August 21, 2018

A Regular Meeting of the Common Council was held on Tuesday, August 21, 2018 at 7:00 PM, at the Columbia County Chamber of Commerce, 1 North Front Street with President Thomas DePietro presiding.

Upon roll call there were present: Aldermen Bujan, Garriga, Halloran, Johnson, Lewis, Merante, Mizan, Sarowar, Volo and President DePietro.
Absent: Alderman Rosenthal.

The Clerk announced there was a quorum present for the meeting as required by Section C12-13 of the City Charter.

On motion of **Alderman Bujan,** seconded by **Alderman Lewis,** the minutes of the July 9th (2 public hearings) & July 17th meetings were ordered received and placed on file. Carried.

On motion of **Alderman Halloran,** seconded by **Alderman Volo**, the City Treasurer's Reports as of July 31, 2018 was ordered received and placed on file. Carried.

Committee Reports.

On motion of **Alderman Bujan,** seconded by **Alderman Sarowar**, the following committee reports were ordered received and placed on file:

Economic Development Committee
May 17, 2018

6:05 Start
In attendance: Eileen Halloran, Calvin Lewis, Rich Volo, John Rosenthal

Conversation with Mid-Hudson Cable regarding the renewal of their contract – with Rachel Puckett and Dave Fingar

--Eileen Halloran confirmed that she has reviewed franchise and other fees with MHC and that they reconcile with Treasurer's office.
--Calvin Lewis asked about the low-cost option for consumers
--MHC explained their City-wide Wifi project and their goal to offer Basic service up to 100 Megabitts.
--MHC Answered questions posed by the Econ Dev Committee, via emails.
--Legal Council reviewed contract and it appears to be standard, without issue.
--Economic Development agreed to stay with the current 3% franchise fee.
--Additional municipal departments have been added to the list of non-profit rate services. To be updated.
--MHC answered questions posed to the satisfaction of the Economic Dev Committee (submitted emails from April meeting).
--See attached contract. MHC will set up the Public Comments date with Register Star

Meeting adjourned 6:45

Rich Volo
Alderman
Fourth Ward, City of Hudson

CITY OF HUDSON
RESOLUTION

CATV - MID-HUDSON CABLEVISION, INC.

RESOLVED: That the **City of Hudson**, Columbia County, State of New York, grant a fifteen (15) year franchise to **Mid-Hudson Cablevision, Inc**, as of the effective date of approval by the New York State Public Service Commission (NYSPSC), for service to the City, and that the Mayor is directed to execute a franchise agreement with Mid-Hudson Cablevision, Inc. in accordance with the terms of the proposed franchise agreement attached hereto.

OFFERED BY:

SECONDED BY:

YES **NO**

(Board Members Names)

DATED: _____

(City Clerk)

FRANCHISE AGREEMENT

This **FRANCHISE AGREEMENT** made this _____ day of _____, 20__, between the **City of Hudson, ("City")** and **Mid-Hudson Cablevision, Inc. ("Mid-Hudson")** having its principal office at Hudson, New York.

WHEREAS, Mid-Hudson is desirous of renewing its franchise to maintain and operate a cable television system in the City; and

WHEREAS, maintenance and operation of said cable television system involves the use and occupation by Mid-Hudson of the streets, thoroughfares and other public rights-of-way belonging to the City; and

WHEREAS, the technical ability, financial condition and character of Mid-Hudson and its principals have been considered and approved by the City Board in a public proceeding affording due process; held on the _____ day of _____,20__; and

WHEREAS, the plans of Mid-Hudson for continued operation of said cable television system have been considered by the City Board and found adequate and feasible in a full public proceeding affording due process; and

WHEREAS, by resolution of the City Board dated the _____day of _____, 20__, the City has granted a non-exclusive cable television franchise to Mid-Hudson Cablevision, and authorized the Mayor to execute this Franchise Agreement with Mid-Hudson upon the terms hereinafter set forth; and

WHEREAS, this Franchise Agreement complies with the franchise standards required by the New York State Public Service Commission and the Cable Consumer Protection Act of 1992 and is subject to the review and approval of the New York State Public Service Commission.

NOW, THEREFORE, in consideration of the mutual conditions and covenants contained herein:

IT IS MUTUALLY AGREED AS FOLLOWS:

1. GRANT

The City of Hudson, hereby grants to Mid-Hudson, its successors and assigns the non-exclusive right and privilege to erect, place in the City and to construct, maintain and operate in, over and under the present and future streets, sidewalks, alleys, public land and places and highways in or of the City, towers, poles, lines, cables, necessary wiring and other apparatus for the purpose of transmitting, receiving, amplifying and distributing of cable television, telephone, telegraph, television, radio signals and data transmissions and other video and aural programming and communications within the said City and to the inhabitants thereof, for the purpose of providing telecommunications and related services to the residents of the City.

2. FRANCHISE AREA

A. PRIMARY SERVICE AREA. Mid-Hudson's rights and obligations set forth in this agreement shall be applicable to the Primary Service Area as shown on the attached map marked `**Exhibit II**'. Mid-Hudson agrees to have cable service available, without a contribution in aid of construction, to any resident who lives within 250 feet of a cabled public right-of-way in the Primary Service Area. Areas outside the Primary Service Area will be considered as line extension areas and residents may receive service in accordance with the line extension formula as stated in section 2B. The primary service area is highlighted on the attached map, Exhibit II. The rest of the City of Hudson is designated as line extension area.

Mid-Hudson shall comply with the requirements for construction of cable television plant and the provision of cable television services as set forth in Section 895.5 of the rules of the NYSPSC. Mid-Hudson may provide cable television service to the Primary Service Area at a minimum of 20 dwelling units per linear mile. This will be accessed on a case by case basis and is a voluntary change from the PSC requirement of 35 homes per mile (hpm). Mid-Hudson shall not deny service to any resident of the City of Hudson based upon age, race creed, color, sex, national origin or income level of the residences in their local area.

B. LINE EXTENSION AREA. Any area in the City not specified as part of the primary service area is hereby designated a line extension area.

Service shall be provided to any line extension area upon request provided that the criteria set forth by the PSC of 35 homes per mile (HPM) is met or line extensions may be considered on a case by case basis at a minimum density of 20 HPM provided that at least 15 of the homes passed are willing to commit to a multi-year level of service. The HPM statistic for the primary service area will be determined by dividing the total dwelling units passed in the primary service area by the total linear miles of the cable plant in the primary service area.

Any resident in a line extension area falling below the minimum HPM figure outlined above shall be able to receive service upon payment in full and in advance of a sum to be designated as a contribution in aid of construction (CAC) or subscriber contribution (SC) Such SC shall be computed as follows:

$$\frac{C}{LE} - \frac{CA}{P} = SC\ (CAC)$$

C = the cost of construction of new plant.
CA = the average cost of construction per mile in the primary service area.
P = either 20 HPM or the average number of dwelling units per mile of aerial cable in the primary area whichever is less.
LE = the number of dwelling units requesting service in the line extension area.
SC = subscriber contribution in aid of construction for the line extension.

Mid-Hudson shall apply for all mandatory licenses, permits, amendments and approvals within 30 days of the receipt of all SC payments for a line extension area. Mid-Hudson shall provide service to line extension area within 12 months of the receipt of all mandatory licenses, permits, amendments, and approvals.

During the five year period commencing at the completion of SC line extension, a prorated refund may be paid to previous subscribers as new subscribers are added to the particular line extension; the amount of the refund, if any, shall be determined annually by application of the above stated formula. The refunds shall be paid annually to the subscribers, or former subscribers, entitled to receive them. However, Mid-Hudson Cablevision, Inc. shall not be required to provide refunds to any previous subscriber otherwise entitled to a refund, who is no longer at either the service address or billing address, and who has not informed the company of the subscriber's address.

3. SERVICES & CHANNELS

A. Mid-Hudson shall maintain and continue to operate, acceptable service in a safe and reliable manner. Channels and services may be changed from time to time depending on availability and the desires of the subscribers. If any signal should become unavailable through no fault of Mid-Hudson's it shall be replaced as soon as possible by a substitute signal. Mid-Hudson agrees that in replacing unavailable signals to give preference, if possible, to subscribers' wishes, if they can reasonably be determined but the responsibility of the selection of replacement signals shall be solely that of Mid-Hudson.

B. Basic Cable Service ("Basic Service") will consist of at least thirty eight (38) channels and/or services carried in the VHF spectrum between channels two (2) and seventy eight (78). Mid-Hudson will also make available a Broadcast Basic Tier ("Broadcast Basic Service") which will contain fewer channels than its Basic Tier at a reduced price.

C. Mid-Hudson agrees that it will furnish the aforedescribed Basic Cable Service to all residential subscribers daily, 24 hours per day, throughout the term of its franchise for the standard basic cable rate. Mid-Hudson will maintain a 24 hour toll free answering service to handle customer service calls.

4. RATES

Mid-Hudson shall charge for its rates in accordance with the rules of the New York State Public Service Commission as set forth in section 895.1(e) and the applicable Federal Laws and Regulations.

5. CONSTRUCTION

A. Any future Construction schedules and sequence will depend on arrangements with local utility companies for make-ready. Installation of all equipment will be accomplished in accordance with all Federal and State agency regulations, the National Electrical Code of the National Board of Fire Underwriters and utility companies' regulations.

B. Mid-Hudson shall construct any future cable television plant within one (1) year from the receipt of all mandatory construction and utility permits. Unless conditions beyond the control of Mid-Hudson interfere with Mid-Hudson's proposed construction schedule.

C. Mid-Hudson shall construct all cable television system using materials of good and durable quality, and all work involved in construction, installation, maintenance and repair of the cable system shall be performed in a safe, thorough, and reliable manner.

D. When an aerial installation extends more than 250 feet from Mid-Hudson's trunk or feeder cable the subscriber will be charged on a time and material basis beyond the first 250 feet of the extension.

E. When a subscriber specifically requests nonstandard installation of cable, installation charges will be based on time and material costs. The term "Standard Installation" is defined in the annexed Exhibit I.

F. When a customer specifically requests underground installation, the installation charge will be based on time and materials. The customer may be required to provide the necessary trenching for underground service at his own expense.

6. FRANCHISE FEE

Mid-Hudson Cablevision agrees to pay a franchise fee for compensation for the rights and privileges enjoyed hereunder. Mid-Hudson Cablevision will pay 3% of gross monthly revenue received from provision of recurring cable services to subscribers. Recurring cable services includes the monthly charge paid by cable subscribers, but does not include monies received from non-cable subscriber sources and one-time payments for equipment sales, installation fees and similar miscellaneous items that are already subject to sales tax. The sum shall be paid annually on or before the 15th day of June of each year. In the event that the franchise payment is not received on time a penalty shall be assessed as follows (sums are not accumulative):

3% to the City of Hudson based upon the total number of active subscribers in the City.

7. FREE SERVICE

Mid-Hudson will provide one (1) standard installation (Exhibit I) and Broadcast Basic Service free of monthly charges to schools, civic, public, and municipal buildings located in the Primary Service Area as set forth in Exhibit II. Mid-Hudson will upon request, also provide 1 standard discounted high speed internet access cable modem to the sites listed above on a voluntary basis.

8. COMPLAINTS

A. Mid-Hudson shall maintain a listed telephone number toll free for the purpose of receiving and responding to cable television subscriber complaints.

B. All subscriber complaints or trouble calls shall receive investigative action on the same day such complaint or call is received at the office, if possible, but in no case no later than the following business day. Customer Service and Consumer Standards shall be in compliance with the standards set forth in Parts 890 & 896 of the rules and regulations of the New York State Public Service Commission (NYSPSC).

C. Mid-Hudson shall provide notice to each subscriber, upon installation and yearly thereafter of the procedure for reporting and resolving subscriber complaints. (Such notice may be written or by such other means as the NYSPSC may from time to time approve).

9. PROHIBITION OF ABANDONMENT

Mid-Hudson shall not abandon service to any area in this franchise without the prior written consent of the City Board of the City of Hudson, which consent shall not be reasonable withheld.

10. RECORDS & REPORTS

Mid-Hudson will keep a full record of the plans, maps, and records showing the exact location of all equipment located and used in the City of Hudson. The City reserves the right, upon reasonable notice during normal business hours, to inspect all pertinent maps, plans, and other materials of Mid-Hudson pertaining to the construction and operation of the cable plant in the City. Mid-Hudson is a private company and does not publish a public financial statement.

11. EQUAL EMPLOYMENT

Mid-Hudson shall not refuse to hire or employ nor bar or discharge from employment, nor discriminate against any person in compensation or in terms, conditions, or privileges of employment because of age, race, creed, marital status, color, national origin, or sex. Mid-Hudson shall have an Equal Employment Program on file at its' main office for public inspection.

12. INDEMNIFICATION AND INSURANCE

A. Mid-Hudson, its successors and assigns shall at all times save and keep harmless and fully indemnify the City, its officers, agents, servants, and employees from and against any and all loss, liability, suits, damages, costs, charges, legal fees and expenses in any manner arising from the construction, repair extension, maintenance or operation of their equipment of any kind or character and from any negligence, fault, or misconduct on the part of Mid-Hudson, its officers, agents, servants and employees or by reason of any act done or omitted to be done in the premises of said City. Mid-Hudson shall obtain and carry property damage and personal liability insurance written by an insurance company or companies qualified to do business in the State of New York. The amounts of such insurance shall not be less than $1,000,000 for liability due to damage to property, no less than $2,000,000 for liability due to injury or death of any person and not less than $2,000,000 for liability due to any one accident. The City shall notify Mid-Hudson within thirty (30) days after the presentation of any claim or demand, either by suit or otherwise, made against the City on account of any negligence or other conduct on the part of Mid-Hudson,

B. A certificate evidencing the insurance coverage required by paragraph (A) above, shall be delivered by Mid-Hudson to the City Clerk as requested within 120 days of franchise and annually thereafter.

13. REPAIR OF PROPERTY

Any City property damaged or destroyed by Mid-Hudson shall be promptly replaced and permanently

restored to the condition in which it was prior to such damage or destruction at the sole expense of Mid-Hudson and for failure to do so the City may do so and charge the cost thereof to Mid-Hudson.

14. FRANCHISE TERM

Mid-Hudson Cablevision's franchise shall run for a term of fifteen (15) years from the effective date of approval by the New York State Public Service Commission (NYSPSC).

15. TERMINATION

This franchise may be forfeited upon the failure to observe the material terms and conditions outlined herein. The franchisee recognizes the importance of making timely payments for Franchise Fees. The failure of Mid-Hudson to obviate or correct any material violation within a mutually agreed upon reasonable period of time, which shall not exceed 45 days, after being notified by the City in writing, the City may, upon the option of the City, after a public hearing, held after due notice, and subject to the review of the NYSPSC, terminate the contract and end the franchise.

16. RESPONSIBLE MUNICIPAL OFFICER

The Mayor shall be responsible for the continuing administration of this franchise.

17. PUBLIC-EDUCATIONAL-GOVERNMENTAL (PEG) ACCESS

A. Mid-Hudson will provide PEG access in accordance with the Standards of the NYSPSC, as set forth in 895.4 of the commission's rules, and the rules of the Federal Communication Commission and Cable Consumer's Protection Act of 1992.

18. APPROVAL AND AMENDMENT OF PROVISIONS

A. The terms and provisions of this franchise and any amendments to it are subject to the approval of the NYSPSC.

B. Should the Federal Communications Commission or the NYSPSC make such modifications of the provision of their rules and regulations that would require the amendment of this agreement, the necessary amendments will be sought within one (1) year of the date of issue. No amendment shall be affected without the prior approval of the Commission in accordance with Section 892-1.4 of the Rules of the NYSPSC.

C. Referral: In the event that there is any issue which cannot be resolved between Mid-Hudson and the City or City, such issue may be referred to the NYSPSC (NYSPSC) for their review and mediation. Such referral will be in writing with copies to both parties.

19. MATERIAL PROVISIONS AND SEVERABILITY

Should any provision of this franchise be held invalid by any court or regulatory agency of competent jurisdiction, the remaining provisions of this franchise shall remain in full force and effect.

20. POLICE POWERS

The City of Hudson reserves the right to adopt, in addition to the provisions contained in this franchise and existing applicable ordinances, such additional regulations as it shall find necessary in the exercise of its police powers; provided, however, that such regulations are reasonable, not materially in conflict with the privileges granted in this franchise and consistent with all federal and state laws, rules, regulations and orders

21. REPRESENTATIONS

This agreement sets forth all of the promises, agreements, conditions, and understandings between the City and Mid-Hudson Cablevision with respect to the subject manner hereof and supersedes all negotiations, conversations, discussions, correspondence and agreements between the City and Mid-Hudson concerning such subject matter. This Franchise can only be changed in accordance with section 18 or as agreed by the parties in writing.

22. EXCUSABLE DELAY

In no event shall Mid-Hudson be liable to the City for any delay or failure to perform hereunder, which delay or failure to perform is due to causes beyond the control of Mid-Hudson, without limitation, acts of God, strikes, fires, war or other malfunction or failure of any entity from which Mid-Hudson obtains licenses, permits, materials, information, or has contracts with in order to perform the services under this agreement.

23. NECESSARY OPERATING AUTHORITY

Mid-Hudson shall file requests for all necessary operating authorizations with the NYSPSC and the Federal Communications Commission within sixty (60) days from the effective date of this franchise.

24. MOST FAVORED NATIONS

No municipality may award or renew a franchise for cable television service which contains economic or regulatory burdens which when taken as a whole are greater or lesser than those burdens placed upon another cable television franchise operating in the same franchise area. In the event that the City of Hudson or the grants another franchise for cable television or the provision of video services which are more favorable to any other business entity, such more favorable terms or conditions shall be incorporated herein.

25. APPROVAL

The terms of this franchise are subject to the approval of the NYSPSC.

26. TRANSFER OF OWNERSHIP

Mid-Hudson shall have the right to transfer this franchise without prior municipal approval. However, Mid-Hudson shall give 30 days written notice to the municipality prior to any transfer.

27. EQUALITY

Access to cable service will not be denied to any group of potential residential subscribers because of the income of the residents of the local area in which such group resides.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date first above written.

MID-HUDSON CABLEVISION, INC.

By:_____
James M. Reynolds, President

CITY OF HUDSON

By:_____
Rick Rector, Mayor

EXHIBIT I

"Standard Installation" shall be defined as the work required to establish a service connection (service drop) between the CATV distribution facilities and the residential subscriber outlet in a single dwelling unit structure. This work normally takes approximately one hour and involves installing a black service drop wire from the CATV distribution facilities for a distance of no more than 250 feet to an attachment on the subscriber's house in a manner similar to the installation of a telephone service drop. From this point the cable is then routed to the cable outlet by the most convenient path. Standard installation will include all necessary work associated with the normal routing of the service drop. All installations will be grounded in accordance with the National Electrical Safety Code and the rules of the NYSPSC.

Standard Installation will not apply in the following situations:

A.) any type of multiple dwelling complex; hotels, motels, apartment houses, hospitals, etc.

B.) When the subscriber drop must be extended more than 250 feet from the CATV distribution system.

C.) When Special work is requested or must be performed in order to establish the service connection between the CATV distribution facilities and the subscriber terminal or TV set.

Examples of this type of work could be: Prewiring of a new building for multiple outlets or other purposes; special subscriber requests for wiring in attics, basements, crawl spaces or to install wires internally in preexisting walls.

D.) Special drilling through concrete, steel, asbestos shingles. All nonstandard requests shall be performed on a time and material basis. All underground installations are considered nonstandard.

EXHIBIT II

CITY OF HUDSON FRANCHISE
MAP OF PRIMARY SERVICE AREA

Tourism Board
June 28, 2018

Present, all members:

Rich Volo, Chair
Jeff Hunt, Jaime Smith Quinn, Kristen Keck, Ellen Thurston, David Brown, Ted Gramkow, Tambra Dillon, Chuck Rosenthal
Meeting start: 5:32pm, Thursday, June28th
Meeting stop: 6:35pm

-Round of introductions
--Tourism board budget ok'd via Common Council?
--Tourism board meetings – quorum? Are appointed members similar to elected officials and subject to Open Meeting laws?
--Oath – Ted to take
--City Email addresses – to be set up.
--Next meeting to be held at the FASNY Museum
--Next meeting, Ann Cooper to be invited

On-going Topics discussed:

-Everyone to share data they have regarding tourism in the area
-What are the goals of the group?
-What would be the groups marketing strategy and to whom?
-Mission and Vision Statements?
-Physical Concierge?
-Website? Logos? VisitHudsonNY.com
-Who is already doing what?

Rich Volo
Alderman
Fourth Ward, City of Hudson

Fire Committee
June 25, 2018

Meeting called to order 5:30 PM

In attendance: Chairman Dominic Merante

Committee members-Aldermen: Kamal Johnson, Rob Bujan, Dewan Sarwar

Commissioner Tim Hutchings, second Assistant Fire Chief Nick Piero, Fire Chief Anthony DeMarco

The fire department report was submitted for April to the committee.

Assistant Fire Chief Nick Piero gave an in depth presentation regarding the fire equipment identified in the FEMA grant. The equipment will be outdated at the end of the month of September 2018. They knew equipment will be needed to be ordered by August 1, 2018 to allow for delivery and training of the equipment by September 30 deadline.

Ald. Bujan asked Nick Piero if he could make a presentation at the finance committee as a resolution is being prepared for the Council.

At this time the grant is still in review process. The grant can still be approved however, it could be in November.

A request was made by Providence Hall asking the fire department to do a fire safety presentation to the residents. Second assistant Fire Chief Nick Puro will arrange for presentation to Providence Hall in the near future.

The fire Commissioner informed the committee on the submission of the grant for a fire boat. This boat could serve green in Columbia counties fire\water emergencies if needed. The city portion of the cost of the fire boat will be submitted in the 2019 budget.

Public comment-

A resident asked the cost of the fire boat.

The Mayor asked if the fire boat purchased could be a consideration for shared services with the County. The fire Commissioner will follow up on the suggestion.

Meeting adjourned at 5:35 PM

Respectfully submitted,
Dominic Merante
Chairman

DPW & Parks Committee
July 18, 2018

Attendees: Eileen Halloran, Rich Volo, Rob Perry, Peter Bujanow
Absent: Shershah Mizan, Tiffany Garriga
Also attending: Peter Spear, Nathan McLaughlin
Meeting called to order at 515p No Quorum
Meeting Adjourned 550p

Supt. Report (see attached)
Rob the Committee's attention to the following items covered in the Report:

*an update on significant Sewer infrastructure upgrade in progress on Columbia St.
*termination of contract for work on upper Union St. due to several missed project deadlines: DPW negotiating with EFC for extension and with lowest bidder
*an update on the June major Water on Columbia St.
*atypical number of warm weather breaks at higher elevation in the City, Paddock Place, North 7th St, Glenwood Blvd and Spring St all failed within last month.
*the City and Laberge grant writers will present a request to complete Phase V, final year of 5 year plan to upgrade and improve flow to the "Blvds" includes Washington St. between N.6th-North 5th

New Business (see attached)
Peter Spear and Nathan McLaughlin spoke to the Committee about a national effort "to help communities develop and implement policies and practices to ensure streets are safe for people of all ages and abilities, balance the needs of different modes and support local land uses, economies, cultures and natural environments."
Note, we will learn more about is effort over the next few months, with the help of Rebecca Polmateer from Cornell Cooperative. She has worked with other municipalities to develop and implement policies.

