC-3 is required, prior to reimbursement. Refer to the UCC Guidelines, beginning on Page 65 for more information.

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#### Notes on Schedule A Budget Template

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1. FR's *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 *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 (see *Page 10*) or the total dollar amount of the items exceeds the Funding Allocation Amount, the relevant amounts will be placed in the *Non-City Funded* column. FR will be responsible for amounts in the *Non-City Funded* column.
4. *Location* 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 letter on letterhead confirming the change in address.
5. In equipment projects only, this question asks whether the equipment is minimally attached to the property. If the equipment is minimally attached, a *Personalty Letter for Attached Property* (see *Attachment 13*) is required.
6. In equipment projects purchasing software, this question asks whether a *Software License Agreement* from the Licensor (see *Attachment 11*) is required.
7. *DDC Contract Not to Exceed Amount* will be the lesser between the City-Funded amount and the Funding Allocation amount.
8. In the *Funding Sources* section, the *City Budget* amount is the *DDC Contract Not to Exceed Amount*. The FR amount is the difference between the sum amount in the *Total* column and the *City Budget* amount.
9. The *SharePoint ID*, *Project ID*, & *FMS Budget Line* codes will be provided by the DDC PM.

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

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

Sharepoint ID: 11-111111-B1111

Project ID	ABCDEFG
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<b>Funding Allocation:</b>	<b>\$53,000</b>
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Description	Make & Model	Quantity	Unit Cost	City Funded	Non-City Funded	Total	Date Purchased	Parking location
15 Passenger Van	Ford 2020 Transit 350 XLT	1	\$52,607	\$52,607		\$52,607	4/25/2020	123 Main Street, New York, NY 1000
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

<b>Funding Allocation:</b>	<b>\$70,000</b>
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Description	Make & Model	Quantity	Unit Cost	City Funded	Non-City Funded	TOTAL	Date Purchased	Location	Attached Y/N	Software License Agreement	Detailed Narrative
Laser Scalpel	Lumens 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 (HLMN601)	\$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

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**New 2013 Starcraft Allstar**  
**Ford Starcraft Allstar 12 Passengers And 2 Wheelchairs S05928 SALE PENDING**



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**Item Details**

Exterior Color:	White
Stock Number:	S05928
Odometer:	New
Engine:	Ford 6.8 Liter V10 Gas
Transmission:	Ford 5-Speed Automatic
Canadian	Yes
Admissible:	
Passengers:	12
Our Price:	\$52,517

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Safety is the primary focus at Starcraft Bus, from the 3,000 lbs. seat-pull test to the rigorous 7-year/200,000 mile Altoona testing, passengers can be assured that the Allstar surpasses the most stringent testing. Bus operators can relax knowing that the fully welded steel cage construction offers the best passenger protection.

Performance is not measured by how fast the bus will go, but rather by passenger comfort. The Allstar features straight side wall construction that maximizes passenger shoulder space and the widest aisle in the industry.

Durability does not come easy or quickly. The Allstar has been time tested for close to a decade. The 22,000-plus Starcraft buses on North America's roads offer a billion reasons why the Allstar has become a favorite, and those reasons are called miles. The Allstar is engineered to accommodate a variety of seating arrangements including wheelchair accessibility and various storage options for luggage.

**Standard Exterior Features:**

- Fully welded steel cage construction meeting all applicable FMVSS requirements
- "Starview" drivers visibility window in front of entry door
- Electric actuated passenger entry door with full length glass

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1/2

1/9/2015

Ford Starcraft Allstar 12 Passengers And 2 Wheelchairs S05828-New2013StarcraftAllstar

5/7/2019  
Page 14

- 36" wide x 36" high upper double T-Slider tempered safety glass windows with climate control tint
- Black powder coated steel rear bumper
- Rear mud flaps
- Pre-painted white aluminum side, rear walls, skirts
- One-piece seamless FRP (fiberglass reinforced plastic) roof
- Breakaway rearview mirrors with built-in convex
- Sealed LED stop, tail and turn signal lights with incandescent reverse lights
- Exterior graphics package

**Standard Interior Features:**

- 93" Interior width
- 80" Interior floor to ceiling height with standard floor (raised floor is 75")
- Floor and wall seat track for flexible seating
- Black non-skid flooring
- 5/8" exterior grade plywood flooring
- Ceiling and rear wall fabric for sound abatement
- FRP (fiberglass reinforced plastic) sidewalls for ease of cleaning
- White step nosing
- 1.25" left hand vertical passenger assist rail at entry door
- Printed circuit board with automotive type fuses and LED trouble shooting lights
- Entry door step well lights
- Incandescent driver and passenger area lighting

**Conversion Features:**

- Ford E350 Dual Rear Wheel Chassis
- Ford 6.8 Liter V10 Gas Engine
- Ford 5-Speed Automatic Transmission with Tow/Haul Mode
- 225 Amp Alternator
- Grey FRP Sidewall
- Grey Cloth Rearwall and Ceiling
- Grey Padded Vinyl Driver Area
- Gerflor Sirius Graphite Black Flooring
- Dual Compressor 68,000 BTU A/C System
- OEM Dash A/C & Heat
- Rear 35,000 BTU Passenger Heat
- Electric Passenger Entry Door
- Rear Door, No Window
- Double Wheelchair Doors
- Braun Century Wheelchair Lift
- Fast Idle w/ FMVSS Interlock
- Wheelchair Tie Downs
- 5lb Fire Extinguisher
- 16 Unit First Aid Kit
- Emergency Triangle Kit
- Back-Up Alarm
- Interior Convex Mirror 6"x9"
- Right Hand Entry Vertical Grab Rail
- Ceiling Grab Rail
- SHIELD FC Driver Seat - Oxen Gray Seat Cover
- 12 Mid High Passenger Seats - Oxen Gray Seat Covers
- Stainless Wheel Inserts
- Passenger Seat Belts
- Exterior Graphics Package - Green

Please call us at [REDACTED] with any questions about this bus for sale or any buses for sale on our website. If you are traveling from out of town, we're happy to pick you up at the airport or your hotel. If you would like some help with travel arrangements we can make recommendations. All buses for sale on website are located on our lot in [REDACTED]

\*A negotiable documentary service fee up to \$85.00 may be added

\*All prices are listed after OEM rebates

\*Rebate only applicable in the United States

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**ACME**  
Recreation Center  
for Children  
555 14<sup>th</sup> Ave  
New York, NY 10005

September 26, 2018

**Ms. Jane Doe**

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

Re: ACME Recreation Center FY18 Capital Vehicle Project

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 from Monday through Friday from 9am to 5pm.

Sincerely,

Willie E. Kayote  
Director of Contract Management

(212) 555-2269



info@acmerecreation.com



www.acmerecreation.com



(212) 555-2270





[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, 4<sup>th</sup> Floor  
Long Island City, NY 11101

Re: Useful Life Period Statement

Dear [insert name of Agency Project Manager]:

I, [Insert Name of Organization staff person<sup>3</sup>], 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 item<sup>4</sup>].

I hereby certify that the expected useful life of the item(s) is [ ]<sup>5</sup> 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,

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

<sup>2</sup> 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.

<sup>3</sup> 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.)

