

TOWN OF WEST SENECA



JACQUELINE A. FELSER  
TOWN CLERK

RECEIVER OF TAXES  
REGISTRAR OF VITAL STATISTICS  
NOTARY PUBLIC  
RECORDS MANAGEMENT OFFICER

TOWN SUPERVISOR  
SHEILA M. MEEGAN

TOWN COUNCIL  
EUGENE P. HART  
JOHN M. RUSINSKI

To: West Seneca Town Board

From: Jacqueline A Felser, Town Clerk

Date: September 20, 2012

Re: Credit card agreement

Honorable Board Members:

Kindly approve the attached agreement with Municipay for the processing of credit card payments in the Town Clerk's Office, noting that said agreement has been reviewed by Town Attorney Shawn Martin.

SEP 24 2012  
13.

# MERCHANT APPLICATION



New  Ownership Change  Tax ID Change  Add'l Loc/MID #

DBA Name <b>West Seneca Town Clerk's Office</b>				Legal Name <b>West Seneca Town Clerk's Office</b>			
Location Address <b>1250 Union Road</b>				Mailing Address <b>1250 Union Road</b>			
City <b>West Seneca</b>		State <b>NY</b>	Zip <b>14224</b>	Mailing City <b>West Seneca</b>		State <b>NY</b>	Zip <b>14224</b>
Fed Tax ID # <b>16-6002404</b>	Location Phone # <b>716-558-3215</b>	Primary Contact Name <b>Jacqueline Felser</b>		Fax # <b>716-558-2250</b>	Web Address <b>www.westseneca.net</b>	Population <b>44,711</b>	
Alternate Contact Name <b>Mary O'Connell</b>		Alternate Contact # <b>716-558-3216</b>		Primary Email Address (required) for Reporting, Statements, and Notifications <b>jfelser@twsny.org</b>			

Ownership Type:  Sole Proprietor  Partnership  Corporation  Non-Profit (501c doc req)  LLC  
 Failure to submit a W9 tax form with accurate information will result in a \$50 penalty per tax year as well as a 28% withholding per IRS regulations. For more information on T.D. 9496 Merchant Reporting, please visit [www.IRS.gov](http://www.IRS.gov).

<b>(AMOUNTS BELOW MUST EQUAL 100%)</b>		Date Business Started <b>1852</b>	Prior Bankruptcy? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
CARD SWIPE (mag stripe) W/SIGNATURE	<b>90</b> %	Currently accept credit cards at this location or other business? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
CARD PRESENT / KEY ENTERED W/SIGNATURE & IMPRINT	_____ %	*Seasonal? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> *\$25 seasonal shutdown fee applies	
MAIL/TELEPHONE SALES (MOTO/IO ADDENDUM REQUIRED)	_____ %	Are customers req'd to pay deposits? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> What % of sales? _____	
INTERNET/E-COMM SALES (MOTO/IO ADDENDUM REQUIRED)	<b>10</b> %	# days product/service shipped/complete? (from time credit card is charged):	
Describe Products / Service in Detail - use cover sheet if more space is needed		<input type="checkbox"/> 0-2 days <input type="checkbox"/> 3-15 days <input type="checkbox"/> >30 days <input type="checkbox"/> 16-30 days	
license fees & taxes		*Annual Volume: \$ _____ *Average Ticket: \$ _____ *High Ticket: \$ _____	
Refund Policy: <input type="checkbox"/> All Sales Final <input type="checkbox"/> _____ # of days <input type="checkbox"/> Exchange Only		Describe High Ticket in Detail _____	

**\*\*NOTE: Signer certifies that the average/high ticket, annual volume & business profile indicated is accurate. Signer further agrees that any transactions and/or volume that exceeds the amounts indicated above OR any significant profile or financial changes may result in delayed and/or withheld settlement of funds. Notifying NPS in advance will help avoid such delays.**