Submitted by:
Eileen Halloran
DPW & Parks Committee Chair
5th Ward Alderwoman

Superintendent's Report

Wednesday, July 18, 2018

Sewer Department

- Septage Revenue: June $36,722
- June/July **Sewage** Overflows into the North Bay via CCT or CSO-6 (7th Street to Underhill Pond) or CSO-5 (Cross Street to River):

Date	Volume (gallons)	CSO-6	CSO-5	Rain (inches)
June 25, 2018	-0-	YES	YES	1.1"
June 28, 2018	730,000	YES	YES	1.0"
July 15, 2018	-0-	YES	YES	0.4"
July 17, 2018	740,000	YES	YES	2.6"
	1,470,000 gallons			5.1"

  - **Not** in Stormwater: Feminine products, human feces, rags/wipes, toiletries, detergents, grease, etc.

- Several large storms have deposited massive amounts of stones and bricks (1) from failing old sewer lines throughout the system. Once the sewer main is ripped apart, the storm flow then removes huge quantities of sand/clay (2)
- In these instances, the amount of grit has overwhelmed the bar racks which necessitates a private contractor to vacuum out the grit. Four (4) feet of grit ahead of bar screen (3) is shoveled grit into a vacuum hose, (4) which is then deposited into a roll-off container. (5)
- Grit vortex was also clogged with grit that needed to be removed (6) and main wetwell (7) had three (3) feet of grit that engulfed the pumps. After removal. (8)
- Construction if full swing on Columbia Street. Structure (manhole) installed and connected to old stone sewer on Front Street the pipes are sealed on inside (9) and outside. (10) Laser is installed in lower structure that is used to position each subsequent section of pipe. Red Dot in middle of target. (11) Plenty of obstructions for the new pipe including: abandoned gas and water mains. (12) Also posing a more significant conflict were buried active primary power lines. (13) New conduit installed above (14) old conduit to raise the elevation by two (2) feet.
- Upper Union Street has taken a turn for the worse. The contract was awarded to CASA Builders in March, and since then they have been only partially responsive, missing several deadlines. Accordingly, the City has terminated their contract (15) and we are now negotiating with EFC for an extension, as well as the next lowest bidder, Keller & Sons regarding their bid.
- WQIP application nearly complete to seek 40% funding to upgrade two (2) older pump stations.

Water Department

- Major water break last month rapidly depressurized the entire city. On June 20th, the contractor on Columbia street was removing material to install new piping. As part of their excavation they removed material from a water main previously capped during urban removal. Hours later, the rotten restraining bolts gave way and the cap blew-off like a "champagne cork". (16) Once the water drained, the cap was laying on the bottom of the excavation. (17)

- Material removed by failure undermined the road. (18) New cap installed hours later. (19)
- The following day it was realized that the emergency fix was on one section of pipe and that the exact situation that failed the day before, still existed on the pipe section below the repair. The decision was made to excavate further, (20) shut-down water locally and remove the lower cap from 1970's and replace with new cap. 1970 section was removed. (21) and the recent repair was removed. (22) Photo (23) shows the water main still under partial pressure to prevent silt and sediment from draining back into the main. Final cap installed. (24) A drawing of the problem that caused the failure. (25)
- Post water break, we have experienced an atypical amount of warm weather breaks on the "high-end" of the city. Paddock Place, North 7th Street, Glenwood Boulevard have all failed in the past month. Spring street is the most recent: (26)
    - Water breaks the surface of the shoulder, (A)
    - Excavation finds the broken main (a hole) next to a domestic service, (B)
    - A 15" tapping sleeve was wrapped around to cover the break and match-up with the hole for the domestic service connection, (C)
    - Corporation stop installed and a compression fitting used to connect new to existing. (D)

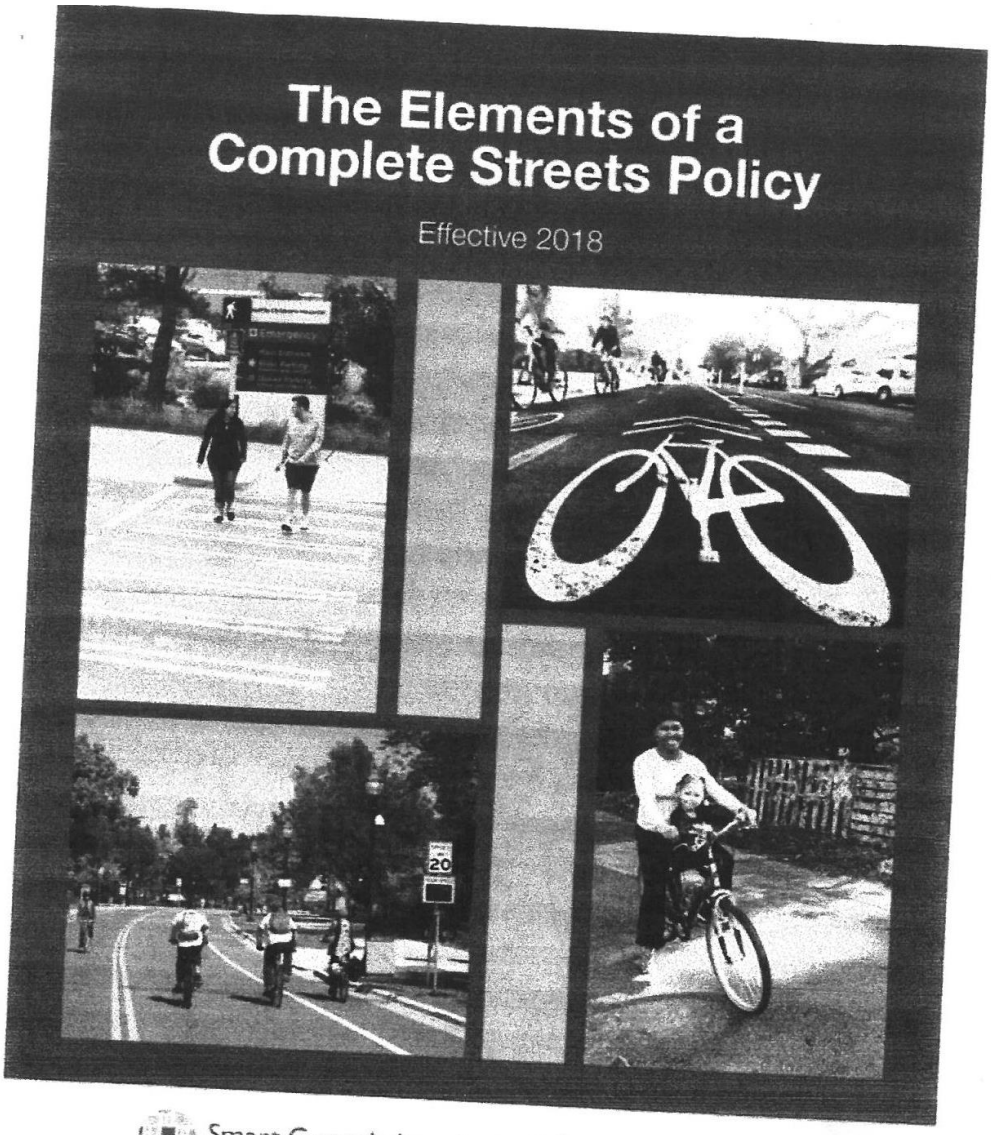
- 12" water main project begins with saw-cutting the street (27) and stockpiling material. (28)
- NY Water Grants will be available in September. Next month the City & Laberge will present a resolution to complete Phase V, the final phase of a five-yr. upgrade to improve flow to "the boulevards." Phase V includes Washington Street between North 6th & North 5th. It is densely populated and has roughly forty (40) domestic services. This must be completed by contactor as Water Department has too many other responsibilities to handle this install, quickly.
- On a rainy day the crew takes the opportunity to seal and paint inside of new utility trailer, (29) as well as fashion an easier way to apply CuSO4 into the reservoir. (30)

Ferry Street Bridge

- Amtrak will provide a draft agreement to CM/City of Hudson for review (late July/early August)
- CM to submit Draft Design Report (mid-August)
- Obtain executed Preliminary Railroad Design Agreement (Sept/Oct)
- Hold Public Information on Ferry St Bridge (early Oct)
- Obtain Railroad comments on Design (Dec)

DPW

- Corroded gas tank (31) on old garbage truck is replaced. (32)
- Recycling (33) v. Trash (34) from Boston College. "No Food Scraps"
- Shared Services: Loaned light tower (35) with generator and PDU (36) to School District.
- Unified Courts: 2018/2019 Budget has been submitted, as well as 2017/2018 Recapitalization.
- Cemetery: Surveying new section along Columbia Turnpike
- Ronnie Gaylord retiring after 37 years. We wish him the best, as he has certainly earned it.



Smart Growth America | National Complete Streets Coalition

First Name

Last Name

Email Address

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Authors

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COMPLETE STREETS (/CATEGORY/COMPLETE-STREETS/)

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COMPLETE STREETS POLICY DEVELOPMENT RESOURCES (/TAG/COMPLETE-STREETS-POLICY-DEVELOPMENT-RESOURCES/)

COMPLETE STREETS POLICY IMPLEMENTATION RESOURCES (/TAG/COMPLETE-STREETS-POLICY-IMPLEMENTATION-RESOURCES/)

Resource Type

FACT SHEET (/RESOURCE-TYPE/FACT-SHEET/)

More about Complete Streets policies

Learn more about passing and implementing Complete Streets policies ›› (/program/national-complete-streets-coalition/complete-streets-implementation/)

ELEMENTS OF A COMPLETE STREETS POLICY

The National Complete Streets Coalition (NCSC) previously identified 10 elements (https://smartgrowthamerica.org/resources/the-ten-elements-of-a-complete-streets-policy/) of a comprehensive
Complete Streets policy to help communities develop and implement policies and

practices that ensure
streets are safe for people of all ages and abilities, balance the needs of different modes, and support
local land uses, economies, cultures, and natural environments.

But since it first began over a decade ago, the Complete Streets movement has evolved to focus far more on implementation and equity. In response to these changes, the Coalition updated and revised the Complete Streets policy framework to require more accountability from jurisdictions and provisions that account for the needs of the most vulnerable users. The 10 revised policy elements are based on decades of collective expertise in transportation planning and design, created in consultation with NCSC's steering committee members and a group of national stakeholders consisting of engineers, planners, researchers, and advocates.

The elements serve as a national model of best practices that can be implemented in nearly all types of Complete Streets policies at all levels of governance. For communities considering a Complete Streets policy, this resource serves as a model; for communities with an existing Complete Streets policy, this resource provides guidance on areas for improvements.

An ideal Complete Streets policy includes the following:

1. **Vision and intent**: Includes an equitable vision for how and why the community wants to complete its streets. Specifies need to create complete, connected, network and specifies at least four modes, two of which must be biking or walking.
2. **Diverse users**: Benefits all users equitably, particularly vulnerable users and the most underinvested and underserved communities.
3. **Commitment in all projects and phases**: Applies to new, retrofit/reconstruction, maintenance, and ongoing projects.
4. **Clear, accountable expectations**: Makes any exceptions specific and sets a clear procedure that requires high-level approval and public notice prior to exceptions being granted.
5. **Jurisdiction**: Requires interagency coordination between government departments and partner agencies on Complete Streets.
6. **Design**: Directs the use of the latest and best design criteria and guidelines and sets a time frame for their implementation.
7. **Land use and context sensitivity**: Considers the surrounding community's current and expected land use and transportation needs.

8. **Performance measures:** Establishes performance standards that are specific, equitable, and available to the public.
9. **Project selection criteria:** Provides specific criteria to encourage funding prioritization for Complete Streets implementation.
10. **Implementation steps:** Includes specific next steps for implementation of the policy.

SMART GROWTH AMERICA
1152 15TH ST NW SUITE 450
WASHINGTON, DC 20005 (202) 207-3355 (TEL:(202) 207-3355

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Economic Development Committee
June 21, 2018

Attendance: Rich Volo, John Rosenthal, Calvin Lewis, Eileen Halloran
Start: 6:03pm
End: 6:45pm

- Clean Energies – Craig Haigh attending Training that day to complete 4th High Impact task for grant.
- Mid-Hudson Cable update – Public Hearing for resolution set for July 9th
- Updates from Sheena:
    - Proposed Land Swap with City and HCDPA – Sheena to send details regarding two similar sized parcels of land for resolution. The City will then have a parcel of land that can be developed.
    - KAZ site – on hold. Board members are doing developer site visits.
        - CSX Land – to be discussed at the next HDC meeting
    - Dunn Warehouse Update – we need to send a letter to Restore NY to ask for an extension to the project.
        - All information/folder has been copied and distributed to all Economic Dev Committee members regarding Dunn Warehouse
        - No Administrative fees in Restore NY grant
        - Looking for private/public partnership. Long-term lease is OK
        - To approach minority/woman/veterans when asking for contractors.

Rich Volo
Alderman
Fourth Ward, City of Hudson

Economic Development Committee
July 19, 2018

Attendance: Rich Volo, John Rosenthal, Calvin Lewis, Eileen Halloran
Start: 6:02pm
End: 6:45pm

- Mid-Hudson Cable and Land Swap resolutions from previous month(s) OK'd no questions.
- Clean Energies – City of Hudson Four High Impact Task Items are complete. City to receive $35,000 towards clean energy projects.
    - Projects may include:
        - Audit of City Electrical usage – replacement of bulbs in municipal buildings.
        - LED light bulb exchange for residents.

  - Solar Panels on a City Building to generate electricity.
  - NYPA funding available for City to purchase street lights from National Grid. Sent information to DPW/Finance committees
  - Future projects – electric charging station grant in the Fall with DEC.
- EIC Resolution – Letter explaining changes to current legislation regarding low cost clean energy financing to be distributed to Committee Members, then to be introduced to Common Council
- Committee Ok's RV to write letter of extension on Dunn Warehouse project.

Rich Volo
Alderman
Fourth Ward, City of Hudson

Police Committee
July 23, 2018

In attendance Chairman Johnson, Alderman Bujan, Alderman Sawar, Alderman Merante and Chief Moore, HPD

Meeting called to order at 6:00pm. Chief Moore presented an update on the Handle with Care program. The MOU has been finished and looked over by the City's lawyers.

- Body Camera Update: Alderman Bujan has been in contact with a representative for the body cameras. Alderman Bujan is gathering information on a five year payment plan and what other cities are implementing around body cameras.
- Pedestrian safety campaign: Chief Moore presented on a new safety campaign that will inform citizens about the crosswalks and traffic safety. Officers will be handing our informational pamphlets to educate pedestrians. Officers dressed in plain clothes will be issuing written warnings.

Public Forum:
Maija Reed commented on the need for stop signs at Washington St. Hill. Ms. Reed spoke about the blind spots in both directions. Chief stated that he will revisit the issue with DPW.

Dylan Weidman commented on last month's meeting regarding the raids and the possibility of bringing in Chatham Police Chief Volkmann for a presentation on his programs at a later police committee meeting. (Mr. Weidman also discussed a personal issue which he felt he was treated unfairly by HPD, Chief Moore explained the procedure for filing a grievance and complaint form.

Youth, Senior, Education Committee
August 1, 2018

In attendance Chairman Johnson, Alderman Merante, Youth Department Director Nick Zachos

Meeting brought to order at 5:31pm. Update by Senior Center Director. Director provided updated emergency plans for the Senior Center.

Updates on the Youth Center presented by Director Nick Zachos

- Budget amendment update.
    - Oakdale improvements mostly complete.
        - Plumbing electrical, paint, washer/dryer, ice machine, hot water heater, new railing finished.
        - Bathroom revamp, garage work still underway.
    - Furnace work in fall.
    - Meeting with Craig Friday to do final review of Fire Alarm System.
    - Nick has submitted his info for background check with DCJS.
    - Check-In system is purchased and being set up by staff.
    - Fence is out for bids.
    - Beach work complete, beach expanded.
- Record numbers attendance at Oakdale 229 campers signed up.
- We are averaging 27% higher attendance in comparison to the first 15 days of camp last year.
- New programming for campers.
    - Nature program.
    - Canoeing
    - Reading Program
    - Dance and Double dutch
- Improved staff performance compared to last year.
- Passed all DOH inspections to date (perfect camp inspection).
- New trail system in development.
- Bike COOP progressing with volunteers.
- Positive public feedback on camp and beach appearance.

Up and coming

- Closed 8/17/18 through 9/3/18. First Day of the Fall programming 9/4/18
- Boxing program starting back up in the fall.
- YSL to begin 9/8/18
- Sign-ups for Soccer program available online or at Oakdale.
- Music program in development for the fall.

- Tutoring program in development for the fall.
- Community Dinner with Ms. Ida Pearl in conjunction with GHPN returns weekly 9/4/18

Friends of Oakdale picnic Thursday 8/9/18

Tourism Board
July 24, 2018

Meeting Start: 5:35pm
Meeting End: 6:45pm
Present: Rich Volo (RV), Chair
Chuck Rosenthal (CR), Ellen Thurston (ET), Jamie Smith Quinn (JSQ), Jeffrey Hunt (JH), Kristen Keck (KK), Tambra Dillon (TD), Ted Gramkow (TG)

Meeting Minutes:

- All Board members now have a City of Hudson email address. All Tourism Board communication will go through these email addresses.
- A Tourism Drop-box will be created to share information.
- For the Tourism Budget, what is the level of detail required? RV to ask Treasurer, Heather Campbell for similar budgets.
- The Tourism Board OK'd a letter of support for the HarC Bus.
- Discussion around Tourism Kiosk
    - RV to ask Mayor about Police station usage
    - The current stand at 7th Street Park, as per DPW will be difficult to move
    - JSQ/FASNY offered assistance in helping with any kiosk, staffing, etc.
- Signage – there may be some money in one of the projects of the DRI regarding signage. Would this be available? RV and JH to investigate
- Sub-committees to be set up and report back:
    - Audit Committee (who already is doing what in Tourism in Hudson) – TG and KK
    - Budget – RV
    - Purpose and Mission – TD and JH
    - Marketing – JSQ
- Meeting with Ann Cooper and staff of Columbia County Tourism. Distribution of Columbia County Tourism documentation and explanation of Columbia County Tourism's mission statement, funding, marketing and graphic contacts, and structure within the larger Hudson Valley tourism region. RV will be Ann Cooper's main point of contact with City of Hudson Tourism Board.
- **Next meeting: FASNY, 5:30pm, Tuesday, Aug 28th**

Rich Volo
Alderman
Fourth Ward, City of Hudson

Finance Committee
July 17, 2018

Attendees: Alderman Volo, Halloran, Mizan, Bujan. Treasurer: Heather Campbell

Meeting commenced at 5:32. Minutes from June meeting were accepted and by Alderwoman Halloran & seconded by Alderman Volo

Treasurer's Report:

1. Building Permits – still a bit behind from last year
2. Parking revenue is on point
3. HFD Air packs: 2 resolutions tonight – 1 to allow us to use money on general fund & also to do a bond see 2 options for air packs. Bond anticipation note – short term borrowing/see notes on the treasurer agenda. The bond resolution can be borrowed against – for capital expenses. Can only borrow money for PPU: Purpose Probable Life. For the use to pay off. There will be admin expenses regardless of we get the grant.
4. 255-257: Heather will go out to get best offer from both offers. All agreed to have Heather approach this.
5. Fund Balance Policy & Procedure reviewed and unanimously voted to move forward to Common Council for vote.
6. Review Police Cams – Heather will speak to bond counsel on whether or not we can enter into a lease for this. Since we cannot bond we have nothing to compare this to.
7. Next month:
    a. Heather will sending the 2019 Budget Requests. They are due on 9/10 and meet with them thru 11/10. BEA is required to have the BEA authorized budget to the CC by 11/10. CC has the authority to cut the budget, not to increase it.

Public Comments:

- Claudia – asked for clarification on the old police court building. The resolution doesn't carry over that the sale would be made to apply money into that. The mayor may be using some of the office into police/court. So we should figure out where these buildings are to get them out. The charter states that one council cannot bind another fiscal resolution. Rob to bring that old resolution to the next meeting.

- DRI question came up: how does the money get spent. Heather said that city funding has to be spent and get for $3 - $4M for city costs for DRI. That money would be restricted in the fund.
- Meeting adjourned at: 6:35. Volo motion to adjourn

Minutes submitted by Chair Rob Bujan, Finance Committee

Communications.

On motion of **Alderman Halloran,** seconded by **Alderman Volo**, the following communication was ordered received and placed on file:

1) Mayor Rector's Veto Message on Proposed Local Law Introductory No. 4 of 2018 – Vacant Buildings.

Carried.

Bills.

On motion of **Alderman Bujan,** seconded by **Alderman Halloran,** the bills were audited and ordered paid by the following vote:

AT & T Mobility	46.09	Magna 5	86.51
Rackspace US Inc.	664.00	Pattison,Koskey,Howe,Bucci CPA	10,356.75
Complus Data Innovations Inc	3,540.81	Cardinal Systems, Inc.	3,577.00
Magna 5	746.89	Whitbeck Benedict & Smith LLP	1,010.50
Hudson Valley Resource Grp	1,170.00	Sickler,Torchia,Allen,ChurchillCPA	5,000.00
Mid Hudson Cablevision	58.95	Chatham Auto Parts Inc	488.03
Verizon	50.77	US Bank Equipment Finance	160.58
Mid Hudson Cablevision	38.95	Craig Haigh, CEO	50.00
Willard Powell	600.00	Eastern Managed Print Network	107.88
Postmaster (Parking Violation)	150.00	Ricoh USA Inc	12.14
Ricoh USA Inc	130.29	City Locksmith LLC	190.00
Col Greene Humane Society	2,800.00	Johnny's Ideal Printing	537.00
US Bank Equipment Finance	76.40	JV Computers	645.75
Accela Inc.	899.00	WB Mason Co Inc	424.98
USI (City's Insurance)	112,683.44	Johnson Newspaper Corp	154.62
Main Care Energy	44.03		

2018 Award Grants

Mohammed Rony (BASH)	2,200.00	Hudson River Exchange LLC	500.00
Friends of Hudson Youth	800.00	Operation Unite NY Inc	3,300.00
Shaina Morran (Halloween Parade)	859.00		

Ferry Street Bridge

Creighton Manning	5,185.69		

Police/Courts

Fiscal Advisors	2,000.00	Sweet Tree Service LLC	1,900.00

Ayes: Aldermen Bujan, Garriga, Halloran, Johnson, Lewis, Merante, Mizan, Sarowar and Volo. (9)
Nays: None. (0)
Abstained: President DePietro. (1)

Resolutions.