<sup>4</sup> 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.

<sup>5</sup> 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 Name<sup>1</sup>** (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)

<sup>1</sup> 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, 4<sup>th</sup> 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 Contracts<sup>1</sup>*

[Organization Letterhead]

[Date]

Attn: [DDC Project Manager]  
NYC Department of Design and Construction  
30-30 Thomson Avenue, 4<sup>th</sup> 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 Contracts<sup>2</sup> that relate to the above referenced Project:

	Contract Registration No.	Contracting Agency	Contract Start Date	Contract End Date	Relevant Contract Sections <sup>3</sup>	Contract Amount	Percentage of Capital Award Usage
1 <sup>4</sup>							
2							
3							
4							
					Total Sum of Operating Contracts <sup>5</sup>	[\$Sum]	[Sum]%

Sincerely,

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

<sup>1</sup> Funding Recipients should work with their Project Managers to complete this Letter.

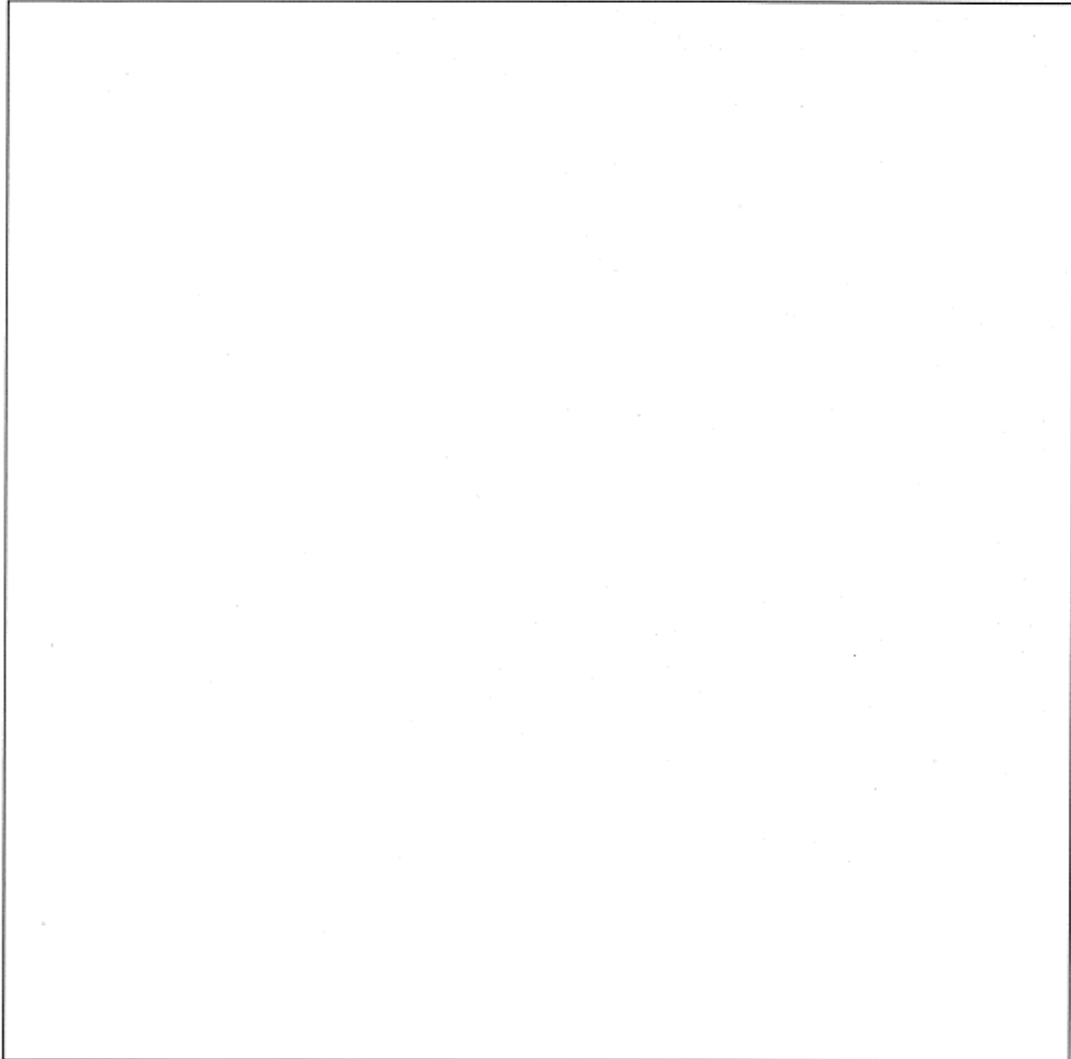
<sup>2</sup> Funding Recipient must send a PDF of each related City Operating Contract, with all subsequent amendments, to DDC's Project Manager.

<sup>3</sup> 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.

<sup>4</sup> Funding Recipients should complete this table, adding or deleting rows, as necessary.

**10) Equipment Systems & IT Systems (Including Medical Equipment):**

- A. 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 question 10(A):
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**.



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 \$35,000 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?

- B. 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.)

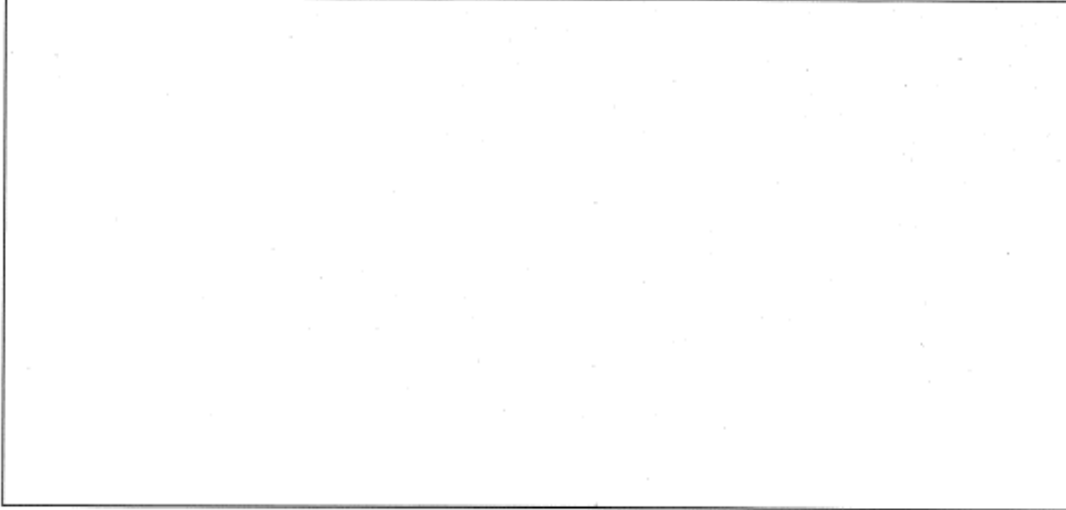
Several Organizations have not uploaded this Attachment in the past.

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) ☐



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



**11) 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 capitally 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 capitally 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?