**OWNER OR OFFICER INFORMATION (combined equity must equal 50% or higher) - ALL FIELDS ARE REQUIRED**

1 (First Name) <b>Jacqueline</b>	(Last Name) <b>Felser</b>	(SS#) <b>N/A</b>	(DOB) <b>N/A</b>	(Home Phone #) <b>N/A</b>	(Equity %) <b>N/A</b>
(Home Address / No P.O. Box) <b>N/A</b>		(City) <b>West Seneca</b>	(State) <b>N/A</b>	(Zip) <b>N/A</b>	
2 (First Name) <b>Mary</b>	(Last Name) <b>O'Connell</b>	(SS#)	(DOB)	(Home Phone #)	(Equity %)
(Home Address / No P.O. Box)		(City)	(State)	(Zip)	

MEMBER BANK INFORMATION: Deutsche Bank AG, New York Branch, 60 Wall Street, 36th Floor, New York, New York 10005 +49 221 99577 777 support.deucs.db.com

<p><b>IMPORTANT MEMBER BANK RESPONSIBILITIES</b></p> <ol style="list-style-type: none"> <li>A Visa Member is the only entity approved to extend acceptance of Visa products directly to a merchant.</li> <li>A Visa Member must be a principal (signer) to the Merchant Agreement.</li> <li>The Visa Member is responsible for educating Merchants on pertinent Visa Operating Regulations with which merchants must comply.</li> <li>The Visa Member is responsible for and must provide settlement funds to the merchant.</li> <li>The Visa Member is responsible for all funds held in reserve that are derived from the settlement.</li> </ol>	<p><b>IMPORTANT MERCHANT RESPONSIBILITIES</b></p> <ol style="list-style-type: none"> <li>Merchant must ensure compliance with cardholder data security and storage requirements.</li> <li>Merchant must maintain fraud and chargebacks below thresholds.</li> <li>Merchant must review and understand the terms of the Merchant Agreement.</li> <li>Merchant must comply with Visa Operating Regulations.</li> </ol> <p>The responsibilities listed above do not supersede terms of the Merchant Agreement and are provided to ensure the merchant understands these specific responsibilities.</p>
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**Cardholder Storage Compliance and Service Provider**

\*\*\*\* Payment Card Industry Data Security Standards ("PCI DSS") and card association rules prohibit storage of track data under any circumstances. If you or your Point of Sale ("POS") system pass, transmit, store or receive full cardholder's data, then the POS software must be Payment Application Data Security Standard ("PA DSS") compliant or you (merchant) must validate PCI DSS compliance (see #1(b) below and questions #3 and #4 must be completed). If you use a payment gateway, they must be PCI DSS compliant. \*\*\*\*

#1. Have you ever experienced an Account Data Compromise ("ADC")?  Yes  No If yes, please provide the date of compromise: \_\_\_\_\_

a) Have you validated PCI DSS Compliance?  Yes  No If yes, go to 1.(b); if no, go to #2

b) Date of compliance, Report on Compliance ("ROC") or Self Assessment Questionnaire ("SAQ"): **N/A**

c) What is the name of your Qualified Security Assessor ("QSA")? **N/A** or SAQ (circle or check one):  A,  B,  C, or  D

d) Date of last scan: \_\_\_\_\_ Approved Scanning Vendor's Name: **N/A**

#2. Are you using a "dial-up" terminal or Touch Tone Capture ("TTC")? Yes  No

#3. Do you or your Service Provider(s) receive, pass, transmit, or store the Full Cardholder Number ("FCN"), electronically?  Yes  No a) if yes, where is card data stored?  
 Merchant's Location Only  Primary Service Provider  Other Service Provider: \_\_\_\_\_ Merchant's Headquarters/Corp office only Both Merchant and Service Provider(s) All Apply

#4. What Primary Service Provider/Software Developer did you purchase your POS Application from (i.e., software, gateway)? **MunicipiPAY**

a) What is the name of the Service Provider/Software Developer's application? **MunicipiPAY** Software Version #: \_\_\_\_\_

b) Do your transactions process through any other Service Provider (i.e., web hosting companies, gateways, corporate office)? Yes  No  c) If yes, name other Service Provider: \_\_\_\_\_