On motion of **Alderman Bujan**, seconded by **Alderman Mizan**, the following resolution was adopted by the following vote:

RESOLUTION NO. 1 August 21, 2018

RESOLVED, that the following be and hereby are appointed Commissioners of Deeds in and for the City of Hudson, County of Columbia, for the following term:

September 1, 2018 through August 31, 2020	(work)
Laurie Unkel 265 Bells Pond Rd, Hudson, NY	25 Railroad Avenue
Jonathan T. Merante 821 Union St, Hudson, NY	701A Union Street
Patrick Meister 5619 Route 9H & 23 Hudson, NY	701A Union Street

Ayes: Aldermen Bujan, Garriga, Halloran, Johnson, Lewis, Merante, Mizan, Sarowar and Volo. (9)
Nays: None. (0)
Abstained: President DePietro. (1)

On motion of **Alderman Bujan**, seconded by **Alderman Halloran**, the following resolution was adopted by the following vote:

RESOLUTION NO. 2 August 21, 2018

A RESOLUTION TO RE-ADOPT A FUND BALANCE POLICY

WHEREAS, in the interest of prudent fiscal management, City Council desires to establish a Fund Balance Reserve policy, and

WHEREAS, the purpose of such Fund Balance policy is to allow financial reporting consistent with GASB 54, and to provide the City with a framework for stability and consistent operations through changing economic climates and turnover of elected officials, and

WHEREAS, the City wishes to give guidance in order to ensure the City maintains a appropriate level of financial reserves for working capital, cash flow for daily financial needs, unforeseen operating expenditures, unexpected revenue declines due to downturns in the economy, and unforeseen natural disaster expenditures,

NOW, THEREFORE BE IT RESOLVED, that the Common Council adopts the attached Fund Balance policy.

Approved by Board of Estimate and Apportionment.

Fund Balance Policy

City of Hudson, NY

PURPOSE

The City is responsible for the appropriate accounting of public funds, the sound management of municipal finances and the adequate funding of services required by the public. This fund balance policy is intended to help the City maintain a prudent level of financial resources to provide essential services, maintain sufficient cash flow and manage unanticipated occurrences.

BACKGROUND

The Governmental Accounting Standards Board (GASB) issued GASB Statement Number 54, Fund Balance Reporting and Governmental Fund Type Definitions. Statement 54 abandons the reserved and unreserved classifications of fund balance and replaces them with five new classifications for Governmental Funds: non-spendable, restricted, committed, assigned and unassigned. The last three classifications comprise the unrestricted fund balance. The statement went into effect June 30, 2011.

DEFINITIONS

Fund Balance – Consists of the measurement of available resources and represents the difference between total assets and total liabilities.

Non-spendable – Consists of the amounts that cannot be spent because they are in a non-spendable form.

Restricted – Consists of amounts that are subject to externally enforceable legal purpose restrictions imposed by certain creditors, grantors, contributors, or laws and regulations of other governments; or through constitutional provisions or enabling legislation.

Committed (Unrestricted) – Consists of amounts constrained to specific purposes by a government itself using its highest level decision making authority (Common Council). The Common Council must take formal action before the end of the fiscal year to add or remove a constraint.

Assigned (Unrestricted) – Consists of amounts that are subject to a purpose constraint that represents an intended use established by the government's highest level decision making authority (Common Council), or by the Council's designated body or official. The purpose of the assignment must be narrower than the purpose of the General Fund. In funds other than the General Fund, assigned fund balance will be the residual (unassigned, unrestricted) amount of fund balance.

Unassigned (Unrestricted) – For the General Fund, this consists of all balances remaining after considering the other four categories and could result in a surplus or a deficit. Use is least constrained in this category. In funds other than the General Fund, the unassigned classification should only be used to report a deficit balance.

CLASSIFICATIONS

Non-spendable	**Reserved - Not Available for Appropriation** • prepaid insurance • inventory • Cemetery Perpetual Fund
Restricted	**Designated Reserves - Available for Appropriation for a Specific Use** • Capital Reserves • Tax Stabilization Reserves • Debt Reserves • Repair Reserves • Insurance Reserve • Other reserves allowed by State statutes
Committed	**Unrestricted - Not Available for Appropriation** • Amounts constrained to specific purposes by the City itself via the Common Council • *OSC believes that in most cases, local governments will not have committed fund balance to report as reserves are allowed by State statutes.*
Assigned	**Unrestricted - Available for Appropriation** • Budgeted Use of Fund Balance • Encumbrances • Residual Fund Balance in funds other than the General Fund • *OSC believes that formal actions by the governing boards (resolutions, ordinances, and local laws) constitute a constraint of resources and will result in an assignment of resources.*
Unassigned	**Unrestricted - Residual** • All other unassigned fund balances • General Fund only, unless other funds have deficit balances

POLICY

Application

This policy shall apply to the City's General Fund, Cemetery Fund, Water Fund, and Sewer Fund.

Authority

The Common Council is the decision-making authority that can commit fund balance. The formal action that is required to establish, modify or rescind a fund balance reserve, commitment or assignment is a resolution approved by the Board of Estimate and Apportionment (BEA) and authorized by the Common Council.

Non-Spendable Fund Balance

At the end of each fiscal year, the City will report the portion of the fund balance that is not in spendable form as Non-Spendable on the financial statements.

Spendable Fund Balance

Restricted Fund Balance (Reserves)

- Funding of reserves can come from surplus funds, budget appropriations or other sources as designated by the BEA and authorized by the City Council.
- All expenditures from or uses of reserve will require prior BEA approval and Common Council authorization by adoption of a Use of Reserve Resolution.
- Reserves shall only be used for the purpose in which they are intended.
- At the end of each fiscal year, the City will report the portion of the fund balance that is reserved as Restricted on the financial statements.

Committed Fund Balance

- Whenever possible, when formal action by the Common Council (resolutions, ordinances, and local laws) constitutes a constraint of resources and will result in a future assignment of resources, the City will establish formal Reserve Funds.
- Where future funds are committed for specific purposes by formal action of the Common Council but no formal Reserve is established, such funds will be classified as Committed.
- Committed fund balance approved in prior year resolutions will be carried forward until spent or uncommitted by a current year resolution by the Common Council.

- At the end of each fiscal year, the City will report the portion of the fund balance that is committed as Committed on the financial statements.

Assigned (Unrestricted) Fund Balance

- General Fund
  - In the General Fund, funds intended for specific operating purposes identified in operating plans and budgets (e.g., encumbrances, budgetary Use of Fund Balance) will be classified as Assigned.
  - At the end of each fiscal year, the City will report the portion of the General Fund balance that is assigned as Assigned on the financial statements.
- Cemetery, Water & Sewer Funds
  - In the Cemetery, Water and Sewer Funds, residual (unrestricted, unassigned) fund balance will be reported as Assigned on the financial statements.
  - The Assigned fund balance range for the Water and Sewer Funds shall be not less than 25.0% and not more than 35.0% of the total adopted budgeted expenditures of each respective Fund.
  - The Assigned fund balance range for the Cemetery Fund shall be not less than 5.0% and not more than 15.0% of the total adopted budgeted expenditures of the Cemetery Fund.
  - The City Treasurer shall annually calculate and verify the Common Council's compliance with this policy. In determining compliance, the following formula will be used: the audited balance available in the Assigned fund balance of the City's Cemetery, Water and Sewer Funds for the most recently audited fiscal year, divided by the adopted expenditure budget for the ensuing fiscal year for each respective Fund.

Unassigned (Unrestricted) Fund Balance

- In the General Fund, residual (unrestricted, unassigned) fund balance will be reported as Unassigned on the financial statements.
- The unrestricted unassigned fund balance range for the General Fund shall be not less than 25.0% and not more than 35.0% of the total adopted budgeted expenditures of the General Fund.
- The City Treasurer shall annually calculate and verify the Common Council's compliance with this policy. In determining compliance, the following formula will be used: the audited balance available in the unrestricted unassigned fund balance of the City's General Fund for the most recently audited fiscal year, divided by the adopted expenditure budget for the ensuing fiscal year for the City's General Fund.

- The City Treasurer shall report annually to the BEA and the Common Council the results of the calculation and the BEA shall make recommendations for the use of funds in the event of a surplus or the replenishment of funds in the event of a deficit.

  Surplus
  - In the event the unrestricted unassigned fund balance of the City's General Fund exceeds the maximum requirements, the excess may be utilized for any lawful purpose approved by the BEA and authorized by the Common Council.
  - In order to minimize the long term effect of such use, the excess shall be appropriated to fund one-time expenditures or expenses which do not result in recurring operating costs, or other one-time costs including the establishment or increase in formal Reserve Funds.

  Deficit
  - In the event the unrestricted unassigned fund balance for the City's General Fund falls below the minimum requirement of 25% for any fiscal year, the BEA shall prepare and submit to the Common Council a plan to restore the balance to the minimum target level in the next budget year or other appropriate period of time.

Application of Funds

When multiple categories of fund balance are available for expenditure, the order of exhaustion of the fund will be as follows:

1. Restricted
2. Committed
3. Assigned
4. Unassigned

Review

This policy will be presented by the City Treasurer annually for review and adoption by the Common Council.

Ayes: Aldermen Bujan, Garriga, Halloran, Johnson, Lewis, Merante, Mizan, Sarowar and Volo. (9)
Nays: None. (0)
Abstained: President DePietro. (1)

On motion of **Alderman Lewis**, seconded by **Alderman Bujan**, the following resolution was adopted by the following vote:

RESOLUTION NO. 3 August 21, 2018

A RESOLUTION TO ACCEPT A DONATION ON BEHALF OF THE HUDSON FIRE DEPARTMENT

WHEREAS, the City of Hudson Fire Department has received a donation from James W. Schermerhorn in the amount of $50.00 and

NOW, THEREFORE BE IT RESOLVED, the City Treasurer is hereby authorized and directed to accept those funds to be set aside and used for the Fire Department Dive Team.

$50.00 Increase Revenue: A.0000.2089 Grants, non-budgeted
Increase Expenditure: A.3410.0520 Misc Firehouse Donations

Ayes: Aldermen Bujan, Garriga, Halloran, Johnson, Lewis, Merante, Mizan, Sarowar and Volo. (9)
Nays: None. (0)
Abstained: President DePietro. (1)

On motion of **Alderman Mizan**, seconded by **Alderman Bujan**, the following resolution was adopted by the following vote:

RESOLUTION NO. 4 August 21, 2018

A RESOLUTION TO ACCEPT A DONATION ON BEHALF OF THE HUDSON FIRE DEPARTMENT IN MEMORY OF MARK GRAZIANO

WHEREAS, the City of Hudson Fire Department has received a donation from the Columbia County Fire Chiefs Association, Inc. in the amount of $50.00 and

NOW, THEREFORE BE IT RESOLVED, the City Treasurer is hereby authorized and directed to accept those funds to be set aside and used for the Fire Department.

$50.00 Increase Revenue: A.0000.2089 Grants, non-budgeted
Increase Expenditure: A.3410.0520 Misc Firehouse Donations

Ayes: Aldermen Bujan, Garriga, Halloran, Johnson, Lewis, Merante, Mizan, Sarowar and Volo. (9)
Nays: None. (0)
Abstained: President DePietro. (1)

On motion of **Alderman Volo**, seconded by **Alderman Bujan**, the following resolution was adopted by the following vote:

RESOLUTION NO. 5 August 21, 2018

A RESOLUTION APPOINTING MEMBER TO THE HUDSON CONSERVATION ADVISORY COMMITTEE

WHEREAS, Chapter C Article XXXIII established the Hudson Conservation Advisory Committee ("CAC"), and;

WHEREAS, the term of current CAC member ANGELYN CHANDLER has expired;

NOW, THEREFORE, BE IT RESOLVED pursuant to Hudson City Charter §C33-2, that ANGELYN CHANDLER be hereby appointed to serve as a member of the CAC for a two-year term, said to term to begin running from the expiration of her prior term, to wit, June 1, 2018.

Ayes: Aldermen Bujan, Garriga, Halloran, Johnson, Lewis, Merante, Mizan, Sarowar and Volo. (9)
Nays: None. (0)
Abstained: President DePietro. (1)

On motion of **Alderman Mizan**, seconded by **Alderman Johnson**, the following resolution was adopted by the following vote:

RESOLUTION NO. 6 August 21, 2018

A RESOLUTION REQUESTING THE COUNTY OF COLUMBIA ENGAGE IN FEASIBILTIY STUDY WITH THE CITY OF HUDSON ON THE ACQUISITION AND USE OF THE JOHN L. EDWARDS SCHOOL FOR CITY/COUNTY MUNICIPAL OFFICES

WHEREAS, the Hudson City School District is in the process of closing the John L. Edwards School; and

WHEREAS, the John L. Edwards School is centrally located within the City of Hudson ("City") and may provide an advantageous location for the offices of the City of Hudson; and

WHEREAS, the County of Columbia ("County") has likewise expressed an interest in moving certain County offices to the John L. Edwards School; and

WHEREAS, the consolidation of City and County operations in a single building may provide a benefit to both municipal entities and to taxpayers; and

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of Hudson hereby requests that the County of Columbia engage in feasibility study with the City of Hudson of the acquisition and use of the John L. Edwards School for city/county municipal offices.

Ayes: Aldermen Bujan, Garriga, Halloran, Johnson, Lewis, Merante, Mizan, Sarowar and Volo. (9)
Nays: None. (0)
Abstained: President DePietro. (1)

Prior to voting "aye" on the proposed resolution, **Alderman Garriga** said "I support this, I do think it would be a great idea to have the county and the city combined in JLE and possibly putting the Youth Department as well because we all know how that building is deteriorating". She said "I don't know if everyone is aware of the situation with the Columbia Opportunities Head Start Program, they have been a part of the school district for about nineteen years, using their facilities for their two classrooms for Head Start Program and being that they're closing on the thirtieth, they have no place to go" and she said "I know this will be awhile but also it would be helpful for them as well to continue their services". Alderman Garriga stated there were parents depending on this program this year and she said "they are desperately looking for a place".

President DePietro stated Proposed Resolution No. 7 would authorize the Mayor to execute an agreement with Paychex for payroll services and he said "this is change of services is a wash ultimately with better services".

Alderman Garriga asked "from my understanding, coming from the City Attorney, with these new services, if we move forward with this, it would be a less fee from the last".

Andrew Howard, Legal Advisor said "it wouldn't be an increase".

Alderman Volo said "kudos to the Treasurer's Department for putting this together which is great because it's going to save time, it's going to automate the whole process" and he said "it's actually going to be a big plus".

On motion of **Alderman Bujan**, seconded by **Alderman Volo**, the following resolution was adopted by the following vote:

RESOLUTION NO. 7 August 21, 2018

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH PAYCHEX FOR PAYROLL SERVICES

WHEREAS, the City of Hudson obtained price quotes for professional services in connection with payroll services to be provided to the City of Hudson, and

WHEREAS, Paychex, Inc. was the lowest bid and has offered to provide services desired by the City Treasurer, and

WHEREAS, the City wishes to proceed with entering into a written agreement for payroll services pursuant to the terms and conditions set forth in the agreement annexed hereto as Schedule "A",

NOW, THEREFORE, BE IT RESOLVED, that the Hudson Common Council hereby authorizes the Mayor of the City of Hudson to execute the aforesaid written agreement with Paychex for the provision of payroll services to the City of Hudson

Proposal for Services

Prepared by:
Ryan Johnson
Sales Representative II - MMS
Albany Office
Albany,NY 12203
(518) 456-4123
rjohnson1@paychex.com

Prepared for:

City Of Hudson
Matt Parker
520 Warren St
Hudson, NY 12534-2802
Phone: (518) 828 0212

Investment Summary

City Of Hudson
Created Date:
8/13/2018
Quote Number: Q-170306

Flex Enterprise Package Includes:

Payroll Processing | Employee Handbook Builder | Flex HR | Flex Onboarding Essentials | Taxpay | Direct Deposit | Check Signing or Readychex | Skylight Paycards | Check Insertion | Check Logo | Employee Access Online | New Hire Reporting | 401(k) Report/File | General Ledger Report | Online Reports | Reports On-Demand | Paychex Employee Screening Essentials - 30 | Paychex Flex Mobile App | On-site Checks | HR Library | Labor Posters | 24/7 Live Support | Dedicated Service Rep | Garnishment Payment Service | SUI Service | Data Exports | General Ledger Reporting Service | Workers Comp Report/Payment Service | Time off Accrual | Labor Distribution/Job Costing | FinFit

Per Pay Period Fees

Per Pay Period Fees	Payroll Frequency	Units	Rate
Paychex Payroll	Bi-weekly	130	$302.40
FLEX Onboarding Essentials	Bi-weekly	130	$0.00
Payroll Delivery	Bi-weekly	1	$10.50
		TOTAL:	$312.90

Monthly Fees

Monthly Fees	Units	Rate
Employee Handbook	130	$0.00
Employer Shared Responsibility - Base	1	$82.80
Employer Shared Responsibility - PEPM	130	$107.64
	TOTAL:	$190.44

Annual Fees

Annual Fees	Units	Rate
YE Processing- Forms W2/1099 - Base	1	$75.00
W2 Delivery	1	$20.00
Quarter/Year End Report Delivery	4	$44.00
YE Processing- Forms W2/1099 - Per User	70	$472.50
	TOTAL:	$611.50

One-Time Fees

One-Time Fees	Net Total
Flex Implementation Fees	$200.00
Employer Shared Responsibility - Setup Fee	$375.00
TOTAL:	$575.00

Annual Total: $11,032.18

Please initial to indicate your understanding and agreement with this proposal:_____ ← Please Initial

Paychex Agreement Cover Sheet for Paychex Services Agreement

Use of This Cover Sheet. Use this cover sheet to provide Operations with required information to onboard a client. This cover sheet must be attached to the load for each client.

1. Client Identification

Parent/Single ID Company Name: City of Hudson

Parent/Single ID Fed ID: 14-6002244

Parent/Single ID Client Number:

2. Service Selection

- Readychex ☑
  -OR-
  Check Signing ☐
  -OR-
  Decline Both Services ☐
- Workers Compensation Report Service ☑
  -OR-
  Workers Compensation Payment Service ☐
  -OR-
  Decline Both Services ☐
- General Ledger Report ☐
  -OR-
  General Ledger Service ☑
  -OR-
  Decline Both Services ☐

3. Is the client a Multi-ID of Combo Client? ☐ Yes ☑ No

If Client has multiple-IDs that are being onboarded:

- Each Client ID must execute a separate Paychex Service Agreement. If Services are identical Client may execute using Client Signature Page.
- Each Client must have a separate cover sheet.

Paychex Flex® Enterprise Services Agreement

Company Name City of Hudson

Federal ID Number 14-6002244

This Paychex Flex® Enterprise Services Agreement ("Agreement") is entered into between Paychex, Inc. and its affiliates ("Paychex"), located in Rochester, New York and the Company identified above. The parties agree that a separate Agreement shall also be entered into between Paychex and each additional Company identified on the Client Signature Page and that each Company identified above and each additional Company identified on the Client Signature Page shall be referred to in this Agreement as Client. The Agreement will continue until terminated in accordance with its provisions.

1. Enterpris

Services. Client engages Paychex to provide Paychex Flex e services, and any optional services selected by Client (collectively "Services"). Services are described in the Product Terms and Conditions section of this Agreement. Paychex will not commence any of the Services until Paychex receives all documents and/or information necessary to begin each of the Services and notifies Client of the date Paychex will commence each of the Services ("Service Effective Date"). Client acknowledges that each of the Services may have a separate Service Effective Dates. **Until the Service Effective Date, Client will continue to provide for itself the Services requested of Paychex. Paychex assumes no responsibility for Services prior to the Service Effective Date or for Services declined by Client.**

Paychex Flex Enterprise Services. Paychex Flex Enterprise Services includes the Services set forth below as described in the Product Terms and Conditions section of this Agreement.

Payroll and Tax Services
- Payroll Processing
- Taxpay®
- Direct Deposit
- Readychex®-OR-Check Signing
- Check Insertion
- Check Logo Service
- State Unemployment Insurance Service (SUIS)
- Garnishment Payment Service
- Time Off Accrual Service (TOA)
- New Hire Reporting
- W-2 Service
- Tax Credit Service

Benefits Administration (some services (*) require the execution of a separate agreement)
- Workers' Compensation Report Service or
- Workers' Compensation Payment Service*(1)

Reporting Services
- Data Exports
- Reports On-Demand
- Report Writer
- Labor Distribution
- Job Costing
- Report Center
- General Ledger Report -OR-General Ledger Service
- Paychex Online Reports

Financial Wellness Service

Human Resource Services
- HR Library
- Labor Posters
- Paychex Flex® HR Administration
- Employee Access Online (EAO)
- Paychex Employee Screening Essentials
- Employee Handbook Builder Services
- Paychex Flex® Onboarding Essentials

(1) In the event that Client selects the Workers' Compensation Payment Service, but either terminates or elects not to receive the Service, Client is solely responsible for contacting Paychex to begin receiving the Workers' Compensation Report Service.

Declined Services. Client declines the Services initialed below. Client is solely responsible for performing the declined Services.

☐ Initial here to DECLINE Tax Credit Services — Initials Initial

☐ Initial here to DECLINE Paychex Employee Screening Essentials — Initials Initial

☐ Initial here to DECLINE Financial Wellness Service — Initials Initial

Optional Services.
Initial below to select additional Services. The optional Services are not part of the Flex Enterprise Services and Client acknowledges that additional charges may apply. The optional Services are described in the Product Terms and Conditions section of this Agreement.

☐ Premium Only Plan — Initials

☐ COBRA Administration — Initials

☐ Advanced Custom Interface — Initials

☐ Paychex Flex® Benefits Administration Essentials — Initials

☐ Paychex Flex® Application Programming Interface - Payroll — Initials

☐ Paychex Time and Labor Online (TLO) — Initials

☐ Paychex Employee Screening Service — Initials

☐ ExpenseWire — Initials

☐ Paychex Flex® Onboarding — Initials

☐ Paychex Flex® Time — Initials

☐ Paychex Flex® Hiring — Initials

☐ General Ledger Custom Interface (subject to availability) — Initials

Client agrees that Paychex is not rendering legal, tax, accounting, or investment advice in connection with the Services, nor is Paychex a fiduciary of Client, a fiduciary of any Client benefit plan offered for the benefit of Client's employees, or the employer or joint employer of Client's employees. Paychex will not be responsible for Client's compliance with, nor will Paychex provide legal or other financial advice to Client, with respect to federal, state, or local statutes, regulations, or ordinances, including, but not limited to, the Fair Labor Standards Act or any wage and hour laws. Client agrees to comply with any and all applicable federal, state, local, and international laws, rules, regulations or ordinances.

Client understands that this Agreement (Rev. 2/18) may be considered an application for credit and hereby authorizes Paychex to investigate and verify the identity, bank account and credit of the Client and/or its principals, including vendor references, bank account status, and history (collectively "Client's Credit"). Paychex' performance of the Services under this Agreement is subject to approval of Client's Credit. Client acknowledges that Paychex may engage a third party to investigate Client's Credit and authorizes Paychex to share with the third party any Client data, including Client Confidential Information, as may be needed to investigate Client's Credit. Client further agrees that Paychex is not liable for the actions or inactions of such third party, including but not limited to any unauthorized use or disclosure of Client data.