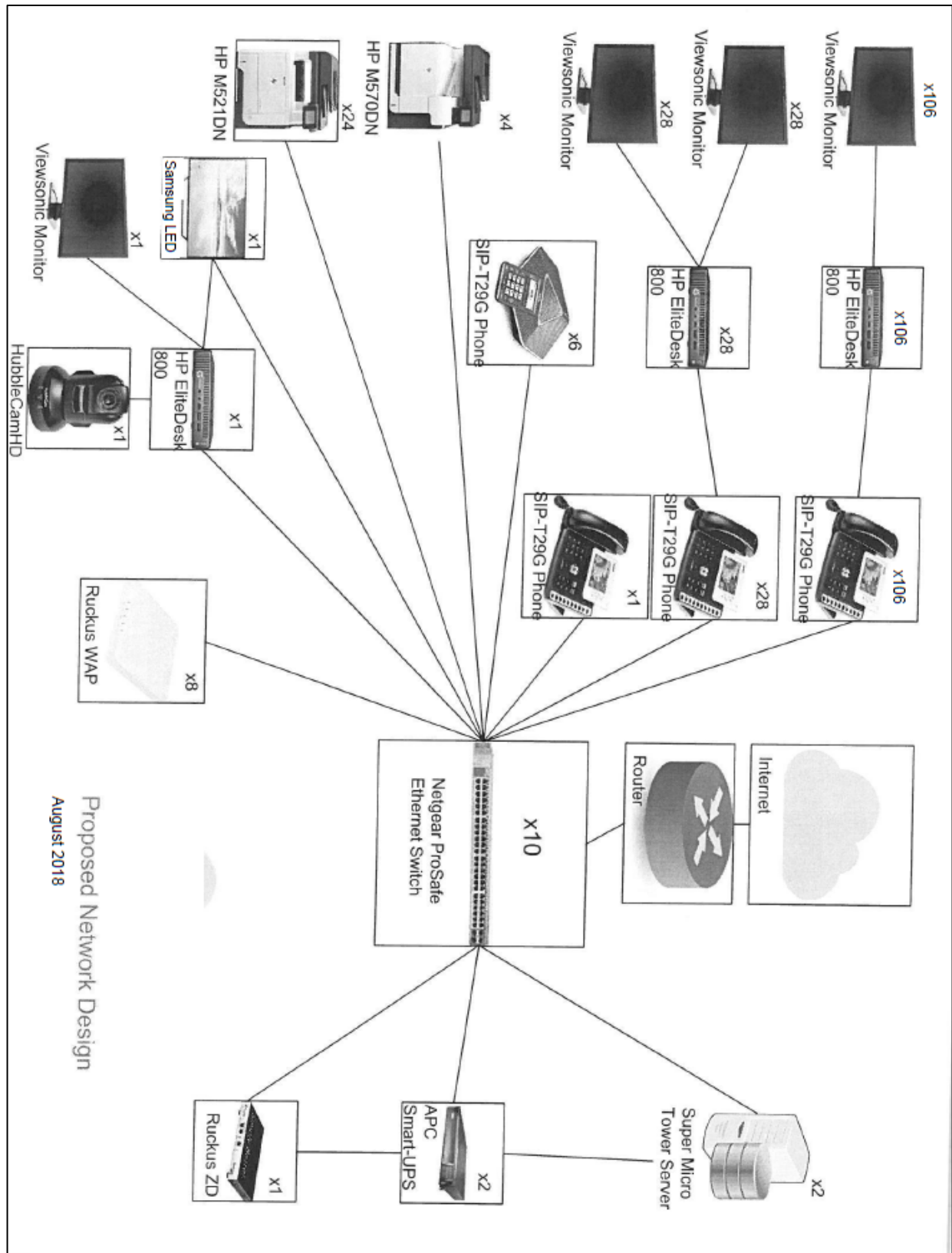
Yes ☐ No ☐

**12) 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.

- o 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.

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

- o Floor Plan of Space attached?

See the next page for a sample floor plan.

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

- Equipment purchase information:

- o 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 )

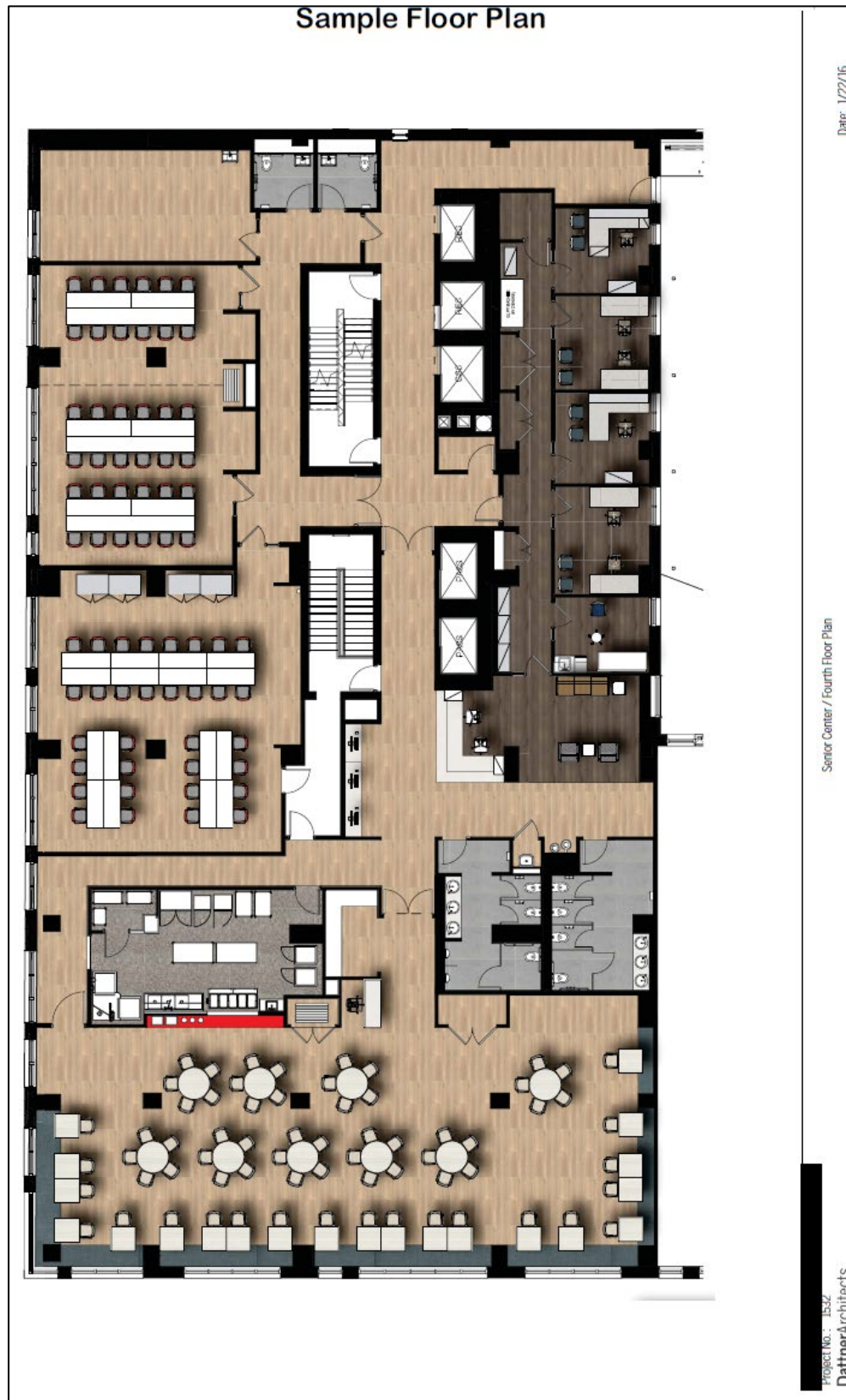
ss:

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)<sup>1</sup>**

[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, 4<sup>th</sup> 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]<sup>2</sup>. 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]

---

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

<sup>2</sup> Please select the applicable statement.