The individual signing this Agreement represents and acknowledges that he or she has the authority to execute this Agreement on behalf of the Client identified above and each Client identified on the Client Signature Page, if applicable; and bind Client to this Agreement. Client warrants that it possesses full power and authority to enter into this Agreement, and has read and agrees to the terms and conditions set forth in sections 1-22 of this Agreement.
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Authorized Officer's Name Harry Rector **Title** Trustee

Authorized Officer's Signature

Please Sign →

Date //

2. **Client Information.** Client will execute and/or provide all documentation, information and directives that Paychex requires to perform its responsibilities under the Agreement including, where necessary, taking all corporate action ("Client Information"). Client acknowledges that Paychex may be required to obtain documents or information necessary to verify the identity of Client pursuant to applicable federal and/or state statutes or regulations. Client will submit all necessary Client Information pertaining to Client's employees ("Employees") and/or independent contractors (collectively "Worker" or "Workers") to Paychex at least two (2) banking days prior to a payroll check date. Client's submission of Client Information to Paychex constitutes Client's authorization for Paychex to create and transmit the Electronic Funds Transfer ("EFT") credit or debit entries ("Entry" or "Entries") contained therein. **Client acknowledges that Client is responsible for any delayed remittance of wages, taxes, and garnishments, and additional processing Fees incurred as a result of its failure to submit Client Information at least two (2) banking days prior to a payroll check date. Paychex shall not be required to obtain authorization from Client to act on Client Information.**
3. **Client Contacts.** Client will designate authorized contact(s) that will submit all Client Information to Paychex. Client is responsible for the accuracy of any Client Information submitted by authorized contacts and/or Client. Client acknowledges that it is solely responsible for designating all authorized contacts, establishing the level or type of access granted to each contact, and keeping all contacts and access levels current at all times.
4. **Reliance on Client Information.** Paychex will not be responsible for errors that result from Paychex' reliance on Client Information.
5. **Review Reports and Data.** Client will review all reports, documents, and data provided, made available, or accessible by Client on Client's account, and Client will inform Paychex of any inaccuracies within three (3) business days of receipt or availability.
6. **Software**
   a. **Software Licenses.** Client has received, or may receive, certain computer software relating to Services selected by Client. Paychex grants Client a limited, non-transferable, non-exclusive license in all such software. Client agrees that in the event that it does not accept all of the terms and conditions of any and all Paychex software, and/or third-party software, and any and all applicable license agreements provided to Client now or in the future, Paychex will not be obligated to perform Services dependent upon the software.
   b. **Right to Access Proprietary Software.** Client has received, or may receive, a limited, non-transferable, non-exclusive right to access and use Paychex proprietary hosted software products via a web browser. Paychex will host and retain physical control over the software and make such computer programs and code available only through the internet for access, use, and operation through a web browser. No provision under this Agreement shall obligate Paychex to deliver or otherwise make available any copies of computer programs or code from the software. Client is responsible for obtaining and maintaining all computer hardware, software, and communications equipment needed to access the software, and for paying all third-party charges (e.g. kiosk, ISP, or telecommunications charges) incurred while accessing the software.
   c. **Confidentiality of Software.** Client acknowledges that the software received or accessed as part of Client's Services contains valuable trade secrets and confidential information owned by Paychex or third parties ("Confidential Information"). Client agrees that Client, its Employees, and its agents will not, directly or indirectly: (i) sell, lease, assign, sublicense, or otherwise transfer; (ii) duplicate, reproduce, or copy; (iii) disclose, divulge, or otherwise make available to any third party; (iv) use, except as authorized by this Agreement; or (v) decompile, disassemble, or otherwise analyze for reverse engineering purposes the software received or accessed. Client will take appropriate action with Client's Employees and agents to satisfy its obligations under this Agreement with respect to the use, protection, and security of software. Client will notify Paychex immediately of any unauthorized use or disclosure of Confidential Information and will cooperate in remedying such unauthorized use or disclosure.
   d. **Intellectual Property Rights.** Paychex owns all rights, title, and interest, including, but not limited to, copyright, patent, trade secret, and all other intellectual property rights, in the software Client receives or access for Services. If Client is ever held or deemed to be the owner of any copyright rights in the software or any changes, modifications, or corrections to the software, Client hereby irrevocably assigns to Paychex all such rights, title, and interest. Client agrees to execute all documents necessary to implement and confirm the letter and intent of this section.
7. **Amounts Due.**
   a. **Reimbursement Amounts.** Client agrees to remit funds to Paychex representing the amount due to pay Client's Workers, remit taxes, pay garnishments, or otherwise fund Client's payroll or payment obligations ("Reimbursement Amounts") through an EFT, or such other payment method as required by Paychex.
   b. **Fees.** Client will pay all fees, including, but not limited to, fees for all Paychex Services through an EFT or such other method as required by Paychex when due (collectively "Fees"). Minimum monthly Fees are due in the event Client fails to process a payroll or the payroll fails to meet the minimum monthly charge during the month. Fees include minimum monthly,

insufficient funds, late fees and premium processing fees. Paychex' Fees are subject to change upon thirty (30) days written notification to Client. Paychex may, in its sole discretion, require a security deposit from Client.

c. **No Right to Interest.** Client waives any right to interest that may accrue on any amounts, including, but not limited to, Reimbursement Amounts, Fees, and security deposits received by Paychex.

d. **Payment by Wire Transfer or Other Method.** If Paychex requires payment of Fees or Reimbursement Amounts (collectively "Amounts Due") by a wire transfer or other method, Client agrees to provide Paychex with all information necessary to confirm receipt of the payment prior to the due date ("Funding Deadline").

e. **Insufficient or Non-Confirmed Funds.** If sufficient funds are not available on the Funding Deadline, Paychex may take such action to collect Amounts Due including, but not limited to, reissuance of the EFT and assessing insufficient fund Fees. **Client acknowledges that Client is responsible for any delay in remittance of Reimbursement Amounts if Paychex is unable to confirm receipt of funds prior to the Funding Deadline.**

8. **Electronic Funds Transfer.**
   a. If Paychex requires payment of Amounts Due through an EFT, Client (i) will execute all documentation needed by Paychex to originate EFT transactions and to verify availability of funds in Client's bank account; (ii) agrees that the funds representing the Amounts Due will be on deposit in Client's bank account in collectible form and in sufficient amount on the Funding Deadline; and (iii) authorizes Paychex to collect all Amounts Due from Client's bank account on the Funding Deadline.
   b. All EFTs are performed in compliance with the National Automated Clearing House Association operating rules ("NACHA"), which can be viewed at OperatingRulesOnline.org. Client(i) authorizes Paychex to send Entries on behalf of Client to receivers and assumes the responsibilities of an originator of EFTs, if applicable; (ii) affirms that it obtained valid authorization of Entries from receivers; (iii) agrees to follow NACHA, as they are amended from time-to-time; (iv) will not originate any EFT that violates any law; (v) agrees that Entries are limited to Prearranged Payment and Deposit (PPD), Corporate Credit or Debit (CCD, CTX), International ACH (IAT) or others required for Services; and (vi) agrees that Paychex or originating banks have the right to audit Client's compliance with NACHA. Client further acknowledges and understands that Paychex may (i) identify Client to banks involved in the EFT and (ii) terminate or suspend the Agreement for breach of NACHA or this section. Client further agrees that it will notify Paychex, pursuant to applicable NACHA and federal regulations, if funding for Client's payroll is received from a foreign financial agency and of any Workers with non-U.S. addresses.
   c. Paychex may reject any Entry that does not comply with the requirements of this Agreement or NACHA or with respect to which Client's account does not contain sufficient available funds to pay for the Entry. Paychex will have no liability to Client by reason of the rejection of any Entry or Entries.
   d. Client will have no right to cancel, amend, or reverse an Entry received by Paychex after it has been submitted. In its own discretion, Paychex may use reasonable efforts to act on a request but will have no liability if the cancellation, amendment or reversal is not successful. Client agrees to reimburse Paychex for any expenses, losses or damages Paychex may incur in attempting to cancel, amend or reverse an Entry.
9. **Client's Default.** In the event of a Client default, Paychex may, at its sole option, terminate the Agreement or a portion thereof, without notice and declare all Amounts Due immediately due and payable. Client agrees to promptly reimburse Paychex for all advances or overpayments made by Paychex and to pay interest on the advances at the rate of one and one-half percent (1½%) per month, or the maximum allowable by applicable law, until paid. Client agrees that Paychex may initiate an EFT to Client's bank account for any past due Amounts Due. Client will be responsible for the costs of collection of Amounts Due including, but not limited to, attorneys' fees and court costs. Paychex may, in its sole discretion, commence an action within the County of Monroe, State of New York, or in any other court of competent jurisdiction for any monies due and owing from Client to Paychex.
10. **Refund/Adjustment/Overpayment.** Client agrees that Paychex may apply any balances it is holding for Client to Amounts Due owed to Paychex or its affiliates. In the event Paychex remits an overpayment of payroll taxes, Paychex may, at its sole discretion, advance funds to Client. In the event Paychex advances overpayment funds to Client, Client agrees that it will reimburse Paychex for the overpayment within the sooner of five (5) days of (i) receiving the overpayment amount from the taxing authority; or (ii) being notified that the overpayment amount would be applied to an outstanding tax liability of Client; or (iii) the Agreement being terminated by either party.
11. **Termination.** Except as otherwise provided, either party may terminate the Agreement between Paychex and Client upon thirty (30) days prior written notice. Paychex may immediately terminate the Agreement, or a portion thereof, if: (i) Client becomes subject to receivership, bankruptcy, or is insolvent; (ii) Paychex, in its sole discretion, determines that a material adverse change has occurred in the financial condition of Client; (iii) Client fails to have sufficient funds on the Funding Deadline; or (iv) Paychex determines, in its sole discretion, that any federal, state, or local legislation, regulatory action, or judicial decision adversely affects its interests under the Agreement. Termination of the Agreement will not relieve Client of any obligations set forth herein this Agreement, including, but not limited to, its payment obligations. Client acknowledges that it is required to terminate each Agreement individually, and that termination of the Agreement between Paychex and any one Client shall not terminate the separate Agreements between Paychex and any other Client identified in this Agreement, unless prior written notice is provided as to the specified Client as set forth herein.

12. **Limit of Liability.** Paychex' sole liability and Client's sole remedy for Paychex' breach of the Agreement will be (i) for Paychex to remit to the appropriate payee the funds received from Client; and/or (ii) for Paychex to reimburse Client or its Workers for any interest or penalties assessed by taxing authorities as a direct result of Paychex' breach of the Agreement after all abatements and appeal attempts have been exhausted. Paychex can only be held liable for breach of the Agreement and will not be held liable for (i) any negligent act or omission by Paychex; (ii) the acts of any other person or entity, including, but not limited to, Client and its Workers or agents, or any person or entity that provides services in connection with or as a result of Paychex' performance of its obligations under the Agreement; (iii) any loss, claim, or expense arising from any information provided or modified by Client; or (iv) Client's breach of NACHA. **Paychex will, under no circumstances, be liable for any special, indirect, incidental, or consequential or punitive damages, including lost profits incurred by Client pursuant to this Agreement or by the transactions contemplated by it, however caused, on any theory of liability (including contract, tort, or warranty), or as a result of Paychex' exercise of its rights under the Agreement, even if Paychex has been advised of the possibility of such damages.**
13. **Client Confidential Information.** "Client Confidential Information" will mean all information disclosed or otherwise made available by Client to Paychex that is marked confidential or is of the nature that a reasonable person would identify it as being confidential, and the name, social security number, date of birth, address, financial and/or bank account information, and/or wage information of Client and Client's Workers provided to Paychex by Client. Paychex agrees that it shall implement and maintain a comprehensive information security program which contains administrative, technical and physical safeguards that are deemed reasonable and appropriate to protect Client Confidential Information from unauthorized access or acquisition. Paychex may disclose Client Confidential Information to its employees, affiliates, subsidiaries, agents, and contractors to (i) perform or offer Services; (ii) offer additional products or services to Client or Client Employees if Client elects the Financial Wellness Service; (iii) integrate third-party services into the Services; (iv) perform analysis to determine Client's qualification to receive services; and (v) collect Amounts Due and may disclose Client's payment experiences with Paychex to credit reporting agencies and supply vendor references on Client's behalf. Paychex may also disclose Client Confidential Information (i) to its attorneys, accountants, and auditors; and (ii) pursuant to federal, state, or local law, regulation, court order, legal process, or governmental investigation. In the event of any compromise or security breach resulting in the disclosure or possible disclosure of Client Confidential Information, Paychex will notify Client as legally required of such compromise or breach. The obligations set forth in this section will not apply to any Client Confidential Information that (i) Client has agreed is free of any nondisclosure obligations; (ii) at the time of disclosure was free of any nondisclosure obligations; (iii) is independently developed by Paychex or that Paychex lawfully received, free of any nondisclosure obligations, from a third party having the right to furnish such Client Confidential Information; (iv) is or becomes available to the public without any breach of this Agreement or unauthorized disclosure; or (v) is already in the possession of the requesting party.
14. **Third-Party Services.** At Client's option, Client can integrate or use certain third-party services with the Services. These third-party services are not provided by Paychex. Client agrees to hold harmless and release Paychex from any liability relating to Client's use of third-party services or integration of the Services with third-party services. Client's ability to use third-party services may be limited according to the third-party's terms and conditions. When Client integrates with a third-party service, Client authorizes Paychex to share any Client data, including Client Confidential Information, as may be needed by the third-party to provide the third-party services. Paychex is not liable for any disclosure of Client Confidential Information by any such third-party. If Client does not opt to integrate third-party services into the Services, the provisions of this Section shall not apply.
15. **Client Online Account.** In the event Client and/or Client's Workers access Services online or through any mobile or other electronic devices ("Online Account"), Client is solely responsible for (i) designating who is authorized to have access to the Online Account; (ii) safeguarding all passwords, usernames, logins or other security features used to access the Online Account ("Online Account Access"); (iii) use of Online Account under any usernames, logins or passwords; (iv) ensuring that use of the Online Account complies fully with the provisions of this Agreement; and (v) any unauthorized access, or use, of the Online Account caused by Authorized Users' actions or inactions, including, without limitation, its failure to safeguard Online Account or Online Account Access. Client agrees to immediately notify Paychex of any actual or suspected unauthorized use of Online Account, and acknowledges that Client is solely responsible for damages resulting from Client's failure to timely notify Paychex. Paychex reserves the right to limit, suspend, or terminate Client's and/or Authorized User(s)' access to Online Account should Paychex have reason to believe that the security or confidentiality of Online Account or Online Account Access has been compromised. Client acknowledges that Authorized Users select the security level for Online Account Access and Client is solely responsible for these selections. Client further acknowledges that it has reviewed all of the security levels and has determined the level or levels for its Authorized Users that is commercially reasonable for providing security against unauthorized access and meets Client's requirements given the size, type and frequency of the Services it will receive from Paychex. Client is solely responsible for implementation of an information security program appropriate to safeguard the Online Account or Online Account Access and which is consistent with all applicable federal, state and/or local statutes or regulations; safeguarding Online Account and

Online Account Access for any third-party services integrated into the Services; maintenance and routine review of computing and electronic system usage records (i.e. log files); and the security of its own data, data storage, computing device(s), other electronic systems, and network connectivity. Client acknowledges and agrees that Paychex is not liable to Client, Client's Workers or any other third-party for any consequences, losses, or damages resulting from unauthorized access or use of the Online Account as set forth in this section.

16. **Indemnification.** Client will indemnify, defend, and hold Paychex and its affiliates, respective officers, directors, and employees harmless from any and all claims, costs, attorneys' fees (including in-house counsel fees), and expenses resulting from or arising in connection with (i) a Client default; (ii) the use, misuse, reproduction, modification, or unauthorized distribution of Software; (iii) Client's breach of NACHA; (iv) Client's breach of any warranty set forth in the Agreement; and (v) any claims that any symbol, logo, or mark uploaded by Client or Client's agents, or printed on Client's handbooks or checks, infringes the intellectual property rights of any third party.

17. **Governing Law and Arbitration.** The Agreement and all aspects of the relationship between Paychex and Client shall be governed exclusively by the laws of the State of New York without regard to, or application of, its conflict of laws, rules, and principles, except for the arbitration agreement contained herein which shall be governed exclusively by the Federal Arbitration Act, 9 U.S.C. section 1 et seq. (the "FAA"). **Except as provided herein, any dispute arising out of, or in connection with, the Agreement will be determined only by binding arbitration in Rochester, New York, in accordance with the commercial rules of the American Arbitration Association.** Arbitrable disputes include, without limitation, disputes about the formation, interpretation, applicability, or enforceability of this Agreement. A separate neutral arbitrator must be selected and appointed for each dispute. Any dispute arising out of, or in connection with, the Agreement will be brought within two (2) years of when the claim accrued. The arbitrator will not be authorized to award exemplary or punitive damages, or any damages excluded in the Limit of Liability provision. The parties agree that the prevailing party in arbitration, and any subsequent judicial proceeding to enforce an arbitration award, will be awarded costs and attorneys' fees (including in-house counsel fees) and that an arbitration award may be entered as a judgment in any court having jurisdiction over either party to the Agreement. The parties will not be permitted to bring, or participate in, and the arbitrator will not have any authority or jurisdiction to hear or decide, any claims brought as any type of purported class action, coordinated action, aggregated action, or similar action or proceeding. Each party must only bring claims against each other in their individual capacity.
18. **Telephone Consumer Protection Act (TCPA) Consent.** By signing this Agreement, Client consents to Paychex contacting it using an automatic dialing system or prerecorded messages at the telephone number(s) provided, including but not limited to contact regarding promotional offers or messages. Client agrees that it is the subscriber or customary user of the telephone number(s) provided, or that it obtained valid consent from the subscriber or customary user to receive such calls prior to the telephone number(s) being provided to Paychex. **Client understands that it is not required to provide consent as a condition of making any purchase, and that it may withdraw its consent at any time.**
19. **Assignability.** The Agreement may not be assigned by Client to any third parties, other than successors, without the prior written consent of Paychex. Any assignment made without such consent will be null and void.
20. **Signature.** The parties agree that Client's signature on this Agreement may be transmitted to Paychex electronically or by facsimile. The parties further agree that such signature will have the same force and effect as if the original signature had been provided and received.
21. **Miscellaneous.** The Agreement, along with any exhibits, addendums, schedules, and amendments, contains the entire understanding of the parties and supersedes all previous understandings and agreements between the parties for the Services provided, whether oral or written, including, without limitation, any confidentiality or nondisclosure agreement(s) entered into by and between Client and Paychex prior to the date hereof. Neither party will be responsible for any delay or failure to perform obligations specified in the Agreement due to causes beyond the party's reasonable control. Client acknowledges that there have been no representations or warranties made by Paychex or Client that are not set forth in the Agreement. Paychex may modify any term of the Agreement upon thirty (30) days written notice to Client of such change and the effective date thereof. Client will be deemed to have accepted and agreed to such changes unless Client elects to terminate the Agreement by written notice to Paychex prior to the effective date of the change and pursuant to the Termination provisions. If any provision of the Agreement or any portion thereof is held to be invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remainder of the Agreement will not in any way be affected or impaired. Sections 1-22 will survive the termination of the Agreement.
22. **Product Terms and Conditions.** Client acknowledges that it will receive only the Services selected in Section 1 of this Agreement.

Payroll Processing. Paychex will process Client's payroll based solely on Client Information submitted by Client, prepare payroll checks drawn on Client's bank account or as otherwise directed by Client, and prepare payroll reports and/or documents for each payroll processed by Client, for Client's for review and distribution, if applicable. Paychex will prepare payroll tax returns for taxes identified on the Cash Requirements and/or Tax Payment Report for the Client to review, sign, and file. Paychex will not be responsible for the remittance of payroll taxes, or other taxes, or for the filing of tax returns for Clients who elect not to receive the Taxpay service.

Taxpay. On or before Client's check date, Paychex will (i) process EFT transactions in accordance with this Agreement to pay the payroll taxes that are specifically identified on the Cash Requirements and/or Tax Payment Report; (ii) hold such amounts in a separate account until such time as these amounts are due to the appropriate taxing authorities; and (iii) prepare, sign, and file with proper taxing authorities all returns for such taxes on an ongoing basis. Paychex is not responsible for the payment of taxes or the filing of returns prior to the Taxpay Service Effective Date and/or for payroll taxes which Paychex did not collect from Client. Client understands that there may be different Taxpay Service Effective Dates for each tax agency. **SUI Support Service:** Paychex will provide Client with telephone support with state unemployment insurance claims, benefit charge questions, and pre-hearing preparation.

Direct Deposit. In accordance with this Agreement, Paychex will process EFT transactions on the Funding Deadline to pay Client's Workers. If the Funding Deadline is prior to the Client's check date,

such amounts are to be held in an account established by Paychex until Client's check date, when funds will be deposited to Workers accounts as specified. Certain accounts may have restrictions on deposits and withdrawals. Client's Workers are solely responsible for determining whether their account is suitable for direct deposit of requested EFT transactions.

Readychex. In accordance with this Agreement, Paychex will (i) process EFT transactions on the Funding Deadline to pay Client's Workers; (ii) hold such amounts in an account established by Paychex until Client's check date, if the Funding Deadline is prior to the Client's check date; and (iii) draw checks payable to Client's Workers on Client's check date and provide those checks to Client. Client will distribute checks on check date or thereafter. Checks distributed to Workers before check date will not be honored and it will be Client's responsibility to pay the Workers. If Client's Worker fails to present a check for payment within six (6) months of check date ("Stale Check"), Paychex will refund the amount debited for the Stale Check back to Client minus any balances owed by Client and charge a Fee for the transfer of the Stale Check funds back to Client. Client will be solely responsible for remitting to its Worker, or former Worker, any amounts due and following any state unclaimed property laws in regards to outstanding Worker funds.

In the event that a Readychex check is lost, stolen, destroyed, or otherwise not able to be cashed ("Voidable Readychex"), Client agrees to notify Paychex immediately and request to void the check. Client agrees to mark as voided and destroy any Voidable Readychex Checks for which a refund has been requested or issued if it should be ultimately found or discovered. If the voided check is cashed, negotiated, or otherwise presented for payment, and Paychex and/or the financial institution that the Readychex check is drawn upon requires a lost/stolen check affidavit, Client agrees that Client is responsible for producing the affidavit. If Client is unable to produce the affidavit, Client agrees to accept all liability that results from Paychex voiding and replacing the lost/stolen check if the check is later cashed, negotiated, or otherwise presented for payment. If Client's Worker or former Worker cashes, negotiates, or otherwise presents a Readychex check for payment more than once, Client agrees that it is responsible for reimbursing Paychex for the amount of the check plus any additional expenses, losses, or damages that Paychex may incur from a third party. Readychex is not available if Client utilizes Check Signing.

Check Signing. Paychex will use Client's signature to create a computer-generated facsimile that will display on each of Client's payroll checks each payday. Check Signing is not available if Client utilizes Readychex.

Check Insertion. Paychex will insert Client's signed checks into individual Worker envelopes that will be sealed and returned to Client.

Check Logo Service. Paychex will use Client's logo to create a computer-generated facsimile that will display on each of Client's payroll checks. Client warrants that Client is the owner of any logo it authorizes Paychex to use, has full right and authority to use it on its payroll checks, and that such use does not violate any other party's rights.

General Ledger Service/General Ledger Report. Paychex will provide or make available reporting of Client's payroll-related general ledger data for use with Client's own third-party accounting software package.