**ABC**  
MEDICAL CENTER

ABC Medical Center  
123 Main Street  
New York, NY 10001  
(212) 555-1234  
[www.abcmmedical.com](http://www.abcmmedical.com)

John Doe  
NYC Department of Design & Construction  
30-30 Thomson Avenue, 4<sup>th</sup> 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? <sup>1</sup>	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
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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 a medical device.

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 medical equipment, [LICENSOR] shall execute the attached Assignment of Software License and Consent for that software license and associated medical 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:

**Personalty Agreement**  
**(sample language)**

**For non-HUD cases:**

The undersigned [name of entity] is the [Landlord/Creditor/Mortgagee] to [Owner or Funding Recipient] pursuant to that certain [Lease dated \_\_\_\_\_, by and between Owner and Funding Recipient] [Loan Agreement/Mortgage dated \_\_\_\_\_, by and between Creditor/Mortgagee and Owner or Funding Agreement] and holds [title to or describe lien with respect to] the premises located at \_\_\_\_\_ (“Premises”).

The undersigned agrees that the equipment funded by the City pursuant to that certain Funding Agreement between the City and [Funding Recipient] dated \_\_\_\_\_ (the “Funding Agreement”), as described in the Funding Agreement and on Exhibit A hereto, and installed in the Premises, shall not be (i) deemed a fixture or an item of real estate, or (ii) subject to the [claim of Owner] [lien of Creditor/Mortgagee] on the Premises; but, rather such equipment shall be deemed solely items of personalty which may be removed by [Funding Recipient] in its sole and absolute discretion.

In Witness Whereof, the undersigned does hereby acknowledge and agree to the foregoing this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

[Followed by Signature block(s) for the Owner/Creditor/Mortgagee]  
[Exhibit A to be attached]

**For HUD-insured liens:**

The undersigned [name of entity] is the [Creditor/Mortgagee] to [Owner or Funding Recipient] pursuant to that certain [Loan Agreement/Mortgage] dated \_\_\_\_\_, by and between [Creditor/Mortgage and Owner or Funding Recipient] and holds a [describe lien] with respect to the premises located at \_\_\_\_\_ (“Premises”).

The undersigned agrees that the equipment funded by the City pursuant to that certain Funding Agreement between the City and [Funding Recipient] dated \_\_\_\_\_ (the “Funding Agreement”), as described in the Funding Agreement and on Exhibit A hereto, and installed in the Premises, shall not be (i) deemed a fixture or an item of real estate, or (ii) subject to the [Creditor’s/Mortgagee’s] lien on the Premises; but, rather such equipment shall be deemed solely items of personalty which may be removed by [Funding Recipient] by the expiration or earlier termination of the Loan Agreement or at any time in the City’s sole and absolute discretion, with ninety (90) days’ prior written notice to the [Creditor/Mortgagee], upon a violation of the City Purpose Covenant as defined in the Funding Agreement.

In Witness Whereof, the undersigned does hereby acknowledge and agree to the foregoing this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

[Followed by Signature block(s) for the Creditor/Mortgagee]  
[Exhibit A to be attached]





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:

[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) [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](http://www.dasny.org)

### 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 B  
CITY COLLATERAL  
(SEPARATE ATTACHMENT)



City of New York  
**Office of Management and Budget**  
255 Greenwich Street, New York, NY 10007

Record :  
Certificate :  
Capital Project :

Section 219 of the New York City Charter and directives of the Mayor authorized thereunder 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 her 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 her 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 her duly authorized representative. Your request for approval pursuant to the above is approved as follows:

DESCRIPTION OF APPROVAL HEREBY GRANTED

A Certificate to Proceed in the amount of [REDACTED] for the purchase of [REDACTED] for [REDACTED] located at [REDACTED]

This project will be charged to budget codes [REDACTED] project ID [REDACTED]; budget lines [REDACTED] and [REDACTED] and is included in the Capital Commitment Plan.

Approved,



# 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, along with the *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. A copy of this form is included as an exhibit to the Funding Agreement.

### ☐ Certificates of Insurance

- The provided checklist outlines the required insurance documents such as Workers Compensation, Disability Coverage, Commercial The 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, acting by and through its Department of Design and Construction." on all insurance documents
- The City must be listed as an "Additional Insured" (Note: Insurance submissions that list the City only as a "Certificate Holder" are **INCORRECT** and will be returned.)

### ☐ PASSPort Affidavit of No Change

- Please see the City's template Affidavit of No Change online under the "Forms Required for Registration" section at: <https://www1.nyc.gov/site/ddc/contracts/not-for-profit-forms.page>. For additional PASSPort information and forms, please visit the Mayor's Office of Contract Services at: <https://www1.nyc.gov/site/mocs/systems/passport-user-materials.page>.
- Before preparing this paperwork, please check with DDC's Project Manager for your project, because this documentation must be submitted **within three (3) months** of DDC's submission of a project for registration.

### ☐ 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>.
- The form's signature date is valid for three (3) months.

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

- Please see DLS' website at: <https://www1.nyc.gov/site/sbs/businesses/contract-compliance.page>, and go to the section on the webpage for "Supply and Services Contractors." 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 will need to complete and submit the entire employment report form to DLS. However, if your organization has previously submitted the necessary DLS form and have received a certificate from DLS, then your organization will only need to complete the first part of the form, as per DLS' online instructions.
- Once your organization receives a three (3) month clearance from DLS, please make sure to maintain compliance, because extensions from DLS may be necessary, depending on how long the discretionary funding process takes for your organization's particular project.
- This report and supporting documentation must be uploaded to the Equal Employment Opportunity section in PASSPort and copies will be emailed to the DDC Project Manager.

## 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 Commercial General Liability is as broad as the (Insert applicable Additional Insured form): ISO CG0001 or CG2010 or CG2026 or CG2037 or brokers equivalent. <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> EQUIVALENT	<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.		

**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\_\_

**CITY OF NEW YORK**  
**CERTIFICATION BY INSURANCE BROKER OR AGENT**

The undersigned insurance broker or agent represents to the City of New York that the attached Certificate of Insurance is accurate in all material respects.

[Name of broker or agent (typewritten)]

[Address of broker or agent (typewritten)]

[Email address of broker or agent (typewritten)]

[Phone number/Fax number of broker or agent (typewritten)]

[Signature of authorized official, broker, or agent]

[Name and title of authorized official, broker, or agent (typewritten)]

State of ..... )  
County of ..... ) ss.:  
..... )

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

NOTARY PUBLIC FOR THE STATE OF





# Doing Business Data Form

To be completed by the City agency prior to distribution		Agency _____	Transaction ID _____
<b>Check One</b>	<b>Transaction Type (check one)</b>		
<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](mailto: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 \_\_\_\_\_

<b>Filing Status</b>  <i><b>NEW:</b> Data Forms submitted now must include the listing of <b>organizations</b>, 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>	<b>(Select One)</b>  <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.
---	---

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 \_\_\_\_\_

### 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:

- 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.**
- 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.

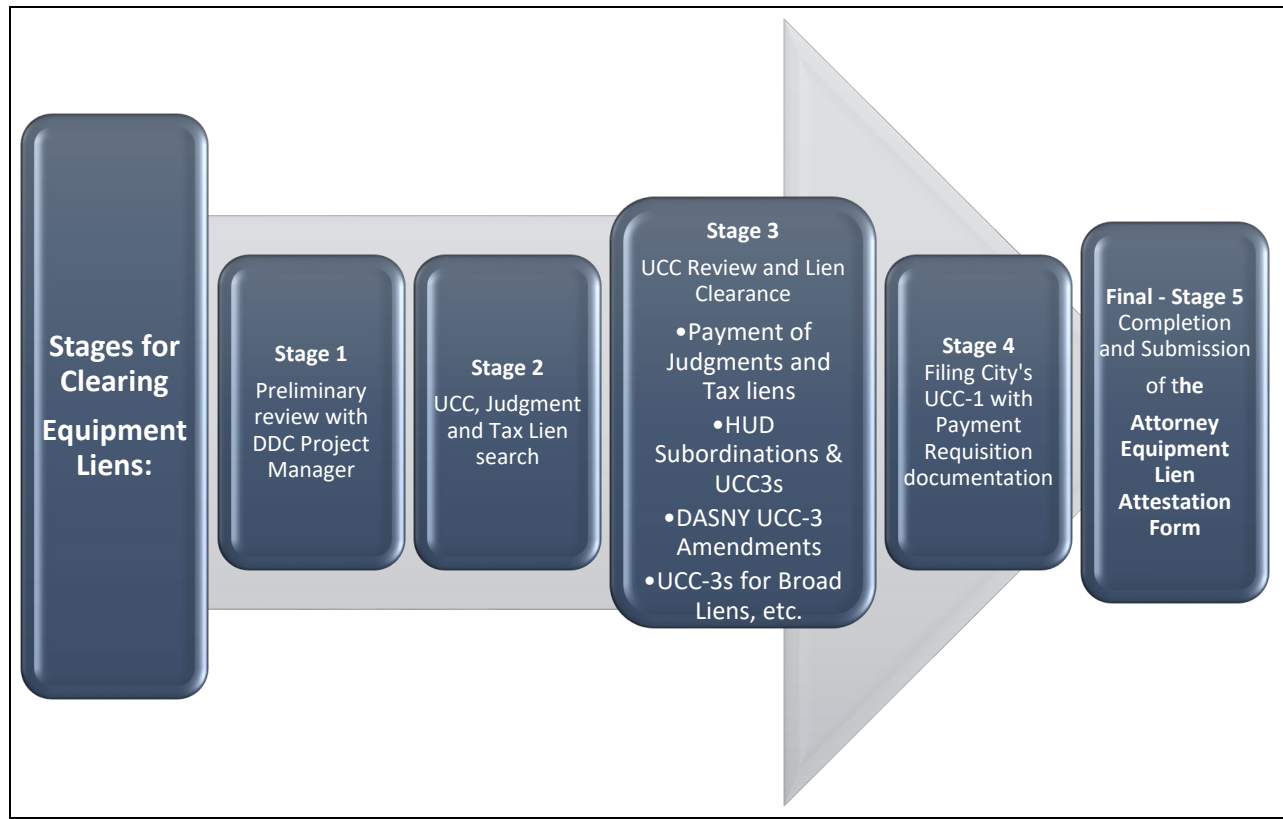
Please refer to the UCC Guidelines in the following pages for detailed instructions.

**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.<sup>1</sup>

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:**



<sup>1</sup> 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 capital 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](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](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.

1. 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:

- **1<sup>st</sup> Step:**
  - At the onset of the project, the Funding Recipient must provide DDC's project manager with **asssss 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.
- **2<sup>nd</sup> 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.
- **3<sup>rd</sup> 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"**<sup>2</sup> (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>>.

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<sup>2</sup> 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)  <div style="border: 1px solid black; padding: 5px; margin: 10px 0;"> <b>Duval &amp; Stachenfeld LLP</b>  <b>Third Floor</b>  <b>300 East 42nd Street</b>  <b>New York, NY 10017</b> </div>

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # <b>200301290204901 Dated January 29, 2003 (the "Financing Statement")</b>		1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. <input type="checkbox"/>	
2. <input type="checkbox"/> <b>TERMINATION:</b> Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.			
3. <input type="checkbox"/> <b>CONTINUATION:</b> 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. <input type="checkbox"/> <b>ASSIGNMENT</b> (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. <b>AMENDMENT (PARTY INFORMATION):</b> This Amendment affects <input type="checkbox"/> Debtor or <input type="checkbox"/> Secured Party of record. Check only <u>one</u> of these two boxes. Also check <u>one</u> of the following three boxes and provide appropriate information in items 6 and/or 7. <input type="checkbox"/> <b>CHANGE</b> name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party <input type="checkbox"/> <b>DELETE</b> name: Give record name to be deleted in item 6a or 6b <input type="checkbox"/> <b>ADD</b> name: Complete item 7a or 7b, and also item 7c; also complete items 7e-7g if applicable			
6. <b>CURRENT RECORD INFORMATION:</b>			
6a. ORGANIZATION'S NAME <b>The Young Women's Christian Association of the City of New York</b>			
OR	6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME SUFFIX
7. <b>CHANGED (NEW) OR ADDED INFORMATION:</b>			
7a. ORGANIZATION'S NAME			
OR	7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME SUFFIX
7c. MAILING ADDRESS		CITY	STATE POSTAL CODE COUNTRY
7d. <b>SEE INSTRUCTIONS</b> Not Applicable	ADDL INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION
			7g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE
8. <b>AMENDMENT (COLLATERAL CHANGE):</b> check only <u>one</u> box. Describe collateral <input checked="" type="checkbox"/> deleted or <input type="checkbox"/> added, or give entire <input type="checkbox"/> restated collateral description, or describe collateral <input type="checkbox"/> assigned. <b>See Exhibit A and Schedule I attached hereto</b>			

9. <b>NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT</b> (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 <input type="checkbox"/> and enter name of DEBTOR authorizing this Amendment.			
9a. ORGANIZATION'S NAME <b>CIT Technology Financing Services, Inc.</b>			
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 accessions 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)