General Ledger Custom Interface. For Client's using the General Ledger Service, with each payroll processed, Client's general ledger reports will be integrated with specific third-party accounting software packages and provided to Client. Client acknowledges that General Ledger Custom Interface is performed by a third-party vendor. General Ledger Custom Interface is only available if Client utilizes General Ledger Service.

Advanced Custom Interface. At Client's option, and subject to the Third-Party Services provisions set forth herein, Client may request an Advanced Custom Interface ("ACI") to export Client Information and/or Client Confidential Information from Paychex to Client and/or its designated agent or third-party. Client acknowledges that it is solely responsible for the accuracy of information provided to Paychex, including but not limited to all designated agent and/or third-party contact information, and for ensuring that the exported file is transmitted in accordance with Client's direction. Client agrees to pay a setup Fee and all applicable transmission Fees for each ACI created. Client is solely responsible for providing Paychex with file specifications for the requested ACI and Paychex shall solely determine whether it can provide the requested ACI.

State Unemployment Insurance Service (SUIS). Paychex will provide the following services relating to unemployment insurance: claim and appeal processing, pre-hearing preparation, analytical review of voluntary contributions, and charge statement balancing. Client agrees to complete applicable Power of Attorney and Record of Address forms where needed. For an additional Fee, Client can request and authorize Paychex to appear and represent Client by telephone at any unemployment insurance hearing for a specified Employee ("SUI Representation Service"), provided the state in which the hearing is being held will allow such representation. The SUI Representation Service will be performed only for any unemployment insurance hearing regarding the specified Employee. By representing Client at any unemployment insurance hearing for the specified Employee, Paychex is not acting as Client's attorney nor will Paychex provide Client legal advice. Paychex does not guarantee the outcome of the hearing. Paychex expressly reserves the right to decline the Client's request to represent Client at the unemployment insurance hearing. Client expressly agrees that the SUI Representation Service will be performed pursuant, and subject to, the terms of the Agreement. Upon termination of the SUI Service, Client will notify their state unemployment agency and remove Paychex as their agent of record. Following termination, Paychex will not forward any unemployment notices or communications it receives from a state unemployment agency to Client and Client will be solely responsible for responding to any unemployment notices and hearings. Paychex will not be liable for Client's failure to timely respond to notices received by Paychex following termination of the SUI Service.

Workers' Compensation Report Service. Paychex will provide Client with access to a monthly report with the calculated workers' compensation premium amounts consisting of the payroll wages and workers' compensation premiums in each class code for each payroll processed by Client ("Report"). Additional Reports may be purchased for an additional fee. The Service does not include the sale of workers' compensation insurance coverage ("Coverage") and is not proof of Coverage. Client is solely responsible for obtaining and maintaining any required Coverage.

Workers' Compensation Payment Service. Paychex and/or Paychex Insurance Agency, Inc. will perform workers' compensation payment services for Client as set forth in the Paychex Workers' Compensation Payment Service Agreement. Availability of the Workers' Compensation Payment Service is dependent on insurance carrier selection and/or carrier underwriting requirements. The Service does not include the sale of workers' compensation insurance coverage ("Coverage") and is not

proof of Coverage. Client is solely responsible for obtaining and maintaining any required Coverage. Client must execute a separate Paychex Workers' Compensation Payment Service Agreement in order to receive the Workers' Compensation Payment Service.

Garnishment Payment Service. In accordance with this Agreement, Paychex will process EFT transactions, one banking day prior to Client's check date, for Client's Workers' garnished wages based solely on Client Information provided by Client. Paychex will hold garnished wages in a separate account established by Paychex until such time as the amounts are due to the appropriate agencies. Client remains solely responsible for the correct calculation of the amount to garnish from its Workers' wages, accuracy and timeliness of all payments made and/or answers filed or served, and establishing priority among judgments. In the event that a garnishment payment is voided after the payment is processed, Client acknowledges that it is solely responsible for seeking a refund from the overpaid agency. Client acknowledges and understands that Paychex does not provide legal advice regarding compliance with garnishment orders, and Client remains solely responsible for compliance with any and all applicable laws.

Tax Credit Service. The Tax Credit Service provides Client with assistance in locating, preparing and filing for certain tax credit and hiring-based incentive programs (the "Tax Credit Service"). Client acknowledges that the Tax Credit Service is performed solely by a third-party vendor and that third-party vendor is solely liable for the performance of the Tax Credit Service. Client will be eligible for the Tax Credit Service so long as: (i) Client executes and complies with the terms and conditions of any agreement third-party vendor shall require; (ii) Client agrees to and pays to third-party vendor the additional fees as detailed in the separate agreement with third party; and (iii) the third-party agreement is not terminated for any reason. Client acknowledges that third-party vendor may remit a percentage of the fees the third party receives to Paychex and Client authorizes Paychex to receive these fees as additional compensation for the Services. Client authorizes Paychex to provide the third-party vendor any necessary information pertaining to Client and Client's Employees required to perform the Tax Credit Services. Client further authorizes the third-party vendor to provide to Paychex information pertaining to the tax credits and Paychex to forward information received from the third-party vendor to the IRS if required.

Time Off Accrual Service (TOA). Paychex will provide a tracking and reporting service for Employee-accrued benefits, such as Employee paid time off, based on Client Information provided by Client each pay period.

Labor Distribution. Paychex will create a detailed report displaying the distribution of payroll expenses for each pay period by accounting codes identified by Client. The report will be available after each payroll is processed and is based on Client Information.

Job Costing. Paychex will create a detailed report displaying the distribution of payroll expenses for each pay period by job categories identified by Client. The report will be available after each payroll is processed and is based on Client Information.

Labor Posters. Paychex will provide one hardcopy state and federal labor poster kit to Client for each state in which Client pays Workers ("Poster Kit") and hardcopy updates to the Poster Kit. Paychex will also provide access to Poster Kits on the Library for download by Client at no additional charge. Client will be solely responsible for downloading the Poster Kit and any updates from the Library (if Client elects not to receive a hardcopy Poster Kit) and the timeliness of posting all posters and Additional Posters, including any updates thereto. Client acknowledges that additional Posters may be required for (i) specific industries; (ii) clients who are federal contractors or pursuant to municipal ordinances (collectively the "Additional Posters"); or (iii) for other reasons. Client is solely responsible for obtaining any Additional Posters which are required by local, state, or federal law and not found in the Posters provided by Paychex. Client is solely responsible for displaying all required Posters and Additional Posters as required by applicable law.

Employee Access Online (EAO). Paychex will provide Client with a self-service, internet-based Web site ("Employee Access Online") that gives Client's Workers access to their payroll information. Client acknowledges that it has full control over the level of access granted to its Workers. Client agrees and acknowledges that Employee Access Online and its contents are not intended, and should not be construed, as providing legal or financial advice and that Paychex is not acting in a fiduciary capacity on behalf of Client or Client's Workers. Client further acknowledges and agrees that it is responsible for the accuracy and incorporation of any changes made to Client's data by or on behalf of Client's Workers , including advising Paychex of any changes in taxability that may result. Client authorizes Paychex to access Client's Employee Access Online to perform administrative functions as necessary to provide this Service.

Paychex Flex® HR Administration. Paychex will provide Paychex Flex HR Administration, an internet-based human resource information system. Paychex grants Client a royalty-free, nonexclusive, nontransferable license ("HR Administration License") to use all computer programs and related documentation (collectively "Paychex HR Administration Software") from the Web server location of Paychex' choice. Client agrees and acknowledges that the Paychex HR Administration Software and its contents are not intended, and should not be construed, as providing legal or financial advice and that Paychex is not acting in a fiduciary capacity on behalf of Client or Client's Workers. Client further authorizes Paychex to access Client's HR Administration account to perform administrative functions as necessary to provide this service.

ExpenseWire. Paychex will provide Client with a hosted Worker expense reimbursement system which allows Client to manage the reimbursement of Worker expenses. Paychex may utilize a third party vendor to host the application. Client understands that reimbursements may be paid, at Client's election, via one or both of the following options: (i) through the Client's existing processes that are external to the ExpenseWire application, or (ii) separate from payroll, through an EFT in accordance with this Agreement. Client Data includes but is not limited to all documentation and information that Paychex requires to perform its responsibilities under the Agreement, including cardholder data. Paychex acknowledges that it is responsible for the security of all cardholder data that it obtains or otherwise stores, possesses, or transmits on behalf of Client under this Agreement. Clients electing to reimburse through EFT, separate from payroll, acknowledge that there is an additional fee for each EFT. Client acknowledges that there is no reconciliation of reimbursement data between Preview®/Paychex Flex® and ExpenseWire.

HR Library. Paychex and/or its authorized third-party vendor will provide an internet-based library of human resource information, on a subscription basis ("Library"). The Library is for Client's internal use only. It is not intended as legal advice and Client is solely responsible for its use of, or reliance on, the information contained on the Library. Paychex cannot guarantee the accuracy of the information

contained on the Library.

Paychex Flex® Time. Paychex will provide Client (i) the right to access and use Paychex' internet-based time and attendance solution for recording hours worked (the "Application") via Paychex' product website ("Website"), (ii) electronic data collection terminal(s) ("Time Clock") leased or purchased from Paychex, (iii) all installed Paychex time and attendance software ("Time Clock Software"), and (iv) performance of support and maintenance services described below (collectively "Services for Paychex Flex Time"), pursuant to an Order Form submitted by Client and accepted by Paychex. The term Application will be deemed to include the Time Clock Software. Paychex is only required to provide the Services for Paychex Flex Time when the Time Clock and Application are operated by Client according to the User Manual and in an environment that meets the minimum requirements. The support provided by Paychex consists of the following:

1. **Hardware.** Covered equipment includes Leased Equipment and, subject to the provisions of paragraph b. below, equipment purchased from Paychex, but ***excludes*** the accessories purchased by Client. In the case of covered hardware failure, Client must notify Paychex.

a. **Leased Equipment.** If replacement of Leased Equipment is required, replacement equipment will be shipped. All service, labor, and ground shipping charges are covered by Client's monthly payments. Upon receipt of replacement equipment, the Client is required to ship all faulty items to Paychex within five (5) business days of receipt of the replacement equipment. In the event of damage to any of Paychex' Leased Equipment as a result of Client's, its Workers', or its agents' acts or omissions, or if Client fails to return Paychex' Leased Equipment as provided above, Client agrees to pay for all necessary repairs or replacement.

b. **Purchased Equipment.** Client must execute the separate Paychex Flex Time® Maintenance Agreement and pay an additional fee in order to receive the hardware support and maintenance services for purchased equipment.

2. **Telephone Support.** Unlimited telephone calls will be accepted Monday through Friday from 8:00 a.m. to 8:00 p.m. ET.

A. Pursuant to the Order Form for Paychex Flex Time, the terms of which are incorporated herein, Client agrees to make Fee payments for (i) the Services; and (ii) any Leased Equipment. If Client is purchasing equipment, Client must pay the applicable purchase price set forth on the Order Form. The Fee for the Leased Equipment includes support and maintenance Services. Paychex will invoice Client monthly for the Fees shown on the Order Form for Paychex Flex Time.

B. **Leased Equipment.** In the event that Client leases Time Clocks and/or other equipment from Paychex ("Leased Equipment") Client agrees that (i) Leased Equipment is the sole and exclusive property of Paychex; (ii) Client has no right, title, or interest in any Leased Equipment except as stated in this Agreement; (iii) Client cannot transfer, sell, or in any way encumber Leased Equipment; (iv) Leased Equipment is not a fixture; (v) Client will not allow any other party to file any lien or security interest on Leased Equipment; and (vi) this Agreement does not cover damage to Leased Equipment from or related to fire, flood, lightning or sudden accidental events, theft, misuse or abuse, or modification or servicing of the covered Leased Equipment by Client or any other third party. Upon demand by Paychex, Client agrees to deliver to Paychex any and all financing statements under the Uniform Commercial Code and any other documents Paychex demands to protect or record Paychex' interest in the Leased Equipment. If permitted by applicable law, Paychex may file any such documents or instruments signed only by Paychex.

C. Client agrees not to damage Paychex' Leased Equipment and to return it in the original condition, normal wear and tear excepted, upon termination of the Agreement or as otherwise required. Upon termination, Client is required to (i) complete termination paperwork provided by Paychex, and (ii) cease use of the Application and return all Leased Equipment (Time Clocks, adaptors, power supplies, CDs, etc.) to Paychex within ten (10) business days. Client is in default of this Agreement if it (i) allows damage to, or fails to return Paychex' Leased Equipment, or (ii) violates any limitations or restrictions on its right to use the Application. If Client fails to return the Leased Equipment in the time required, or damages it beyond normal wear and tear, Client will be charged a fee of $750 per terminal. Termination of this Agreement shall not relieve Client of any obligations herein, including its payment and return obligations.

D. **License and Software.** Paychex grants Client a royalty-free, nonexclusive, nontransferable license ("Application License") to use the Application from the Web server location chosen by Paychex. Client may only use the Application in accordance with the terms of this Agreement. Access to the Application will end upon termination of this Agreement, and Client agrees that ownership of all rights in and to the Application remain the sole and exclusive property of Paychex.

E. Client agrees that it shall be solely responsible for compliance with all applicable laws in connection with use of the Application and any Leased Equipment or equipment purchased from Paychex including, without limitation, state and federal wage and hour laws and regulations and laws relating to collection, storage and use of biometric information. Client agrees that the Services and Software are not intended, and should not be construed, as providing legal or financial advice and that Paychex is not acting in a fiduciary capacity on behalf of Client or Client's Workers.

F. Client agrees that Paychex may require access to Client's Online Account (as defined herein) to assist in configuration, provide ongoing support, and perform administrative functions necessary to provide the Services for Paychex Flex Time, and Client hereby consents to such access by Paychex.

G. **Disclaimer of Warranty.** With regard to any Leased Equipment and Time Clock Software rented, leased, or sold, and all Services provided, Paychex hereby disclaims any and all warranties, and makes no representation or warranty of any kind, whether express or implied, including any warranties as to the condition, quality, value, suitability, durability, operability, or any other matter. Without limiting the general nature of this disclaimer, Paychex disclaims any and all warranties concerning the merchantability or fitness for a particular purpose of any equipment leased or sold and all equipment is expressly provided "as is".

Paychex Flex® Time Essentials. Paychex will provide Client (i) the right to access and use Paychex' Internet-based time and attendance solution for recording hours worked (the "Application") via Paychex' product website ("Website"), and (ii) performance of support and maintenance services described below (collectively "Services for Paychex Flex Time Essentials"), pursuant to an Order Form submitted by Client and accepted by Paychex. Paychex is only required to provide the Services for Paychex Flex Time Essentials when the Application is operated by Client according to the User Manual and in an environment that meets the minimum requirements. Paychex will provide telephone

support consisting of unlimited telephone calls that will be accepted Monday through Friday from 8:00 a.m. to 8:00 p.m. ET.

A. Pursuant to the Order Form for Paychex Flex Time Essentials, the terms of which are incorporated herein, Client agrees to make Fee payments for the Services as set forth on the Order Form. Paychex will invoice Client monthly for the Fees shown on the Order Form for Paychex Flex Time Essentials.

B. **License and Software.** Paychex grants Client a royalty-free, nonexclusive, nontransferable license ("Application License") to use the Application from the Web server location chosen by Paychex. Client may only use the Application in accordance with the terms of this Agreement. Access to the Application will end upon termination of this Agreement, and Client agrees that ownership of all rights in and to the Application remain the sole and exclusive property of Paychex.

C. Client agrees that it shall be solely responsible for compliance with all applicable laws in connection with use of the Application from Paychex including, without limitation, state and federal wage and hour laws and regulations and laws relating to collection, storage and use of biometric information. Client agrees that the Services are not intended, and should not be construed, as providing legal or financial advice and that Paychex is not acting in a fiduciary capacity on behalf of Client or Client's Workers.

D. Client agrees that Paychex may require access to Client's Online Account (as defined herein) to assist in configuration, provide ongoing support, and perform administrative functions necessary to provide the Services for Paychex Flex Time Essentials and Client hereby consents to such access by Paychex.

E. **Disclaimer of Warranty.** With regard to all Services provided, Paychex hereby disclaims any and all warranties, and makes no representation or warranty of any kind, whether express or implied, including any warranties as to the condition, quality, value, suitability, durability, operability, or any other matter. Without limiting the general nature of this disclaimer, Paychex disclaims any and all warranties concerning the merchantability or fitness for a particular purpose of any equipment leased or sold and all equipment is expressly provided "as is."

Time and Labor Online (TLO). Paychex will provide Paychex Time and Labor Online services, an internet-based time and attendance system used for collecting time and earnings, and for clients using Payroll Services under this Agreement, importing into payroll software. This section of the Agreement shall cover the provision of electronic data collection terminal(s) ("Time Clock") leased or purchased from Paychex, and all installed Paychex time and attendance software ("Time Clock Software"), and performance of support services described below (collectively "TLO Services"). Paychex may require access to Client's computer systems and/or Client's TLO account to assist in configuration, provide ongoing support, and perform administrative functions necessary to provide the TLO Service and Client consents to and authorizes such access. The TLO Services under this Agreement are only required when the Time Clock and Time Clock Software are installed and operated by Client according to the User Manual and in an environment that meets the minimum requirements. The support provided by Paychex consists of the following:

1. **Hardware.** Covered equipment includes the Leased Equipment from Paychex, but ***excludes*** the accessories purchased by Client. In the case of covered hardware failure, Client must notify Paychex. If replacement of Leased Equipment is required, replacement equipment will be shipped. All service, labor, and ground shipping charges are covered by Client's monthly payments. Upon receipt of replacement equipment, the Client is required to ship all faulty items to Paychex within five (5) business days of receipt of the replacement equipment. In the event of damage to any of Paychex' Leased Equipment as a result of Client's, its Workers', or its agents' acts or omissions, or if Client fails to return Paychex' Leased Equipment as provided above, Client agrees to pay for all necessary repairs or replacement. For an additional fee, Paychex will provide support of purchased equipment as set forth in the Paychex® Time and Labor Online Maintenance Agreement. Client must execute the separate Time and Labor Online Maintenance Agreement in order to receive the support services for purchased equipment.
2. **Telephone Support.** Unlimited telephone calls will be accepted Monday through Friday from 8:00 a.m. to 8:00 p.m. ET.

A. **TLO License and Software.** Paychex grants Client a royalty-free, nonexclusive, nontransferable license ("TLO License") to use all computer programs and related documentation (collectively "TLO Software") from the Web server location chosen by Paychex. Client may only use the TLO Software in accordance with the terms of this Agreement. Access to the TLO Software will end upon termination of this Agreement, and Client agrees that all TLO Software rights remain the sole and exclusive property of Paychex.

B. **TLO Leased Equipment.** In the event that Client leases Time Clocks and/or other equipment from Paychex ("Leased Equipment") Client agrees that (i) Leased Equipment is the sole and exclusive property of Paychex; (ii) Client has no right, title, or interest in any Leased Equipment except as stated in this Agreement, (iii) Client cannot transfer, sell, or in any way encumber Leased Equipment; (iv) Leased Equipment is not a fixture, and (v) Client will not allow any other party to file any lien or security interest on Leased Equipment. Upon demand by Paychex, Client agrees to deliver to Paychex any and all financing statements under the Uniform Commercial Code and any other documents Paychex demands to protect or record Paychex' interest in the Leased Equipment. If permitted by applicable law, Paychex may file any such documents or instruments signed only by Paychex. Client agrees (i) not to damage the Leased Equipment, (ii) to return it in the original condition, normal wear and tear excepted, within ten (10) business days of termination of this Agreement, and (iii) complete termination paperwork provided by Paychex. Client is in default of this Agreement if it allows damage to, or fails to return Paychex' Leased Equipment. If Client fails to return the Leased Equipment in the time required, or damages the Leased Equipment beyond normal wear and tear, Client will be charged a Fee of $750 per terminal.

C. **Fees.** Pursuant to the Time and Labor Online Order Form, the terms of which are incorporated herein, Client agrees to make Fee payments for (i) the TLO Services; and (ii) any Leased Equipment. The Fee for the Leased Equipment includes support and maintenance services. Paychex will invoice Client monthly for the Fee shown on the Time and Labor Online Order Form.

D. **Compliance with Applicable Law.** Client agrees that it shall be solely responsible for compliance with all applicable laws and regulations in connection with the use of TLO (TLO Services, TLO Software, and any Leased Equipment or equipment purchased from Paychex) including, without limitation, state and federal wage and hour laws and regulations and laws relating to collection, storage and use of biometric information. Paychex will not be held liable for Client's use of any equipment or TLO Services to be provided by Paychex hereunder. Client agrees that the TLO Services and TLO Software are not intended, and should not be construed, as providing legal or financial advice and that Paychex is not acting in a fiduciary capacity on behalf of Client or Client's Workers.

E. **Disclaimer of Warranty.** With regard to any Leased Equipment and Time Clock Software rented, leased, or sold, and all TLO Services provided, Paychex hereby disclaims any and all warranties, and makes no representation or warranty of any kind, whether express or implied, including any warranties as to the condition, quality, value, suitability, durability, operability, or any other matter. Without limiting the general nature of this disclaimer, Paychex disclaims any and all warranties concerning the merchantability or fitness for a particular purpose of any equipment leased or sold and all equipment is expressly provided "as is".

Paychex Flex® Hiring. Paychex will provide Client with an internet-based recruiting and applicant tracking Service to facilitate the recruiting, qualifying and tracking of applicants ("Hiring"). Additional Fees may apply for customized or additional modules as well as any other additional services selected by Client through the Service. Support is available by telephone, email and/or live chat Monday through Friday from 8:00 a.m. to 8:00 p.m. ET. Client agrees and acknowledges that Hiring and its contents are not intended, and should not be construed, as providing legal or financial advice and that Paychex is not acting in a fiduciary capacity on behalf of Client or Client's Workers. The Hiring Service may provide links to third-party Web sites. Paychex makes no representations concerning and is not responsible for, the accuracy or content of, or the ability of Client to access, Web sites of third parties. Providing a link to third-party Web sites shall not be deemed an endorsement of the linked site or of the content, products or services offered or referenced on such site and are provided as a convenience only. Client authorizes Paychex to access Client's Hiring account to perform administrative functions as necessary to provide this Service.

Paychex Flex® Onboarding. Paychex will provide Client with an internet-based onboarding Service to facilitate providing information to, and receiving information from, newly hired Workers including the ability to provide company and/or Worker specific documents and policies ("Onboarding"). Client is responsible for the accuracy and completeness of the information provided for each Worker and Client acknowledges that failure to timely provide such information may result in delay in payroll processing and/or in the onboarding process. Support is available by telephone, email and/or live chat Monday through Friday from 8:00 a.m. to 8:00 p.m. ET. Client agrees and acknowledges that Onboarding and its contents are not intended, and should not be construed, as providing legal or financial advice and that Paychex is not acting in a fiduciary capacity on behalf of Client or Client's Workers. Onboarding may provide links to third-party Web sites. Paychex makes no representations concerning and is not responsible for, the accuracy or content of, or the ability of Client to access, Web sites of third parties. Providing a link to third-party Web sites shall not be deemed an endorsement of the linked site or of the content, products or services offered or referenced on such site and are provided as a convenience only. Client authorizes Paychex to access Client's Flex Onboarding account to perform administrative functions as necessary to provide this Service.