YWCA OF THE CITY OF NEW YORK				
52 Broadway 4th floor				
New York, New York 10004				
Item Description	QTY	Unit Price	Amount	Date
3300 MX secure console server	1	6,764	6764	2/15/05
Network License link	1	2782	2782	2/15/05
NEC 2200 DLP projector	2	2080	4160	5/26/05
3300 IP phone	16	150	2400	2/15/05
5220 IP phone	11	354	3894	2/15/05
5301 IP conference Unit	1	1802	1802	2/15/05
Global Halton Series Desks	12	738	8856	4/12/05
Global Halton 30X66 desk	1	629	629	4/12/05
Halton u-shape credenza	1	1077	1077	4/12/05
Halton desk with box file	3	348	1044	4/12/05
Overhead hutch units	10	493	4930	4/12/05
Overhead 66" hutch units	3	482	1446	4/12/05
Steel laminate tops	16	255	4080	4/12/05
Set of Station & reception chairs	46	214	9844	4/12/05
Versteel performance tables	6	618	3708	4/12/05
			0	
			0	
Grand Total			57416	

**DDC Reimbursement Amount Not to Exceed:.....\$57,000.00**

### 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.

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

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 Secured 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)

<b>DISCRETIONARY CAPITAL AWARD</b>			
<b>PAYMENT REQUISITION: Part A</b>			
TITLE OF AWARD: <u>Discretionary Equipment</u>		NAME OF ORGANIZATION: <u>ABC Center, Inc.</u>	
ORGANIZATION'S ADDRESS: <u>123 West 11th St. New York, NY 10008</u>			
AWARD REGISTRATION NO.: <u>20181110123</u>		FMS ID: <u>850AB67CDEF</u>	
REQUISITION NO.: <u>1</u>		AWARD REGISTRATION DATE: <u>1/1/17</u>	
PAY PERIOD: FROM: <u>9/29/16</u> TO: <u>3/31/18</u>		AWARD AMOUNT: <u>\$125,711.00</u>	
		PAYMENT TYPE: <u>PARTIAL</u> FINAL <u>X</u>	

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	NVT EXTERIOR BOX STYLE CAMERA	\$1,372.50	\$1,372.50	\$	1,372.50	\$	100%	\$ -
2	NVT EXTERIOR CAMERA-DOME	\$6,822.00	\$6,822.00	\$	6,822.00	\$	100%	\$ -
3	NVT INTERIOR CAMERA-MEGA PIXEL	\$11,067.00	\$11,594.00	\$	11,594.00	\$	100%	\$ -
4	NVT NETWORK VIDEO RECORDER (NVR)	\$4,350.00	\$4,350.00	\$	4,350.00	\$	100%	\$ -
5	NVT CLEER POE SWITCH	\$8,646.00	\$8,646.00	\$	8,646.00	\$	100%	\$ -
6	NVT 48 PORT PATCH PANEL AND PATCH CORDS	\$366.00	\$366.00	\$	366.00	\$	100%	\$ -
7	NVT ELEVATOR INSTALLATION	\$2,800.00	\$2,800.00	\$	2,800.00	\$	100%	\$ -
8	NVT EXACQ VISION S STORAGE BOX	\$19,395.50	\$19,395.50	\$	19,395.50	\$	100%	\$ -
9	SB EXTERIOR BOX STYLE CAMERA	\$2,745.00	\$2,745.00	\$	2,745.00	\$	100%	\$ -
10	SB EXTERIOR CAMERA-DOME	\$5,685.00	\$5,685.00	\$	5,685.00	\$	100%	\$ -
11	SB INTERIOR CAMERA-MEGA PIXEL	\$16,864.00	\$16,337.00	\$	16,337.00	\$	100%	\$ -
12	SB NETWORK VIDEO RECORDER (NVR)	\$4,350.00	\$4,350.00	\$	4,350.00	\$	100%	\$ -
13	SB CLEER POE SWITCH	\$8,646.00	\$8,646.00	\$	8,646.00	\$	100%	\$ -
14	SB 48 PORT PATCH PANEL AND PATCH CORDS	\$366.00	\$366.00	\$	366.00	\$	100%	\$ -
15	SB ELEVATOR INSTALLATION	\$2,800.00	\$2,800.00	\$	2,800.00	\$	100%	\$ -
16	INSTALLATION MATERIALS	\$4,436.00	\$4,436.00	\$	4,436.00	\$	100%	\$ -
17	LABOR	\$25,000.00	\$25,000.00	\$	25,000.00	\$	100%	\$ -
SUBTOTALS (THIS SHEET)		\$ 125,711.00	\$ 125,711.00	\$ -	\$ 125,711.00	\$ 125,711.00	100%	\$ -
TOTALS (LAST SHEET)		\$125,711.00	\$125,711.00	\$ -	\$ 125,711.00	\$ 125,711.00	100%	\$ -

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

\* Funding Agreement Amount \*\* Invoice Amount

**Commented [11]:** 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 [11]:** 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 [11]:** 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 organization 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 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.**



**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 to 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 provided 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**

- The certificate 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 provided 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"/> <b>A Judgement and Tax Lien Search</b>	
<ul style="list-style-type: none"> <li>Funding Recipients must provide an updated judgment and tax lien search with respect to your organization from an independent lien search company.</li> <li>Funding recipient must address all open judgment and tax liens before DDC may proceed with reimbursement.</li> </ul>	
<input type="checkbox"/> <b>File Lien in Favor of the City on the Original Certificate of Title for Each Vehicle</b>	
<ul style="list-style-type: none"> <li>There are two approaches for filing the City's lien on a vehicle to be reimbursed by the agency:</li> </ul>	
<p><b>Approach #1: (Recommended)</b></p> <ul style="list-style-type: none"> <li>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></li> <li>The lien must state: "City of New York, acting by and through its Department of Design and Construction."</li> <li>Your organization will need to submit proof of the lien on the certificate of title of each vehicle.</li> </ul>	<p><b>Approach #2</b></p> <ul style="list-style-type: none"> <li>Provide DDC with the original certificate of title for each vehicle to DDC's Project Manager and retain a copy of the certificate.</li> <li>Complete New York State Department of Motor Vehicles ("DMV") form MV-900 for each vehicle and submit an original signed copy to DDC (DMV will not accept photocopies or faxes of this document.)</li> <li>The DMV MV-900 form can be found on the DMV's website or on DDC's NFP website under the "Lien Recording Documents" section at: <a href="https://www1.nyc.gov/assets/ddc/downloads/not-for-profit/d5-dept-of-motor-vehicles-form.pdf">https://www1.nyc.gov/assets/ddc/downloads/not-for-profit/d5-dept-of-motor-vehicles-form.pdf</a></li> <li>DDC will submit the completed original MV-900 Form to the DMV. Once DMV files the City's lien on the certificate of title for each vehicle and returns the certificate of title(s) back to DDC, the agency will return the original certificate(s) to your organization.</li> </ul>
<input type="checkbox"/> <b>Motor Vehicle Registration with the DMV</b>	
<ul style="list-style-type: none"> <li>DDC must be able to find the lien on each vehicle on the DMV's website using the Vehicle Identification Number (VIN), model year and make of each vehicle at: <a href="https://process.dmv.ny.gov/titlestatus/">https://process.dmv.ny.gov/titlestatus/</a></li> </ul>	
<input type="checkbox"/> <b>Insurance Identification Card</b>	
<ul style="list-style-type: none"> <li>Insurance policy must be up to date and Year, Make, &amp; VIN of the vehicle must match the DMV Registration &amp; Certificate of Title.</li> </ul>	

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

**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:

Subscribed and sworn to before me:

This \_\_\_ day of \_\_\_\_\_ 20\_\_

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

\_\_\_\_\_  
 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  
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
				WORK COMPLETED					
Item No.	DESCRIPTION <sup>3</sup>	TOTAL <sup>4</sup> SCHEDULED VALUE*	ADJUSTED <sup>5</sup> VALUE**	FROM <sup>6</sup> PREVIOUS APPLICATIONS	THIS PERIOD <sup>7</sup>	TOTAL COMPLETED TO DATE (E+F)	% COMPLETED (C/D)	BALANCE TO FINISH (D-G)	
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									
						</			

RECEIVED FROM CONTRACTOR BY: \_\_\_\_\_ [DDC CONTRACT MANAGER] DATE: \_\_\_\_\_  
\* Funding Agreement Amount \*\* Invoice Amount

Please see the next three pages for footnotes on this form and completed examples of this form.

**Notes on Payment Requisition Form A**

1. 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 will range from the earliest invoice date to the latest payment cleared date.
2. Payment Type should be checked Final, only if the reimbursement amount will bring the contract balance to \$0.
3. Funding Recipient will list each item in detail, even if it wasn't purchased under the current request or was already reimbursed under a previous request, from the Budget Spreadsheet in the Funding Agreement. (add additional pages, if necessary) If an item billed on the invoice differs from the item listed on the original Budget Spreadsheet, then list the equivalent/replacement item in place of the original item and provide an explanation for the change (e.g. discontinued model number/item) on a separate email.
4. The dollar amount of the Scheduled Value of the item is taken from the Budget Spreadsheet in the Funding Agreement. If the invoiced item differs from the item listed in the original budget, use the same dollar amount from the original item for the equivalent/replacement item.
5. The Adjusted Value is the dollar amount of the item from the invoice.
6. The From Previous Applications amount is entered for each item invoiced and reimbursed from prior requests made under the Funding Agreement. If an invoiced item has not been previously reimbursed, then leave this field blank.
7. The amount entered for This Period will be equal to the Adjusted Value for the item under the current reimbursement request.
8. 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.
9. This document is signed and dated by the DDC Project Manager.





**DISCRETIONARY CAPITAL AWARD  
PAYMENT REQUISITION: Part A**

TITLE OF AWARD: Discretionary Equipment NAME OF ORGANIZATION: ABC Center for the Youth, Inc.

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

AWARD REGISTRATION NO.: 2018111111 FMS ID: ABCDEFGH AWARD REGISTRATION DATE: 10/18/17

REQUISITION NO.: 1 PAY PERIOD: FROM: 9/29/16 TO 3/5/18 AWARD AMOUNT \$125,711.00 PAYMENT TYPE: PARTIAL FINAL X

A	B	C	D	E		F	G	H	I
				WORK COMPLETED					
Item No.	DESCRIPTION	TOTAL SCHEDULED VALUE*	ADJUSTED VALUE**	FROM PREVIOUS APPLICATIONS	THIS PERIOD	TOTAL COMPLETED TO DATE (E+F)	% (G/D)	BALANCE TO FINISH	
1	NVT EXTERIOR BOX STYLE CAMERA	\$1,372.50	\$1,372.50		\$ 1,372.50	\$ 1,372.50	100%	\$ -	-
2	NVT EXTERIOR CAMERA-DOME	\$6,822.00	\$6,822.00		\$ 6,822.00	\$ 6,822.00	100%	\$ -	-
3	NVT INTERIOR CAMERA-MEGA PIXEL	\$11,067.00	\$11,594.00		\$ 11,594.00	\$ 11,594.00	100%	\$ -	-
4	NVT NETWORK VIDEO RECORDER (NVR)	\$4,350.00	\$4,350.00		\$ 4,350.00	\$ 4,350.00	100%	\$ -	-
5	NVT CLEER POE SWITCH	\$8,646.00	\$8,646.00		\$ 8,646.00	\$ 8,646.00	100%	\$ -	-
6	NVT 48 PORT PATCH PANEL AND PATCH CORDS	\$366.00	\$366.00		\$ 366.00	\$ 366.00	100%	\$ -	-
7	NVT ELEVATOR INSTALLATION	\$2,800.00	\$2,800.00		\$ 2,800.00	\$ 2,800.00	100%	\$ -	-
8	NVT EXACQ VISION S STORAGE BOX	\$19,395.50	\$19,395.50		\$ 19,395.50	\$ 19,395.50	100%	\$ -	-
9	SB EXTERIOR BOX STYLE CAMERA	\$2,745.00	\$2,745.00		\$ 2,745.00	\$ 2,745.00	100%	\$ -	-
10	SB EXTERIOR CAMERA-DOME	\$5,685.00	\$5,685.00		\$ 5,685.00	\$ 5,685.00	100%	\$ -	-
11	SB INTERIOR CAMERA-MEGA PIXEL	\$16,864.00	\$16,337.00		\$ 16,337.00	\$ 16,337.00	100%	\$ -	-
12	SB NETWORK VIDEO RECORDER (NVR)	\$4,350.00	\$4,350.00		\$ 4,350.00	\$ 4,350.00	100%	\$ -	-
13	SB CLEER POE SWITCH	\$8,646.00	\$8,646.00		\$ 8,646.00	\$ 8,646.00	100%	\$ -	-
14	SB 48 PORT PATCH PANEL AND PATCH CORDS	\$366.00	\$366.00		\$ 366.00	\$ 366.00	100%	\$ -	-
15	SB ELEVATOR INSTALLATION	\$2,800.00	\$2,800.00		\$ 2,800.00	\$ 2,800.00	100%	\$ -	-
16	INSTALLATION MATERIALS	\$4,436.00	\$4,436.00		\$ 4,436.00	\$ 4,436.00	100%	\$ -	-
17	LABOR	\$25,000.00	\$25,000.00		\$ 25,000.00	\$ 25,000.00	100%	\$ -	-
	SUBTOTALS (THIS SHEET)	\$ 125,711.00	\$ 125,711.00	\$ -	\$ 125,711.00	\$ 125,711.00	100%	\$ -	-
	TOTALS (LAST SHEET)	\$125,711.00	\$125,711.00	\$ -	\$ 125,711.00	\$ 125,711.00	100%	\$ -	-

RECEIVED FROM CONTRACTOR BY: [Signature] [DDC CONTRACT MANAGER] DATE: 3/20/18

\* 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 .....	\$	<div style="border: 1px solid black; width: 150px; height: 20px;"></div>
<b>REASONS:</b>		
8. PAYMENT DUE .....	\$	
9. AMOUNT WITHHELD BY EAO .....	\$	<div style="border: 1px solid black; width: 150px; height: 20px;"></div>
<b>REASONS:</b>		
10. PAYMENT AMOUNT APPROVED BY EAO .....	\$	
11. AMOUNT WITHHELD BY CFO .....	\$	<div style="border: 1px solid black; width: 150px; height: 20px;"></div>
<b>REASONS:</b>		
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**

The image shows a cancelled check from Ohnward Bancshares, Inc. dated Jan 1, 2004, for \$295.45, payable to North Pole, Inc. The check includes a MICR line at the bottom and a 'FOR DEPOSIT ONLY' stamp. The check is marked 'CANCELLED' and 'VOID'.