Paychex Flex® Onboarding Essentials. Paychex will provide Client with an internet-based onboarding Service to facilitate providing essential onboarding information to, and receiving essential onboarding information from, newly hired Workers ("Onboarding Essentials"). Client is responsible for the accuracy and completeness of the information provided for each Worker and Client acknowledges that failure to timely provide such information may result in delay in payroll processing and/or in the onboarding process. Client agrees and acknowledges that Onboarding Essentials and its contents are not intended, and should not be construed, as providing legal or financial advice and that Paychex is not acting in a fiduciary capacity on behalf of Client or Client's Workers. Onboarding may provide links to third-party Web sites. Paychex makes no representations concerning and is not responsible for, the accuracy or content of, or the ability of Client to access, Web sites of third parties. Providing a link to third-party Web sites shall not be deemed an endorsement of the linked site or of the content, products or services offered or referenced on such site and are provided as a convenience only. Client authorizes Paychex to access Client's Flex Onboarding Essentials account to perform administrative functions as necessary to provide this Service. Paychex Flex Onboarding Essentials is not available if Client utilizes Paychex Flex Hiring or Paychex Flex Onboarding.

Employee Handbook Builder Service.

A. Paychex will provide Client with access to an internet-based online tool that enables Client to develop, customize, manage, and update its employee handbook. Additional Fees may apply for translation of Client's handbook into any language other than English as well as any other services provided to Client through the Service.

B. Client acknowledges that the Employee Handbook Builder Service is provided by a third-party vendor of Paychex, and is subject to the Third-Party Services and Online Account provisions set forth herein. Client may be required to execute and/or comply with the third-party vendor's terms and conditions in order to receive or continue to receive the Service.

C. Client agrees and acknowledges that, by offering this Service, Paychex is not intending to provide, and its actions should not be construed as providing, legal or financial advice and that Paychex is not acting in a fiduciary capacity on behalf of Client or Client's employees. Client is solely responsible for ensuring that its handbook complies with all applicable federal, state, or local statutes or regulations at all times, including any updates or changes to any handbook policies. Client acknowledges that neither Paychex nor its third-party vendor will review the handbook created by Client for compliance or any other reason.

D. Paychex makes no representations concerning, and is not responsible for, the accuracy or content of, or the ability of Client to access, Web sites of third parties.

E. Client is only eligible for this Service while Client remains a Client of Paychex. Upon termination of the Service or the Agreement, Client will no longer have access to its handbook online or any of the tools available for developing, customizing, managing or updating its handbook. Client may retain any handbook downloaded prior to termination.

F. To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, Client agrees that Paychex will not be liable for any content, products, and/or services provided by the third-party vendor. Client understands and acknowledges that the total liability of Paychex to Client

and anyone claiming by or through the Client for any claims, losses, costs or damages, including attorneys' fees and costs, resulting from or in any way related to the Employee Handbook Builder Service shall not exceed the total amount of monthly fees paid by Client for this Service during the twelve (12) months preceding the date the claim that gave rise to such liability accrued.

Data Exports. Paychex will provide Client with the ability to export Client's data using a predetermined set of reporting templates and make them available on a secure site for access by Client.

Reports On-Demand. Paychex will make Client's specified payroll reports available on-demand on a secure site for access by Client.

Report Writer. Paychex will provide Client with the ability to create custom reports of Client's data, available on a secure site for access by Client. The Data Exports functionality is included with Report Writer.

New Hire Reporting. Paychex will report all new/rehired Worker information that is mandated by federal and state regulations, with the exception of Puerto Rico. Client is required to provide accurate and complete information for each new/rehired Worker and Client acknowledges that failure to provide such information may result in delay in reporting.

Paychex Online Reports. Paychex will make Client's payroll-related reports available on a secure site for access by Client.

Paychex Employee Screening Services. Client acknowledges that the Paychex Employee Screening Services are performed by a third-party vendor of Paychex. Client acknowledges that it is solely responsible for compliance with all applicable laws, including but not limited to background check restrictions. Client agrees to remit payment directly to Paychex. Client will be eligible for such program so long as: (i) Client remains a Client of Paychex; (ii) Client complies with the terms of this Agreement; (iii) Client executes and complies with the terms of any agreement the third-party vendor shall require; and (iv) the third-party agreement is not terminated for any reason. Fees for the Employee Screening Services will be as set forth in the product setup form and consist of a (i) set up fee; (ii) inspection fee and either a; (iii) monthly subscription fee (if a product type package is ordered); or (iv) monthly à la carte fees (if Client paying per screen); and any insufficient fund and premium processing Fees as applicable. If Client elects the product type package plan and the Employee Screening Service is terminated prior to the completion of the product type package plan, Client agrees to pay the remaining amount due on the contract after a prorating of the screens ordered has been completed. Client agrees to pay for all screens ordered through the third-party vendor.

Paychex Employee Screening Essentials. Client acknowledges that the Paychex Employee Screening Essentials Service is performed by a third-party vendor of Paychex. Client acknowledges that it is solely responsible for compliance with all applicable laws, including but not limited to background check restrictions. Client will be eligible for such program so long as: (i) Client remains a Client of Paychex; (ii) Client complies with the terms of this Agreement; (iii) Client executes and complies with the terms of any agreement the third-party vendor shall require; and (iv) the third-party agreement is not terminated for any reason. Fees for the Service, if any, will be set forth in the Fee schedule. Additional Fees may apply for additional individual screens not included in the annual allotment, fees levied by third party agencies to complete additional screens, or any other services provided to Client through the Service.

Paychex Flex® Benefit Administration Essentials. Paychex will provide Client access to an Internet-based electronic system for group employee benefits enrollment and administration (the "Services").

A. **Features and Paychex Responsibilities.** The following features constitute the Services in accordance with the employee benefit plan features as provided by Client: (a) online availability of Employee, spouse and dependent demographic information, as provided by the Client; (b) Employee eligibility tracking; (c) secure Employee access to the web site for self-service; (d) online benefit descriptions; and (e) online open enrollment, new hire enrollment and life event enrollment transactions. Paychex shall have the following additional responsibilities: (a) initial set up of the web site including populating with Client Information; (b) teleconference training of the primary user(s) of the Services identified by Client, and (c) maintenance of an on-line help system. Paychex is not required, under the terms of this Agreement, to review Client's actions or those of Client's plan administrator(s) and Paychex will not incur any liability by taking or permitting any actions on the basis of any of Client's actions or those of Client's plan administrator(s) or for carrying out either Client's or Client's plan administrator's directions.

B. **Service Effective Date.** The Service Effective Date for Services will not occur until Client's primary users have been trained, all data is imported into the system, and the Services site has been made available for use by Client.

C. **Use of Services and Submission of Client Information.** Client shall (i) provide Paychex with initial data in accordance with Paychex's standard data import requirements, including all employee and dependent demographic data and current enrollment elections. If data is not submitted in electronic format initial client setup cannot be performed and Paychex shall not be obligated to perform the Services; (ii) provide all information necessary to assist in initial Client setup in accordance with the Paychex implementation schedule; (iii) assign a trained primary user(s) to perform administrative enrollment tasks and to resolve all data discrepancies after training to facilitate electronic data integration; (iv) approve all data changes prior to the next regularly scheduled data transmission; (v) upon confirmation of an electronic connection, make all enrollment and demographic changes through the Services only, unless otherwise instructed; (vi) make all updates to the system, including but not limited to all enrollment and demographic changes; (vii) ensure confidentiality of employer I.D., usernames and passwords; (viii) use only PC or Mac based hardware and Microsoft operating systems; and (ix) verify that all eligibility restrictions, effective date and premium calculations, and all other specific plan rules are in place and working correctly after initial implementation, and after any Client directed changes. Client authorizes Paychex to collect and store all enrollment and demographic data online on Client's behalf.

D. **Ownership of Client Information.** Client acknowledges that Paychex does not own any data, information or material that Client submits to Paychex in the course of using the Services. As such, Paychex shall not have any obligation to verify or determine the accuracy, validity or completeness of information provided by Client or Client's plan administrator, including the hire and termination date of any of Client's employees, and shall not be responsible for errors, delays or additional costs resulting from the receipt of inaccurate, invalid, incomplete or untimely information or information provided in an unacceptable format or media.

E. **Termination.** Client is only eligible for this Service while Client remains a Client of Paychex Flex under this Agreement. Termination of this Agreement shall terminate the Services pursuant to this

section. If the Services are terminated, Client is entitled to all enrollment data and history collected by Paychex under this Agreement. Paychex will provide Client with access to their data history for thirty (30) days via the reporting tool within their Paychex Flex Benefits Administration site prior to the date of termination.

Premium Only Plan (POP). Paychex will act as Plan Service Provider for Client's POP. Paychex will provide Client with the following Plan installation documentation: (i) Basic Plan Document; (ii) Adoption Agreement; and (iii) Summary Plan Description. Client acknowledges that Client is responsible for (i) reviewing and signing the Adoption Agreement setting forth the terms and conditions of the Plan; and (ii) distributing the Summary Plan Description to Plan participants. Paychex will perform the calculations for the Key Employee Concentration Test. Client is solely responsible for all other testing. If Client has a Health Savings Account (HSA), the pretax salary reductions for Client's HSA will not be incorporated into the compliance testing results. Client will be solely responsible for any aggregate testing. Client acknowledges that if the Plan fails the testing as outlined above, the Client is responsible for correcting the failure and bringing the Plan into compliance with the applicable requirements as defined in section 125 of the Internal Revenue Code.

COBRA Administration Services. Paychex will perform certain federal COBRA and state continuation administrative functions for medical, dental, vision, or prescription drug coverage plans ("Eligible Plans") on Client's behalf ("COBRA Administration"). Client acknowledges that Paychex is not the Plan Administrator, Plan Sponsor as defined by applicable law nor is Client retaining Paychex to act as a Plan fiduciary. Paychex shall not have any discretionary authority or responsibilities with respect to the administration of the Eligible Plans. The COBRA Administration Services will be provided only to Client Employees and qualified beneficiaries Client has identified to Paychex as having had a qualifying event under COBRA or applicable state continuation law. Client will notify Paychex when an Employee is (i) no longer on its payroll; (ii) terminated from coverage under the Eligible Plan; or (iii) receiving a reduced level of health care coverage under the Eligible Plan; and Client will identify Eligible Plans of the Employee to Paychex (collectively "Required Notifications"). Client is solely responsible for determining if a matter is a qualifying event. Paychex will assist Client in determining if a matter is a qualifying event once Client provides Paychex with the Required Notifications. Paychex will begin COBRA Administration on Client's behalf, if required. If the qualified beneficiary subsequently elects COBRA coverage, Client shall be solely responsible for submitting the premium for the qualified beneficiary directly to the Eligible Plan insurance carrier. The qualified beneficiary will pay the monthly premium directly to Paychex and Paychex will reimburse Client the premium collected from the qualified beneficiary less an administrative Fee. Client specifically agrees that Paychex may retain the two percent (2%) administrative Fee that shall be added to all Premiums Due. Paychex receives bank credits and/or earnings ("Earnings") from the premiums received. The amount of Earnings received by Paychex will fluctuate based on the average monthly balance of the premiums received multiplied by the one month British London Interbank Offered Rate less sixty (60) basis points. If the calculation results in no earnings, Paychex currently receives 10 bps multiplied by the daily average balance of funds. Client acknowledges that Paychex may retain such Earnings as additional compensation for COBRA Administration under this Agreement. In the absence of Earnings, Client acknowledges that the other Fees paid to Paychex under this Agreement would be greater. In the event that Paychex receives an appeal of a denial of coverage from a potential beneficiary ("COBRA Appeal") (i) Paychex will provide Client with a copy of the COBRA Appeal; and (ii) Client agrees that it has sole responsibility to review and provide Paychex written direction on how to respond to the COBRA Appeal.

W-2 Service. Unless Client directs Paychex in writing not to provide the Service, Paychex will (i) prepare Forms W-2 and W-3 and Forms 1099-MISC and 1096, if applicable ("Forms"); (ii) file the Forms with appropriate federal and state agencies; and (iii) provide copies to Client for distribution to each Worker. Client shall have the sole responsibility to distribute the Forms to each Worker pursuant to applicable law. Client acknowledges that if it chooses to receive W-2's or 1099's online only, it is solely responsible for compliance with all state and/or federal statutes or regulations regarding consent of and distribution to each Worker. In the event that the Services are terminated or if Client is in breach of its obligations for payment of Amounts Due, Paychex shall not be obligated to provide the Service. Additional Fees may apply.

Paychex Flex® Application Programming Interface - Payroll ("Payroll API"). For a monthly Fee, Paychex will provide Client with the ability to integrate its payroll data from custom or third-party accounting software with Paychex Flex. Client acknowledges that it is solely responsible for the accuracy of all information and the incorporation of any changes made to Client's data by or on behalf of Client's Workers. Client also understands that Client's use of Payroll API is an Online Account, as defined herein, and is subject to those terms and conditions. Client's use of Payroll API is also subject to the Paychex, Inc. API License Agreement, which is incorporated by reference.

Financial Wellness Service

A. **Service.** As part of the Services, at no additional cost to Client, Paychex provides Client's Employees ("Employees") with direct access to the Financial Wellness Service ("Financial Wellness Services" or "Service") provided by the Financial Wellness Vendor (FinFit Ops, LLC DBA FinFit) ("Vendor"). The Service offers Employees a variety of tools and education to assist Employees in addressing financial goals, as well as access to installment loans and lines of credit (each a "Loan"). Employees using the Service will be able to apply for a Loan and remit payment for the Loan through direct deposit. Access to the Service will be provided to each Employee by Vendor and Vendor will directly market the Service to Employees. Client acknowledges that Paychex may change the Vendor providing the Service to Employees, or discontinue providing access to the Service, at any time by providing notice to Client in a manner chosen by Paychex, including but not limited to electronic notice. Employees may, from time to time, apply for and obtain a Loan from Celtic Bank, the bank selected by Vendor as the authorized bank to provide a Loan ("Bank"). Vendor shall solely be obligated to determine the authorized bank available through the Service. Employees shall apply for a Loan through their Vendor account pursuant to the terms of a Loan Agreement between Bank and Employee.

B. **Use of Service by Employees.** Client authorizes Paychex to provide the Service to Employees. Client acknowledges that (i) the availability of the Service for any Employee may be limited by the Vendor; (ii) the provision of the Service by Vendor may require the Employee to execute an agreement with Vendor; and (iii) an Employee's ability to use the Service may be limited according to Vendor's terms and conditions. In the event that Client opts out of, or terminates, the Service, Paychex shall not provide Employees access to the Service. Nothing in this provision creates any

rights under this Agreement to any Employee. There are no person(s) intended as third party beneficiaries of this Agreement; and no person or entity (other than Client or Paychex) will have any right to enforce any term of this Agreement.

C. **Marketing.** Client consents to Vendor directly contacting Employees for the purpose of providing information and marketing regarding the Service online, on Employee websites, and/or by mail, email or other form of communication. Client understands that contact information for its Employees will be obtained from Client Information.

D. **Do Not Contact.** In the event an Employee elects not to be directly contacted by Vendor the Employee will opt out directly with the Vendor.

E. **Fees and Compensation.** Paychex may charge fees to Employees using the Service, either on its own behalf or on behalf of a subsidiary or Vendor, and remit fees it collects to Vendor. Paychex may also receive compensation from Vendor for the Service provided or made available to Employees.

F. **Payment for the Financial Wellness Service by Employees.** The Service requires each Employee using the Service to pay for such service or otherwise remit payments to Vendor through direct deposit of a portion of their pay to Vendor ("Employee Payments"). Each Employee will be required to sign a revocable payroll direct deposit authorization form instructing Client and/or Paychex as Client's payroll vendor to deposit a portion of Employee's wages or compensation to Vendor in payment of a Loan the Employee obtained from Bank. Client authorizes Paychex to facilitate the direct deposit of payments from Employee's compensation to Vendor in the time and manner authorized by Employees, except to the extent Client and Paychex are otherwise prohibited from doing so by any requirement of law applicable to Client or Paychex.

G. **Transmittal of Employee Information.** The Service requires the transmittal of Employee information, including Employee Confidential Information, to Vendor. Client authorizes Paychex to provide Employee and Client Information sufficient for Vendor to identify the Employees who are eligible to use the Service. If an Employee then uses the Service, Client authorizes Paychex to securely transmit Confidential Information to Vendor so that Vendor may provide the requested Service. Such transmission shall only occur if Employee has authorized the release of such information to Vendor. Such Confidential Information may also include the dates of employment (including date of termination, if applicable), rate of pay, or any other information as may be needed by Vendor to provide the Service requested by the Employee. Paychex is not liable for any disclosure of Client Confidential Information by any such third-party.

NEW YORK STATE

Department of Taxation and Finance

E-ZRep Tax Information Access and Transaction Authorization Form

TR-2000 (1/18)

Part 1 - Taxpayer information (if married, each spouse must submit a separate form, even if the spouse files a joint return)

Taxpayer's SSN or EIN	Taxpayer's name (first name, middle initial, last name, or legal name of business)
14-6002244	**City of Hudson**

Part 2 - Tax professional information

Name of company providing tax professional services or individual's name if self-employed (hereinafter, the tax professional)

Paychex, Inc.

Part 3 - Tax matters covered by this authorization (select at least one)

For the tax matters indicated below, the tax professional is authorized to (1) access the taxpayer's account information and perform transactions online through the Tax Department's Online Services, and (2) receive confidential information from the Tax Department.

Business		Individual/Fiduciary	
All current and future services (no other entry is required in Part 3 if this box is marked)	☐	**All current and future services** (no other entry is required in Part 3 if this box is marked)	☐
Payments, bills and notices	☑	**Payments, bills and notices**	☐
Sales tax	☐	**Personal income tax**	☐
Employment and withholding taxes	☑	**Metropolitan commuter transportation mobility tax** *(only available to individual taxpayers)*	☐
Corporation tax	☐	**Respond to department notice**	☐
Other taxes	☐	**Change of address**	☐
Annual transaction information	☑	**Casual sales tax**	☐
Respond to department notice	☑		
Change of address	☐		
File exchange	☐		

Part 4 - Expiration date

If the taxpayer wishes to limit the period of time for which this authorization is effective, enter the expiration date here. This date will be applied to all services selected above. If no date is entered, this authorization for the services selected above will remain in effect until revoked.

Expiration date (mm-dd-yyyy)

Part 5 - Signature

I certify that I am the individual named in Part 1 above, or, if the taxpayer named in Part 1 is other than an individual, I certify that I am acting on the taxpayer's behalf in the capacity of a corporate officer, partner (except a limited partner), member or manager of a limited liability company, or fiduciary, and that I have the authority to execute this *Tax Information Access and Transaction Authorization Form* on behalf of the taxpayer.

I understand and agree that by signing and providing this form to the tax professional, I am authorizing the tax professional to access the taxpayer's account information online and to receive confidential information from the Tax Department for the tax matters authorized on this document.

In addition, if I have authorized the tax professional to file returns or other documents and/or make payments on the taxpayer's behalf online, I understand and agree that the tax professional's submission of authorized transactions, together with this signed authorization, will serve as the taxpayer's signature for such transactions. I further understand and agree that I must examine the information reported in those transactions and verify that the information submitted is true, correct, and complete. The tax professional has my consent to complete these transactions on the taxpayer's behalf. If the transaction includes authorization for electronic funds withdrawal, I certify that the New York State Tax Department, through its designated financial agents, is authorized to initiate such electronic funds withdrawal(s) from the financial institution account indicated in the transaction, and that the financial institution is authorized to debit the entry to the account. I understand and agree that payment transactions will be processed upon transaction submission and payment authorization cannot be revoked, unless otherwise stated at the point of submission of the payment transaction.

I further understand and agree that I can revoke the tax professional's access and authority to receive information and execute taxpayer transactions at any time.

Signature	Print name	Date
	Harry Rector	

Reporting Agent Authorization

OMB No. 1545-1058

(In accordance with IRS Form 8655)

Taxpayer

1. Employer identification number (EIN)	2. Other identification number (State ID)	3. If you are a seasonal employer, check here ☐
14-6002244		

4. Name of taxpayer (as distinguished from trade name): CITY OF HUDSON

5. Trade name, if any (DBA):

6. Address (number, street, and room or suite no.)	City or town	State	ZIP code
520 Warren St	Hudson	NY	12534

7. Contact person	8. Telephone number	9. Fax number
Harry Rector	(518)828-0212	000-000-0000

Reporting Agent

10. Name:	11. Employer identification number (EIN):	12. Telephone number:	
PAYCHEX INC	16-1124166	585-336-7600	
13. Address:	**City or town:**	**State:**	**ZIP code:**
911 PANORAMA TRAIL SOUTH	ROCHESTER	NY	14625-0397

Authorization of Reporting Agent To Sign and File Returns *(Caution: See Authorization Agreement)*

14. Use the entry lines below to indicate the tax return(s) to be filed by the reporting agent. Enter the beginning year of annual tax returns or beginning quarter of quarterly tax returns. See the instructions for how to enter the quarter and year. Once this authority is granted, it is effective until revoked by the taxpayer or reporting agent.

940 YYYY 941 12 / 2018 943 YYYY 944 YYYY

Authorization of Reporting Agent To Make Deposits and Payments *(Caution: See Authorization Agreement)*

15. Use the entry lines below to enter the starting date (the first month and year) of any tax return(s) for which the reporting agent is authorized to make deposits or payments. See the instructions for how to enter the month and year. Once this authority is granted, it is effective until revoked by the taxpayer or reporting agent.

940 MM / YYYY 941 10 / 2018 943 MM / YYYY 944 YYYY

Disclosure of Information to Reporting Agents

16a. Check here to authorize the reporting agent to receive or request copies of tax information and other communications from the IRS related to the authorization granted on line 14 and/or line 15 ☑

b. Check here if the reporting agent also wants to receive copies of notices from the IRS ☑

Form W-2 series or Form 1099 series Disclosure Authorization

17a. The reporting agent is authorized to receive otherwise confidential taxpayer information from the IRS to assist in responding to certain IRS notices relating to the Form W-2 series information returns. This authority is effective for calendar year forms beginning 2018

b. The reporting agent is authorized to receive otherwise confidential taxpayer information from the IRS to assist in responding to certain IRS notices relating to the Form 1099 series information returns. This authority is effective for calendar year forms beginning 2018

State or Local Authorization *(Caution: See Authorization Agreement)*

18. Check here to authorize the reporting agent to sign and file state or local returns related to the authorization granted on line 14 and/or line 15 ☑

Authorization Agreement

I understand that this agreement does not relieve me, as the taxpayer, of the responsibility to ensure that all tax returns are filed and that all deposits and payments are made and that I may enroll in the Electronic Federal Tax Payment System (EFTPS) to view deposits and payments made on my behalf. If line 14 is completed, the reporting agent named above is authorized to sign and file the return indicated, beginning with the quarter or year indicated. If any starting dates on line 15 are completed, the reporting agent named above is authorized to make deposits and payments beginning with the period indicated. Any authorization granted remains in effect until it is revoked by the taxpayer or reporting agent. I am authorizing the IRS to disclose otherwise confidential tax information to the reporting agent relating to the authority granted on line 14 and/or line 15, including disclosures required to process Form 8655. Disclosure authority is effective upon signature of taxpayer and IRS receipt of Form 8655. The authority granted on Form 8655 will not revoke any Power of Attorney (Form 2848) or Tax Information Authorization (Form 8821) in effect.