Top Left: \*123456789\* 01/04/2004 123456789012345  
This is a legal copy of your check. You can use it the same way you would use the original check.

Top Right: 145  
Jan 1, 2004  
\$ 295.45  
NORTH POLE, INC.  
Value Hundred Ninety Five and 45/100 DOLLARS

Bottom Left: 01/04/2004 01/04/2004  
OHNWARD BANCSHARES, INC.  
1800539446

Bottom Center: 4000067894: 123456789 0145 00000029545

Bottom Right: FOR DEPOSIT ONLY  
Ohnward Bancshares, Inc.  
ACCOUNT 1234567890123  
NORTH POLE, INC.  
DO NOT SIGN/INITIAL/STAMP BELOW THIS LINE  
FOR FINANCIAL INSTITUTION USE ONLY  
JAN - 2004  
7815830233  
MICR LINE: 4000067894: 123456789 0145 00000029545



**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.



**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



## 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):  FAX (A/C, No): E-MAIL ADDRESS: CODE: SUB CODE: AGENCY CUSTOMER ID #: NAMED INSURED AND ADDRESS		COMPANY NAME AND ADDRESS NAIC NO:  IF MULTIPLE COMPANIES, COMPLETE SEPARATE FORM FOR EACH POLICY TYPE  LOAN NUMBER POLICY NUMBER  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						

<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
---

<b>ADDITIONAL INTEREST</b>	
MORTGAGEE LENDERS LOSS PAYABLE NAME AND ADDRESS	CONTRACT OF SALE LENDER SERVICING AGENT 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:

Project/Client Reference:

NAME SEARCHED:

JURISDICTION:

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

*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:


PLEASE SEE ATTACHED COPIES

- 1 -

Information contained in this report was obtained directly from public records that are maintained by government officials. , 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					01				
30-30 THOMSON AVE					* ONE LIEN RECORDED *				
LONG ISLAND CITY NY 11101									
Lienholder					Lienholder				
* ONE LIEN RECORDED *					* ONE LIEN RECORDED *				
MV-999 (1/15)									
DEPARTMENT OF MOTOR VEHICLES									

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

Keep this document to show to the police and courts.

NEW YORK STATE REGISTRATION DOCUMENT

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

12/31/18

2016 CHEVR SUBN  
15076EV AMB 6 G

EXEMPT

ANNUAL CHG  
AMT PAID (ENCL ADD CHG)

VOID IF ALTERED EXCEPT FOR ADDRESS 0.00

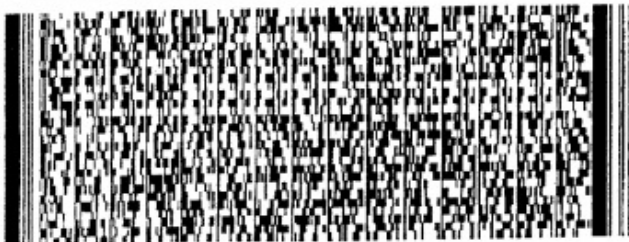
wob

## 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				
<p><b>888 NYS DMV TEST MUTUAL</b></p> <p>Name &amp; Address of Issuer: <b>DMV All Lines Agency</b> <b>6 Empire State Plaza</b> <b>Albany NY 12228</b></p> <p><small>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:</small></p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p><b>MOTORIST, MICHAEL, M</b> <b>123 SWAN STREET</b> <b>ALBANY NY 12228</b></p> </div>	<p>Policy Number <b>NYPOLICY12345</b></p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Effective Date <b>12/11/2000</b> <small>12:01 a.m.</small></td> <td style="width: 50%;">Expiration Date <b>12/11/2001</b> <small>12:01 a.m.</small></td> </tr> </table> <p><small>(Not acceptable to obtain registration after 45 days from effective date.)</small></p> <p>Applicable with respect to the following Motor Vehicle:</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">2001 <small>Year</small></td> <td style="width: 50%;">FERRA <small>Make</small></td> </tr> </table> <p><b>NYDMVIN123456789</b> <small>Vehicle Identification Number</small></p>	Effective Date <b>12/11/2000</b> <small>12:01 a.m.</small>	Expiration Date <b>12/11/2001</b> <small>12:01 a.m.</small>	2001 <small>Year</small>	FERRA <small>Make</small>	<p><small>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.</small></p> <p><small>The name of the registrant and the name of the insured must coincide.</small></p> <p><small>REPLACEMENT VEHICLE NOTATION: DMV WILL ONLY PROCESS A VEHICLE CHANGE (RE-REGISTRATION) USING THE REPLACED VEHICLE'S CURRENT REGISTRATION.</small></p>
Effective Date <b>12/11/2000</b> <small>12:01 a.m.</small>	Expiration Date <b>12/11/2001</b> <small>12:01 a.m.</small>					
2001 <small>Year</small>	FERRA <small>Make</small>					
		FS-20				

NEW YORK STATE INSURANCE IDENTIFICATION CARD		THIS ID CARD MUST BE CARRIED IN THE INSURED VEHICLE FOR PRODUCTION UPON DEMAND				
<p><b>888 NYS DMV TEST MUTUAL</b></p> <p>Name &amp; Address of Issuer: <b>DMV All Lines Agency</b> <b>6 Empire State Plaza</b> <b>Albany NY 12228</b></p> <p><small>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:</small></p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p><b>MOTORIST, MICHAEL, M</b> <b>123 SWAN STREET</b> <b>ALBANY NY 12228</b></p> </div>	<p>Policy Number <b>NYPOLICY12345</b></p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Effective Date <b>12/11/2000</b> <small>12:01 a.m.</small></td> <td style="width: 50%;">Expiration Date <b>12/11/2001</b> <small>12:01 a.m.</small></td> </tr> </table> <p><small>(Not acceptable to obtain registration after 45 days from effective date.)</small></p> <p>Applicable with respect to the following Motor Vehicle:</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">2001 <small>Year</small></td> <td style="width: 50%;">FERRA <small>Make</small></td> </tr> </table> <p><b>NYDMVIN123456789</b> <small>Vehicle Identification Number</small></p>	Effective Date <b>12/11/2000</b> <small>12:01 a.m.</small>	Expiration Date <b>12/11/2001</b> <small>12:01 a.m.</small>	2001 <small>Year</small>	FERRA <small>Make</small>	<p><small>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.</small></p> <p><small>The name of the registrant and the name of the insured must coincide.</small></p> <p><small>REPLACEMENT VEHICLE NOTATION: DMV WILL ONLY PROCESS A VEHICLE CHANGE (RE-REGISTRATION) USING THE REPLACED VEHICLE'S CURRENT REGISTRATION.</small></p>
Effective Date <b>12/11/2000</b> <small>12:01 a.m.</small>	Expiration Date <b>12/11/2001</b> <small>12:01 a.m.</small>					
2001 <small>Year</small>	FERRA <small>Make</small>					
		FS-20				

FAX: Scanable 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 scanable bar code will be retained.
3. A faxed ID card must be replaced with a scanable ID card within 14 days of the effective date.
4. DMV will not accept a faxed ID card without a scanable barcode.

**Appendix 32-1**

END OF HANDBOOK