I certify I have the authority to execute this form and authorize disclosure of otherwise confidential information on behalf of the taxpayer.

Signature	Title	Date
→	Trustee	//

Company Name	Office-Client number
CITY OF HUDSON	0940 -

TIA

☐ Reviewed Government Issued ID

Paychex ESR Services Addendum

Company Name **City of Hudson**

Office/Client Number **0940** /

Federal ID Number **14-6002244**

Client currently has a service agreement with Paychex, Inc. ("Paychex") for the provision of payroll and related services to Client ('Paychex Client') or Paychex Business Solutions, LLC ("PBS") for the provision of professional employer organization or related services ("PBS Client"). The Client's service agreement with Paychex or PBS shall be referred to in this ESR Services Addendum as the "Agreement"[1]. Client agrees to amend its Agreement to add the Employer Shared Responsibility ("ESR") Services ("ESR Services") as described in this ESR Addendum. The ESR Services shall be provided pursuant to the terms and conditions of this ESR Addendum and Client's Agreement. Client agrees that the ESR Services may be provided by subsidiaries or related entities to Paychex (if a Paychex Client) or PBS (if a PBS Client). In the event Client is executing this addendum on behalf of related entities, Client shall include the Company named above and each Company listed on the Controlled Group Information Schedule which shall be incorporated and made a part of this ESR Services Addendum. For purposes of this ESR Services Addendum Paychex and PBS shall be referred to collectively as Paychex.

1. **ESR Services.** The ESR Services consist of the Complete Analysis and Monitoring Services and ESR End of Year Reporting Services as more fully described in Section 2 of this Addendum. **Paychex is not rendering legal or financial advice in connection with the ESR Services nor shall Paychex be deemed a fiduciary of Client or the employer or co-employer of Client's employees for purposes of providing the ESR Services.** Paychex shall not be responsible for Client's compliance with federal, state, or local statutes, regulations, or ordinances. Unless Client elects otherwise Paychex will provide the Direct Filing Service to Client. In the event that Client's current Agreement terminates for any reason the ESR Services will terminate as of the effective date of the termination of the Agreement except as set forth in section 2.2.

Paychex will not commence any of the ESR Services until Paychex receives all documents necessary to begin each of the Services and notifies Client of the date Paychex will commence each of the Services ("Service Effective Date"). Client acknowledges that each of the ESR Services may have separate Service Effective Dates and Paychex may commence performance of one (1) or more ESR Services without obligating itself to commence all ESR Services selected by Client. **Until the ESR Services Effective Date, Client shall continue to provide for itself the ESR Services requested of Paychex. Paychex assumes no responsibility for ESR Services prior to the ESR Services Effective Date.**

By signing this Addendum (Rev. 10/17), Client warrants that it possesses full power and authority to enter into this Addendum to its Agreement and the Agreements of each Company listed on the Controlled Group Information Schedule to this Addendum, and has read and agrees to the terms and conditions listed in this Addendum as set forth in Sections 1-3 and the Controlled Group Information Schedule if applicable. This Addendum shall supersede any previous Paychex ESR Services Addendum. The person signing below as the Client's representative warrants, as an individual, that he or she is the Client's representative authorized to sign this Addendum for the Company listed above and each Company listed on the Controlled Group Information Schedule to this Addendum and that his or her signature is genuine.

Authorized Officer's Name
Harry Rector

Title
Trustee

Authorized Officer's Signature

Date

Please Sign →

[1]Agreement shall refer to the then current service agreement between (i) Paychex, Inc., ("Paychex"), located in, Rochester, New York and the Company identified on the Paychex Service Agreement and the Controlled Group Information Schedule for the provision of payroll, Taxpay ®, Readychex®, human resource or insurance administration services; or (ii) Paychex Business Solutions, LLC and its affiliated

2. **ESR Services Terms and Conditions.** Client acknowledges and understands that, to the extent that it is an entity that is treated as a single employer under Internal Revenue Code (IRC) section 414(b), (c), (m), or (o) ("Controlled Group"), the parent entity of the Client's Controlled Group will receive ESR reporting which includes all of the reporting Paychex provides Client as part of the ESR Services if the parent company elects to receive the ESR Services.

2.1. **ESR Complete Analysis and Monitoring Services.** Client authorizes and directs Paychex to perform the ESR Complete Analysis and Monitoring Services set forth below. To receive the ESR Complete Analysis and Monitoring Service Client must process payroll with Paychex. Should Client terminate payroll with Paychex the ESR Complete Analysis and Monitoring Service shall automatically be terminated.

2.1.1 **Applicable Large Employer Analysis and Monitoring.** Paychex will (i) provide Client an estimated calculation of the number of full-time employees and full-time equivalent employees (FTEs) each month in a format which Client can manipulate; and (ii) calculate whether Client is an applicable large employer as of the date of the calculation. Client acknowledges that the report provided is subject to the information provided by Client and may require additional input to finalize the calculation of whether Client is an applicable large employer.

2.1.2 **Full-Time Employee Analysis and Monitoring.** Paychex will provide Client reporting that monitors all current and new employees within Client's selected measurement, administrative, and stability periods and calculate whether an employee is a full-time employee.

2.1.3 **Coverage Adequacy Analysis and Monitoring.** Paychex will provide Client reporting to assist Client in determining the adequacy of the health coverage Client is offering to its employees. The reporting will evaluate whether Client's health insurance is providing minimum essential coverage, is of a minimum actuarial value and is affordable as set forth in the then current Employer Shared Responsibility regulations. The Coverage Adequacy Analysis and Monitoring Service is available only to clients of Paychex Business Solutions, LLC who are on the PBS Sponsored benefit plan or Clients for whom Paychex Insurance Agency, Inc. is their agent of record for group health insurance.

2.2. **ESR End of Year Reporting Services.** If Client is an applicable large employer Client authorizes and directs Paychex to perform the ESR End of Year Reporting Services set forth below. To receive the ESR End of Year Reporting Services for a particular calendar year Client must either (i) be processing payroll with Paychex; or (ii) if a Client receiving the ESR End of Year Reporting Services has terminated payroll, Client must provide Paychex all required information in a form acceptable to Paychex. If Client fails to provide required information to Paychex (either through payroll or otherwise) Paychex shall not be obligated to provide the ESR End of Year Reporting Service. If Client terminates payroll following the completion of a calendar year (i) Paychex will provide the ESR End of Year Reporting Services for the previous calendar year as set forth below; (ii) Paychex will not provide, nor will it be obligated to provide, any ESR Service other than the ESR End of Year Reporting Service following Client's payroll termination date; (iii) the ESR End of Year Reporting Services shall terminate upon completion of the End of Year Reporting Services for the previous calendar year; and (iv) Client agrees to pay all Fees due for the Paychex ESR through the later of the IRS Electronic Filing Deadline for Client's ESR Reporting or the completion of the End of Year Reporting Services.

2.2.1 **Reporting Services.** Paychex will (i) provide Client reporting that monitors full time employee status of Client's employees and whether Client offered coverage for any employee active during the current calendar year, whether the employee was full time or part time; and (ii) estimate how many employees Client will be required to furnish Form 1095-C information.

2.2.2 **Preparation of Forms 1094-C and 1095-C.** Paychex will prepare Form 1094-C for Client and Form 1095-C for each individual for whom a Form 1095-C is required under IRC section 6056 with the proper taxing authorities and will either file them if Client is a Direct Filing Services Client or provide Client with File Ready Forms as set forth below. Unless Client directs Paychex to provide the Direct to Employee Form 1095-C Service described below Paychex will provide Client a Form 1095-C for each individual for whom a Form 1095-C is required under IRC section 6056 and Client shall be solely obligated to provide the Form 1095-C to the individual. Should the ESR Services terminate prior to the end of a calendar year, Paychex will not complete Forms 1094-C or 1095-C, but will provide Client access to its information for a period of six (6) months after termination. Should client require information after this time frame, Paychex may, in its sole discretion, apply an information retrieval fee at its then current rate.

2.2.3 **Direct to Employee Form 1095-C Service.**To use the Direct to Employee form 1095-C Service Client must direct Paychex to provide the Direct to Employee Form 1095-C Service and provide Paychex all required information in a form acceptable to Paychex. If Client directs Paychex to provide the Direct to Employee Form 1095-C Service Paychex will mail the Form 1095-C to each individual for whom a Form 1095-C is required under IRC section 6056 with the proper taxing authorities. Paychex will mail the Form 1095-C to the address supplied by Client and Client shall be solely responsible for providing a correct mailing address for each individual receiving the Form 1095-C. Paychex Clients authorize Paychex to charge the Direct to Employer Form 1095-C Service Fees if Client directs Paychex to provide the Direct to Employee Form 1095-C Service. The Direct to Employee Form 1095-C Service is included at no extra fee for PBS Clients. Paychex will continue to provide this Service until the ESR Service Addendum or Paychex Service Agreement between the parties is terminated.

2.2.4 **Electronic Filing Services.** Client authorizes Paychex to electronically file Form 1094-C for Client; and (ii) file Form 1095-C for each individual for whom a Form 1095-C is required under IRC section 6056 with the proper taxing authorities. Paychex is not responsible for the payment of penalties or the filing of returns prior to the ESR End of the Year Reporting Services Effective Date.Unless Client elects otherwise Paychex will provide the Electronic Filing Service to Client.

2.2.5 **File Ready Forms Services.** If Paychex is unable to provide Electronic Filing or Client has directed Paychex to provide only File Ready Forms Paychex will provide Client a Form 1094-C

for the employer filing and Form 1095-C for each individual such form is required under IRC section 6056. File Ready Form Service is not available for any Client who has in excess of the number of employees which require electronic filing. In the event that Client elects File Ready Forms and is required to file electronically Client directs Paychex to provide the Electronic Filing Service to Client. File Ready Form Clients shall be solely responsible for filing the required forms provided.

2.2.6 **Reviewing and approval of Filing Information.** Paychex will provide reporting and all required forms for filing in advance of the filing date for Client to review. Client is solely obligated to review all reporting and filing information Paychex provides to Client. Client authorizes and directs Paychex to file the Form 1094-C and Form 1095-C provided to Client for review unless Client directs Paychex not to electronically file. Unless Client directs Paychex not to file Client is attesting to the accuracy of the information contained in the reporting provided to Client

SL0035 10/17

2.2.7 **Completion of Information on the reporting to Client.** Client acknowledges that the reporting provided by Paychex relies on the information provided by Client as well as any information which is defaulted as set forth in Section 2.2.7 below. Client is solely obligated to review any information it provides or which is defaulted and acknowledges that Paychex may require additional input to finalize the calculations of employee status and information related to coverage offered. Paychex will evaluate the information provided by Client and provide Client reporting that communicates potential errors and omissions that may hinder Paychex's ability to assist in filing 1094-C and 1095-C Form information. Client acknowledges and understands that to the extent it has failed to provide sufficient information to enable Paychex to provide the Services Paychex will be precluded from providing and/or filing the forms 1094-C and 1095 C. In such case, Paychex will notify Client of its inability to perform and Client shall assume responsibility for completing and timely filing its forms. No fees will be refunded.

2.2.8 **Default Information.** In order to efficiently complete the reporting required to generate IRS Forms 1094 –C and 1095-C, and in the absence of any direction from Client, Paychex will default information as set forth in Default Direction Schedule to this Addendum.

3. **Fees and Electronic Funds Transfer.**

3.1 **Fees.** Client will pay all applicable fees for the ESR Services ("Fees"), unless otherwise included in their Agreement's Fees, through an Electronic Funds Transfer (EFT), or such other payment method as required by Paychex when due. Paychex' Fees are subject to change upon thirty (30) days written notification to Client.

3.2 **Electronic Funds Transfer.** If Paychex requires payment of Fees through an EFT, Client will execute all documentation needed by Paychex to originate EFT transactions. Client authorizes Paychex to collect all Fees from Client's bank account on the date that an EFT to collect the Fees is presented ("Funding Deadline"). Client agrees that the funds representing the Fees will be on deposit in Client's bank account in collectible form and in sufficient amount on the Funding Deadline. All EFTs are performed in compliance with the National Automated Clearing House Association operating rules ("NACHA"). Client agrees (i) to follow NACHA as they are amended from time-to-time and assumes the responsibilities of an initiator of EFTs; (ii) that it will not initiate any EFT that violates any law; and (iii) that Paychex may identify Client to banks involved in the EFT.

Ayes: Aldermen Bujan, Garriga, Halloran, Johnson, Lewis, Merante, Mizan, Sarowar and Volo. (9)

Nays: None. (0)

Abstained: President DePietro. (1)

On motion of **Alderman Halloran**, seconded by **Alderman Lewis**, the following resolution was adopted by the following vote:

RESOLUTION NO. 8 August 21, 2018

RESOLVED, that the City Treasurer be and hereby is authorized and directed to transfer funds to the following 2018 budget accounts as follows to the Public Works Department:

DPW

$1,000	From:	1490.41 A – DPW Admin – Printing & Advertising
$1,000	To:	1490.4 A – DPW Admin – Materials & Supplies
$1,000	From:	1620.1 A – Buildings – Personal Services
$1,000	To:	1620.5 A – Buildings – 429 Warren Street
$1,000	From:	3020.2 A – Communications – Equipment
$1,000	From:	3020.46 A – Communications – Electrician
$2,000	To:	3020.4 A – Communications – Materials & Supplies
$6,000	From:	5110.1 A – Street Maintenance – Personnel Services
$3,000	To:	8170.4 A – Street Cleaning – Materials & Supplies
$3,000	To:	8160.45 A – Street Cleaning – Maintenance of Equipment
$3,000	From:	8160.46 A – Refuse – Tipping Fees
$3,000	To:	8160.45 A – Refuse – Maintenance of Equipment

CEMETERY

$10,000	From:	8810.1 C – Cemeteries – Personnel Services
$5,000	To:	8810.4 C – Cemeteries – Materials & Supplies
$5,000	To:	8810.45 C – Cemeteries – Maintenance of Equipment

SEWER

$7,500	From:	8110.1 G – Sewer Administration – Personnel Services
$7,500	To:	8130.46 G – Sewage Treatment – Professional Services
$25,000	From:	8130.48 G – Sewage Treatment – Utilities
$25,000	To:	8130.4 G – Sewage Treatment – Materials & Supplies

APPROVED BY BOARD OF ESTIMATE AND APPORTIONMENT.

Ayes: Aldermen Bujan, Garriga, Halloran, Johnson, Lewis, Merante, Mizan, Sarowar and Volo. (9)

Nays: None. (0)

Abstained: President DePietro. (1)

On motion of **Alderman Garriga**, seconded by **Alderman Sarowar**, the following resolution was adopted by the following vote:

RESOLUTION NO. 9 August 21, 2018

LIONS CLUB DONATION

WHEREAS, the City of Hudson Department of Youth has received $100 to help support the Oakdale Summer Camp,

NOW, THEREFORE BE IT RESOLVED, that the City Treasurer is authorized and directed to receive those funds:

Increase Revenue:	A.0000.2089	Donations non budgeted
Increases Expenditure	A.7310.0200.0003	Oakdale Equipment

$100	Increase Revenue:	A.0000.2089	Donations non budgeted
$100	Increase Expenditure	A.7310.0200.0003	Oakdale Equipment

Approved by the Board of Estimate and Apportionment.

Ayes: Aldermen Bujan, Garriga, Halloran, Johnson, Lewis, Merante, Mizan, Sarowar and Volo. (9)
Nays: None. (0)
Abstained: President DePietro. (1)

On motion of **Alderman Bujan**, seconded by **Alderman Garriga**, the following resolution was adopted by the following vote:

RESOLUTION NO. 10 August 21, 2018

A RESOLUTION AUTHORIZING TRANSFER OF FUNDS BETWEEN YOUTH PERSONNEL ACCOUNTS

WHEREAS, There are funds available in the Youth Personnel services account which need to be dispersed to the proper accounts to pay for the Extended lifeguard wages and concession stand wages.

NOW, THEREFORE, BE IT RESOLVED that the City Treasurer is authorized and directed to make the following transfers:

$2098.45		From:	A.7310.0100.0000	Personnel
	$412.40	To:	A.7310.0100.0005	Personnel Services Concession
	$1686.05	To:	A.7310.0100.0004	Personnel Services Lifeguard

Approved by Board of Estimate and Apportionment.

Ayes: Aldermen Bujan, Garriga, Halloran, Johnson, Lewis, Merante, Mizan, Sarowar and Volo. (9)
Nays: None. (0)
Abstained: President DePietro. (1)

Local Laws.

In reference to Proposed Local Law Introductory No. 6, **Alderman Volo** stated a memo had been attached to the proposed local law to explain the differences, the changes to conform with the state agencies and he said "the idea is that if the state has a program out there which will help a lot of businesses to finance some renewal energy products".

On motion of **Alderman Volo,** seconded by **Alderman Bujan,** the following proposed local law introduced by Alderman Volo, seconded by Alderman Halloran, was ordered laid on the aldermen's desks:

LOCAL LAW NO. INTRO NO. 6 OF 2018

A LOCAL LAW AMENDING CHAPTER 129 OF THE HUDSON CITY CODE

Section 1. Title.

This Local Law shall be known as the Local Law No. ___ for the year 2018.

Section 2. Legislative Findings.

The Common Council of the City of Hudson finds it to be in the best interests of the City to amend Chapter 129 of the Hudson City Code with regard to Energize NY Benefit Financing Program in order to conform the City Code with recent changes in New York State law and the benefits program.

Section 3. Legislative Intent.

It is the intent of the Common Council to amend Chapter 129 of the Hudson City Code in order to conform the City Code with recent changes in New York State law and the Energize NY Benefit Financing Program.

Section 4. Statement of Authority.

This local law is authorized by the Municipal Home Rule Law (chapter 36-a of the Consolidated Laws of the State of New York) and the General City Law (chapter 21 of the Consolidated Laws of the State of New York).

Section 5. Amendment to the Code of the City of Hudson.

Chapter 129 of the Hudson City Code is hereby amended as follows:

§129-1. Legislative findings, intent and purpose, authority.

A. It is the policy of both the City of Hudson and the State of New York to achieve energy efficiency and renewable energy goals, reduce greenhouse gas emissions, mitigate the effect of global climate changes, and advance a clean energy economy. The City of Hudson finds that it can fulfill this policy by providing property assessed clean energy financing to property owners for the installation of renewable energy systems and energy efficiency measures. This chapter establishes a program that will allow the Energy Improvement Corporation ("EIC"), a local development corporation, acting on behalf of the City of Hudson pursuant to the municipal agreement to be entered into between the City of Hudson and EIC pursuant to Article 5-G of the New York General Municipal Law (the "Municipal Agreement"), to make funds available to qualified property owners that will be repaid by such property owners through charges of the real properties benefited by such funds, thereby fulfilling the purposes of this law and fulfilling an important public purpose.

B. The City of Hudson is authorized to implement this Energize NY Benefit Financing Program pursuant to the Municipal Home Rule Law and Article 5-L of the New York General Municipal Law.

C. This law shall be known and may be cited as the "Energize NY Benefit Financing Program Law."

§ 129-2 Definitions

For the purpose of this law, and unless otherwise expressly stated or unless the context requires, the following terms shall have the meanings indicated:

Authority – The New York State Energy Research and Development Authority, as defined by subdivision two of section eighteen hundred fifty-one of the Public Authorities Law, or its successor.

EIC – the Energy Improvement Corporation, a local development corporation, duly organized under section fourteen hundred eleven of the Not-For-Profit Corporation Law, authorized hereby on behalf of the City of Hudson to implement the Energize NY Benefit Financing Program by providing funds to qualified property owners (as defined in this law) and providing for repayment of such funds from monies collected by the City of Hudson

tax collecting officer as a charge to be levied on the real property and collected in the same manner and same form as the real estate taxes.

Energy Audit – A formal evaluation or "assessment" of the energy consumption of a permanent building or structural improvement to real property, conducted by a contractor certified by the Authority, or certified by a certifying entity approved by the Authority, for the purpose of identifying appropriate energy efficiency improvements that could be made to the property.

Energy Efficiency Improvement – Any renovation or retrofitting of a building to reduce energy consumption, such as window and door replacement, lighting, caulking, weatherstripping, air sealing, insulation, and heating and cooling system upgrades, and similar improvements, determined to be cost-effective pursuant to criteria established by the Authority, not including lighting measures or household appliance that are not permanently fixed to real property.

Qualified Property Owner – An owner of residential or commercial real property located within the boundaries of the City of Hudson that is determined to be eligible to participate in the Energize NY Benefit Financing Program under the procedures for eligibility set forth under this law.

Renewable Energy System – An energy generating system for the generation of electric or thermal energy, to be used primarily at such property, except when the Qualified Property Owner is a commercial entity in which case the system may be used for other properties in addition to the subject property, by means of solar thermal, solar photovoltaic, wind, geothermal, anaerobic digester gas-to-electricity systems, fuel cell technologies, or other renewable energy technology approved by the Authority not including the combustion or pyrolysis of solid waste.

Renewable Energy System Feasibility Study – A written study, conducted by a contractor certified by the Authority, or certified by a certifying entity approved by the Authority, for the purpose of determining the feasibility of installing a renewable energy system.

§129-3. Establishment of an Energize NY Benefit Financing Program

A. An Energize NY Benefit Financing Program is hereby established by the City of Hudson, whereby EIC acting on its behalf pursuant to the Municipal Agreement, may provide funds to Qualified Property Owners in accordance with the procedures set forth under this law, to finance the acquisition, construction and installation of Renewable Energy Systems and Energy Efficiency Improvements and the verification of the installation of such systems and improvements.

B. For funds provided to a Qualified Property Owner which is a commercial entity, not-for-profit organization, or entity other than an individual, EIC shall have the authority to impose requirements on the maximum amount of funds to be provided, which may

consider factor including but not limited to the property value, projected savings, project cost, and existing indebtedness secured by such property.

C. For financings made to a Qualified Property Owner who is an individual, the funds provided shall not exceed the lesser of: (i) ten percent of the appraised value of the real property where the Renewable Energy Systems and/or Energy Efficiency Improvements will be located, or (ii) the actual cost of installing the Renewable Energy System and/or Energy Efficiency Improvements, including the costs of necessary equipment, materials, and labor and the cost of verification of such systems and improvements.

§129-4. Procedures for eligibility

A. Any property owner in the City of Hudson may submit an application to EIC on such forms as have been prepared by EIC and made available to property owners on the website of EIC and at the City Hall.

B. Every application submitted by a property owner shall be reviewed by EIC acting on behalf of the City of Hudson, which shall make a positive or negative determination on such application based upon the criteria for making a financing enumerated in section 5 of this law. EIC may also request further information from the property owner where necessary to aid in its determination.

C. If a positive determination on an application is made by EIC acting on behalf of the City of Hudson, the property owner shall be deemed a Qualified Property Owner and shall be eligible to participate in the Energize NY Benefit Financing Program in accordance with the procedure with the procedure set forth under section 6 of this law; providing that in no case shall a property owner that has received funds from another municipal corporation for the acquisition, construction and installation of Energy Efficiency Improvements and/or Renewable Energy Systems be deemed a Qualified Property Owner.

§129-5 Application criteria

Upon the submission of an application, EIC acting on behalf of the City of Hudson shall make a positive or negative determination on such application based upon the following criteria for the making of a financing:

A. The proposed Energy Efficiency Improvements and/or Renewable Energy Systems are determined to be cost effective based on guidelines issued by the Authority;

B. The property owner may not be in bankruptcy and the property may not constitute property subject to any pending bankruptcy proceeding;

C. The amount financed under the Energize NY Benefit Financing Program shall be repaid over a term not to exceed the weighted average of the useful life of the Renewable Energy Systems and Energy Efficiency Improvements to be installed on the property as determined by EIC;

D. Sufficient funds are available for EIC to provide financing to the property owner;

E. The property owner is current in payments on any existing mortgage;

F. The property owner is current in payment on any existing real property taxes and has been current on real property taxes for the previous three years; and

G. Such additional criteria, not inconsistent with the criteria set forth above, as the City of Hudson, or EIC acting on its behalf, may set from time to time.

§129-6. Opt-in, Energize NY Finance Agreement

A. A Qualified Property Owner may participate in the Energize NY Benefit Financing Program through the execution of an energize NY finance agreement made by and between the Qualified Property Owner and EIC, acting on the behalf of the City of Hudson (the "Energize NY Finance Agreement")

B. Upon execution of the Energize NY Finance Agreement, the Qualified Property Owner shall be eligible to receive funds from EIC acting on behalf of the City of Hudson, for the acquisition, construction, and installation of qualifying Renewable Energy Systems and Energy Efficiency Improvements; provided the requirements of Section 7 of this law have been met.

C. The Energize NY Finance Agreement shall include the terms and conditions of repayment set for the under section 8 of this law.

§129-7. Energy audit, renewable energy system feasibility study

A. No funds shall be made available for Energy Efficiency Improvements unless determined to be appropriate through an Energy Audit as defined in Section 2.

B. No funds shall be made available for a Renewable Energy System unless determined to be feasible through a Renewable Energy System Feasibility Study as defined in Section 2.

C. The cost of such Energy Audit and/or Renewable Energy System Feasibility Study shall be borne solely by the property owner but may be included in the financed amount if the work is approved.

§129-8. Terms and conditions of repayment

The Energize NY Finance Agreement between the Qualified Property Owner and EIC acting on behalf of the City of Hudson, shall set forth the terms and conditions of repayment in accordance with the following:

A. The principal amount of the funds paid to the Qualified Property Owner hereunder, together with the interest thereon, shall be paid by the property owner as a charge on their City of Hudson tax bill and shall be levied and collected at the same time and in the same manner as City of Hudson property taxes, provided that such charge shall be separately listed on the tax bill. The City of Hudson shall make payment to EIC or its designee in the amount of all such separately listed charges within 30 days of the date the payment is due to be made to the City of Hudson.

B. The terms of such repayment shall be determined at the time the Energize NY Finance Agreement is executed by the property owner and EIC, provided that in no case shall the term exceed the weighted average of the useful life of the systems and improvements as determined by EIC acting on behalf of the City of Hudson.

C. The rate on interest for the charges shall be fixed by EIC acting on behalf of the City of Hudson at the time the Energize NY Finance Agreement is executed by the property owner and EIC.

D. The charge shall constitute a lien upon the real property benefitted by the Energize NY Benefit Financing Program as set forth in Article 5-L of the General Municipal Law and shall run with the land. A transferee of title to the benefitted real property shall be required to pay any future installments, including interest thereon.

§ 129-9. Verification and report

A. EIC shall be responsible for verifying and reporting to the City of Hudson on the installation and performance of Renewable Energy Systems and Energy Efficiency Improvements financed by such Program.

B. The City of Hudson shall verify and report on the installation and performance of Renewable Energy Systems and Energy Efficiency Improvements financed by the Energize NY Benefit Financing Program in such form and manner as the Authority may establish.

Section 6. Severability.

If any clause, sentence, paragraph, section or part of this Local Law shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined to its operation in said clause, sentence, paragraph, section or part of this Local Law.

Section 7. Effective Date.

This Local Law shall take effect immediately upon filing with the Secretary of State.

In reference to Proposed Local Law Introductory No. 7, **Alderman Garriga** said "I worked hard with this and I want to thank the Legal Committee as well for putting effort to revise this and also reaching out to Craig Haigh, from my understanding from the City Attorney, who also approves this, who will be enforcing this so thank you".

Alderman Volo stated that Legal Advisor Howard, Craig Haigh, Alderman Rosenthal and himself had "fine-toothed combed" the whole process and he said "the original law that was put through, the reason why we had decided, the Mayor vetoed it partly because of administrative issues because we found in fine-tooth combing the law and actually going through it, that there was some incorrect references to either city departments or laws or things like that so we amended it, we put it through, this is based upon other laws that the Legal Committee has based, but mostly on Saratoga Springs, that the Legal Committee has used and adopted". He said "not only did we change the references, but we also changed the fee structure as well as we took out the ten-thousand-dollar bond which was initially in there to hold for any sort of maintenance, those maintenance charges on any sort of properties which are currently vacant will now go to, just on the city tax rolls". Alderman Volo said "so people aren't confused about this, is that when the time actually starts, it involves Craig Haigh, the Code Enforcement to send out a remediation letter to say that the property is actually vacant and then once that property is not remediated within thirty days, the property is then determined to be vacant, has three hundred and sixty five days after that, one year after that and then the fees start kicking in".

On motion of **Alderman Lewis,** seconded by **Alderman Garriga,** the following proposed local law introduced by Alderman Volo, seconded by Alderman Halloran, was ordered laid on the aldermen's desks:

LOCAL LAW NO. INTRO NO. 7 OF 2018

A LOCAL LAW AMENDING THE CITY CODE TO ADD CHAPTER 91 PERTAINING TO VACANT BUILDINGS

SECTION 1. TITLE

This Local Law shall be known as Local Law No. ___ for the year of 2018.

SECTION 2. LEGISLATIVE FINDINGS

It is the finding of the Common Council that buildings which remain vacant, with access points boarded over, are unsightly, unsafe and have a negative effect on their surroundings. This is particularly troublesome in residential and neighborhood commercial neighborhoods. Unfortunately, many buildings, once boarded, remain that way for many years. The purpose of this article is to establish a program for identifying and registering vacant buildings; to determine the responsibilities of owners of vacant buildings and structures; and to speed the rehabilitation of the vacant properties. Buildings which become vacant due to foreclosure or that are vacant when foreclosed upon present additional problems. It is often more difficult to secure compliance with this chapter when the property is owned by a bank or mortgage company located in another jurisdiction. As the number of vacant properties increase, the maintenance of vacant buildings become even more critical.

SECTION 3. LEGISLATIVE INTENT

It is the intent of the Common Council to improve the health and welfare of the people of the City of Hudson by establishing a program for identifying and registering vacant buildings within the City's corporate limits.

SECTION 4. AMENDMENTS

Part II of the Hudson City Code is hereby *AMENDED* by adding the following Chapter:

Chapter 91 VACANT BUILDINGS

§ 91-1 Legislative findings and purpose.

It is the finding of the Common Council that buildings which remain vacant, with access points boarded over, are unsightly, unsafe and have a negative effect on their surroundings. This is particularly troublesome in residential and neighborhood commercial neighborhoods. Unfortunately, many buildings, once boarded, remain that way for many years. The purpose of this article is to establish a program for identifying and registering vacant buildings; to determine the responsibilities of owners of vacant buildings and structures; and to speed the rehabilitation of the vacant properties. Buildings which become vacant due to foreclosure or that are vacant when foreclosed upon present additional problems. It is often more difficult to secure compliance with this chapter when the property is owned by a bank or mortgage company located in another jurisdiction. As the number of vacant properties increase, the maintenance of vacant buildings become even more critical.

§ 91-2 Definitions.

Unless otherwise expressly stated, the following terms shall, for the purpose of this article, have the meanings indicated in this section:

ENFORCEMENT OFFICER
A duly authorized representative of the Code Enforcement Office.

OWNER
Those shown to be the owner or owners on the records of the City of Hudson Assessor, those identified as the owner or owners on a vacant building registration form, a mortgagee in possession, a mortgagor in possession, assignee of rents, receiver, executor, trustee, lessee, other person, firm or corporation in control of the premises. Any such person shall have a joint and several obligation for compliance with the provisions of this article.

SECURED BY OTHER THAN NORMAL MEANS
A building secured by means other than those used in the design of the building.

UNOCCUPIED
A building which is not being used for an occupancy authorized by the owner, the Hudson City Code, and all applicable building codes.

UNSECURED
A building or portion of a building which is open to entry by authorized persons without the use of tools or ladders.

VACANT BUILDING
A building or portion of a building which is:

A. Unoccupied and unsecured;
B. Unoccupied and secured by other than normal means;
C. Unoccupied and an unsafe building as determined by the Code Enforcement Officer;
D. Unoccupied and has multiple housing or building code violations;
E. Illegally occupied;

§ 91-3 Vacant building registration.

A. The owner shall register with the Code Enforcement Officer not later than 30 days after any building in the City becomes a vacant building or not later than 30 days after being notified by the Code Enforcement Officer of the requirements to register. The Code Enforcement Officer may identify vacant buildings through its routine inspection process as well as through notification by residents, neighborhood associations and other community groups that a building may be eligible for inclusion on the registry.

B. The registration shall be submitted on forms provided by the Code Enforcement Officer and shall include the following information supplied by the owner:

(1) A description of the premises.
(2) The names, addresses, copy of driver's license, social security number, and telephone number of the owner or owners.
(3) If the owner does not reside in Columbia County or any adjoining county, the name, address, copy of driver's license, social security number, and telephone number of any third party with whom the owner has entered into a contract or agreement for property management.
(4) The names and addresses of all known lienholders and all other parties with an ownership interest in the building.
(5) A telephone number where a responsible party can be reached at all times during business and nonbusiness hours.
(6) A vacant building plan as described in Subsection C.
(7) Incomplete registration forms will not be accepted, and if the lack of compliance results in non-registration of the building, the owner can be prosecuted under §93-12.

C. The owner shall submit a vacant building plan which must meet the approval of the Enforcement Officer. The plan, at a minimum, must contain information from one of the following three choices for the property:

(1) If the building is to be demolished, a demolition plan, indicating the proposed time frame for demolition and the proposed time frame for any necessary permitting through the City.
(2) If the building is to remain vacant, a plan for the securing of the building, along with the procedure that will be used to monitor and maintain the property in accordance with all applicable building codes, and a statement of the reasons why the building will be left vacant.
(3) If the building is to be returned to appropriate occupancy or use, a rehabilitation plan for the property. The rehabilitation plan shall not exceed 365 days, unless the Enforcement Officer grants an extension upon receipt of a written statement from the owner detailing the reasons for the extension. If no building permit has been applied for within the 365 days, the Enforcement Officer will send written notification to the owner of the lack of compliance with §91-3C. The owner will be required to file an extension with a revised rehabilitation plan and reasons for noncompliance. Failure to respond may result in the imposition of the penalties set forth in §91-6. Any repairs, improvements or alterations to the property must comply with any applicable zoning, housing, historic preservation or building codes.

D. All applicable laws and codes shall be complied with by the owner. The owner shall notify the Code Enforcement Officer of any changes in information supplied as part of the vacant building registration within 30 days of the change. If the plan or timetable for the vacant building is revised in any way, the revisions must be in writing and must meet the approval of the Enforcement Officer.

E. The owner and subsequent owners shall keep the building secured and safe and the building and ground properly maintained and monitored in accordance with all applicable building codes.

F. Failure of the owner or any subsequent owners to maintain the building and premises that results in remedial action taken by the City shall be grounds for revocation of the approved plan and shall be subject to any applicable penalties provided by law.

G. The new owners shall register or re-register the vacant building with the Enforcement Officer within 30 days of any transfer of an ownership interest in a vacant building. The new owners shall comply with the approved plan and timetable submitted by the previous owner until any proposed changes are submitted and meet the approval of the Enforcement Officer.

H. Vacant building fees.

(1) The owner of a vacant building shall pay an annual fee as set forth in Subsection H(2) for the period the building remains a vacant building. The fee shall be reasonably related to the administrative costs for registering and processing the vacant building owner registration form and for the costs of the City in monitoring and inspecting the vacant building site. Vacant building registration fees will not be accepted until an application is complete.

(2) The first-year annual fee shall be $1,000 and shall be paid no later than 30 days after the building becomes vacant. If the fee is not paid within 30 days of being due, the owner shall be subject to prosecution as prescribed in §91-6. If a plan is extended beyond 365 days, subsequent annual fees shall be paid as follows:

(a) For the second year that the building remains vacant: $2,000;
(b) For the third year that the building remains vacant: $3,000;
(c) For the fourth year that the building remains vacant: $4,000;
(d) For the fifth, and each succeeding year that the building remains vacant; $5,000.

(3) The fee shall be paid in full prior to the issuance of any building permit or demolition permit. The fee shall be prorated, and a refund may be issued if the building is no longer deemed vacant under the provisions of this article within 180 days of its registry.

(4) All delinquent fees shall be paid by the owner prior to any transfer of an ownership interest in any vacant building. If the fees are not paid prior to any transfer, the new owner shall pay the annual fee no later than 30 days after the transfer of ownership, and subsequent annual fees shall be due on the new anniversary date.

(5) Notwithstanding the foregoing, all costs and expenses, including reasonable legal fees, incurred by the City in connection with inspecting, securing, maintaining and/or removing a vacant building, shall be assessed against the land on which the building is located. If the owner shall fail to pay the costs and expenses incurred by the City within 10 days after being notified of the costs thereof by registered mail, the Code enforcement Officer shall file, immediately preceding the time for making the annual assessment roll, a certificate of such actual cost and expense with a statement as to the property upon which such cost and expense were incurred and the building which was removed or repaired, as the case may be, with the City Assessor, who shall, in the preparation of the next assessment roll of the general City taxes, assess such amount upon such property, and the same shall be levied, collected and enforced in the same manner, by the same proceeding, at the same time, under the same penalties and shall have the same lien upon the property assessed, as the general City tax and as a part thereof.

J. The Enforcement Officer shall include in the file any property-specific engineering reports, written statements from community organizations, other interested parties or citizens regarding the condition, history, problems, status or blighting influence of a vacant building.

K. The purchaser/buyer of any vacant building within the City of Hudson shall, at the time of closing, file a new and complete vacant building registration form. The purchaser shall also pay to the City of Hudson, at the time of closing, the fees associated with registering such vacant building.

L. The seller of any vacant building within the City of Hudson shall at the time of closing, pay any and all past due vacant building registration fees associated with said building that is being sold.

M. No building shall be removed from the vacant building registry until such time as it is occupied on an ongoing basis consistent with the customary and usual usage for such property.

§91-4 **Exemptions.**

A building which has suffered fire damage or damage caused by extreme weather conditions shall be exempt from the registration requirement for a period of 90 days after the date of the fire or extreme weather event if the property owner submits a request for exemption in writing to the Code Enforcement Officer. This request shall include the following information supplied by the owner:

A. A description of the premises.
B. The names and addresses of the owner or owners.
C. A statement of intent to repair and reoccupy the building in an expedient manner, or the intent to demolish the building.

§91-4 **Inspections.**

The Code Enforcement Office shall inspect any premises in the City for the purpose of enforcing and assuring compliance with the provisions of this article. Upon the request of the Enforcement Officer, an owner may provide access to all interior portions of an unoccupied building in order to permit a complete inspection. Nothing contained herein, however, shall diminish the owner's right to insist upon the procurement of a search warrant from a court of competent jurisdiction by the enforcement officer or his or her designee in order to enable such inspection, and the Enforcement Officer shall be required to obtain a search warrant whenever an owner refuses to permit a warrantless inspection of the premises after having been advised of his or her constitutional right to refuse entry without same.

§91-5 **Annual reports.**

The Code Enforcement Office shall submit an annual report, not later than April 15 of each year, to the Mayor and Common Council listing all buildings in the City declared vacant under the provisions of this article, the date upon which they were declared vacant and whether a vacant building registration and vacant building plan has been filed for the building. The report shall additionally include a list of all previously declared vacant buildings, which are no longer subject to the provisions of this article.

§91-6 **Penalties for offenses.**

Any person violating any provision of the Vacant Building Registry or providing false information to the Enforcement Officer shall be subject to a fine of not more than $1,000 per day of violation or imprisonment not exceeding one year, or both such fine and imprisonment.

A. The term "person," as used in the section, shall include the owner, occupant, mortgagee or vendee in possession, assignee of rents, receiver, executor, trustee, lessee, agent or any other person, firm, or corporation directly or indirectly in control of the building or part thereof.

B. Each day of violation shall be deemed to constitute a separate offense.

SECTION 5. STATEMENT OF AUTHORITY

This local law is authorized by Article 3, section 28-a, of the New York General City Law, Article 2, subsections 1 and 2 section 10 of the New York Municipal Home Rule Law, and Chapter 1, section 1-7 of the Hudson City Code.

SECTION 6. SEVERABILITY

The provisions of this local law are severable. If any provision of this local law is found invalid, such finding shall not affect the validity of this local law as a whole or any part of provision hereof other than the provision so found to be invalid.

SECTION 7. EFFECTIVE DATE

This local law shall take effect immediately upon its filing in the office of the Secretary of State in accordance with Section 27 of the Municipal Home Rule Law.

President DePietro questioned if the council members had "old business" to discuss.

Alderman Garriga stated the previous Common Council approved a resolution in support of a Bill on Prosecutorial Misconduct and she said "yesterday Governor Cuomo signed the Bill so we are extremely proud and Hudson is the first City to pass that resolution in support and after that follows Syracuse, Yonkers and Albany".

New Business.

Alderman Volo stated he and Peter Jung would meet with the trustees of Oakwood Cemetery in Troy the following day to discuss the steps they had taken to "turn their cemetery around". He said "as we found out in the Finance Meeting and you can look at it with OpenGov, the website online, you'll notice that the cemetery fund's a totally separate account, there's money that goes into that fund that are actually cost the city quite a substantial amount of money every year just to maintain" and he said "we're going to be doing some research with other cemeteries here in the area to find out how they have dealt with similar problems". Alderman Volo said "ultimately what I see happening is that some sort of maybe Friends of the Cemetery sort of group that can somehow happen to come about to help either to raise money or you know think about other, how to get, how to use the marketing slogan campaign which I've been wanting to use, is How to Get Our Cemetery Out of the Hole, Help the Cemetery Get Us Out of the Hole".

President DePietro said "enlight of that, not only is Peter Jung in effect joining a sub-committee but Peter Spear will be joining the Department of Public Works sub-committee on, with his complete street project, a third citizen volunteer we've had this year so far, you know I know I remember asking you in the beginning of the year if anyone wanted to join a committee, you're welcomed to, of course you can't vote because you're not elected and of course Mark Morgan-Perez's here tonight, was the first to step up". He said "you're always invited, if you have a burning issue that you're concerned with and you know the committee that deals with it, please volunteer".

Alderman Bujan stated there had been a demonstration at the Finance Committee meeting on the OpenGov interactive budget program available on the city website and he said "not only does Heather and her folks put the budget together on a monthly basis which is a line item budget but there's actually an interactive budget that's all done by graphs so the Finance Committee got an overview of that, we're going to work with Heather and go and this Fall put some programs together at the Library and at some other areas so that you

know citizens can see how the budget is, how transparent it is, you can see the revenue coming in, you can see the expenditures going out, you can really click down into quite good detail as to where money's being spent and you know as we go through the budget for 2019 that's coming up and everything else that's going on, so stay tuned for that".

Alderman Merante, in terms of the venue change for meetings, to be in compliant with the Americans' with Disabilities Act, he said "I think, since I took office, since working with the Mayor and this Council the doors been open more, is there work to do, absolutely". He said "this Council passed a Think Different resolution which is, I think, a great thing, Oakdale which was not, the bathrooms are not handicapped accessible, the Youth Department installed handicapped accessible port-o-potties" and he said "I know, right now, and I know the Mayor's been working on handicapped parking for the Senior Center which hasn't been there so that door is being opened, wider, it should be opened wider, I think an ADA Coordinator would be ideal because accessibility is not always about a ramp, and I don't want that mis-conception to be out there, that having a ramp the accessibility is done because accessibility also means those who are deaf, those who are blind and other needs, so when you open that door to accessibility, you have to think about everything". Alderman Merante said "as a recommendation, I think, moving forward in the short term, I think there should be a policy put on the website by the Council in terms of what is the process in terms of re-locating meetings for committees, who is responsible, so somebody who wants to go to a meeting knows who to contact to go to a meeting and those council members need to ask the right questions, what do you need, do you need a bathroom, what's your accommodations that you need and make sure that there's a timeframe, you know two to three weeks because notice probably needs to be made".

President DePietro said "I'm pretty sure that the Library and the Firehouse are completely ADA accessible and so far, I've managed to engage the Library for our future Informal Meetings, they may be able to accommodate our Formal Meetings as well up until December" and he said "I can't lock them in for next year yet but we'll see".

Alderman Volo asked "how would we go about making things more accessible like for people who are blind or deaf"?

Alderman Merante said "asking questions" and he said "ideally somebody, an ADA Coordinator would be perfect because they know the questions to ask but what is your need because everybody's need is different". He said "somebody who is deaf, do you need a TTY, do you need a stenographer, do you require sign language" and he said "these are questions that you know, when engaged that should be asked, so it's all about preference in terms of the individual and their needs".

Alderman Garriga said "that is wonderful that this Council will take these steps finally to make City Hall ADA compliant for all our meetings" and she said "the best way to find out what the people need you know, don't wait until elections, knock on, talk to your constituents, that's the simple way, if you have a great connection with your constituents you know what they need and how to be accommodated and I know for the

people in particularly in Providence Hall, they need a ramp, I don't care if it's in the park or City Hall".

Don Moore of East Allen Street said "I wanted to express considerable appreciation to Heather and to the Finance Committee and to the Council for the Fund Balance Policy" and he said "for anyone who's concerned with professionalizing this government and about transparency, this policy and setting standards for what a Fund Balance should be, Fund Balances, this is really, it's a huge advance and you are much to be complimented for having achieved it, I know how hard and how long you've worked on it, it's really quite an achievement". Mr. Moore asked "I was just curious if you had inquired in terms of meetings, of the courts building" and he said "when we put that together, one of the discussions we had was with the Office of Courts Administration was using that court room for meetings in the evenings".

Ed Cross of Robinson Street said "I was at the DPW meeting last week, we need a crosswalk, crosswalks between Second and Third and State" and he said "it's unsafe to walk across there right now".

Linda Mussmann, Supervisor of the Fourth Ward said "I just want to thank the Council for supporting the John L. Edwards resolution, the County's been waiting for you to do this, so now we can proceed with some planning to make something happen" and she said "there's a lot of what-ifs but there's also shared services that we're rewarded for doing, there's also opportunities that I think we probably don't have any idea how many great things could happen and moving forward, I'm on that committee so, thank you very much".

On motion of **Alderman Johnson,** seconded by **Alderman Sarowar,** the meeting was adjourned.

City Clerk