**MERCHANT SITE SURVEY REPORT (to be completed by Sales Professional):** Area Zoned:  Commercial  Industrial  Residential

Merchant Location:  Retail Storefront  Office Building  Residence  Other: \_\_\_\_\_ The Merchant:  Owns  Leases the location

Landlord Name & contact number: \_\_\_\_\_ Is inventory/merchandise amount consistent with this type of business?  Y  N

**By signing below, I hereby confirm that the information on this application is true and correct as the merchant applicant has described and that I have verified the identity of the business, its owners and the signer(s) of this application. I further confirm that I have physically inspected the business premises at the location address stated above.**

\_\_\_\_\_  
 (Sales Professional Name and ID #)      (Strategic Partner/Affiliate ID #)      x      (Sales Professional Signature)      (Date)

**BILLING & PRICING INFORMATION - SCHEDULE OF CONVENIENCE FEES**

<input type="checkbox"/> Over-the-Counter, Phone, Mail		<input type="checkbox"/> Ecommerce Transactions		APPLICABLE FEES			
Visa/MasterCard/Discover Transactions	2.45%	Visa/MasterCard/Discover Transactions	2.45%	Initial MuniPAY Set Up Fee	\$0	NSF Fee	\$35
American Express Transactions	2.45%	American Express Transactions	2.45%	Monthly Software/Gateway Fee (per month per Master MID)	\$0	Retrieval Fee	\$10
Visa Signature Debit Tax Transactions	\$3.95	<input type="checkbox"/> Echeck Transactions	\$1.50 per check	All Convenience Fee Transactions have a \$1.50 minimum transaction charge		Chargeback Fee	\$15

**MuniPAY Agreement**

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

**1. PCI-DSS Security.** Both MuniPAY and Nationwide Payment Solutions meet or exceed all PCI DSS guidelines and requirements for the storage and transmission of cardholder data. NPS is a certified Level 1 PCI DSS service provider. GE agrees not to store any sensitive credit card data.

**2. Optional Cardholder Convenience Fee Program.** GE understands that NPS has authorized GE to accept credit cards. In order to waive processing fees for GE, NPS is required to charge a Convenience Fee to the cardholder at the time of transaction. GE agrees to meet all the requirements established by the Card Associations in order to allow a Convenience Fee to be charged. NPS may deny/decline transactions that do not qualify for a Convenience Fee per the rules and regulations of the Card Associations. NPS agrees to offer cardholders competitive Convenience Fees based upon the annual processing activity generated from each GE. NPS reserves the right to modify the amount of this Convenience Fee depending upon the costs which NPS incurs to process such transactions, industry trends and/or card association rules. In the event of a change, NPS shall provide Municipality with 30 days notice of such change.

**3. Disclosure & Opt Out of Convenience Fee.** GE understands that a cardholder has a right to opt out of a Convenience Fee transaction at the time of sale. GE agrees to disclose to the cardholder(s) the amount of the calculated Convenience Fee at the time of transaction (MuniPAY will automatically calculate fee) and give the option for the cardholder to cancel the payment and accept another form of payment (cash, checks etc.).

**4. Transaction Receipt(s) - Mail/Telephone/Internet Transactions**

**4a. Face to Face Transactions:** GE understands cardholders will be required to sign separately for the NPS Convenience Fee and the transaction amount(s) due to GE. GE agrees to maintain a copy of transaction receipts for a minimum of 18 months per the Card Association regulations. GE further agrees to provide NPS a timely copy of such receipt(s) in the event it is requested.

**4b. Phone Transactions:** GE understands that each transaction which is processed over the telephone shall require GE to disclose the Third Party Convenience fee being assessed for the completion of the transaction prior to charging the cardholder's credit card. The Cardholder has the right to opt out of the transaction, per the Card Association rules regarding Convenience Fees. GE agrees to print a receipt for phone order transactions and to write in *Phone Order* on the signature line for both the NPS convenience fee and GE transaction(s).

**4c. Internet Transactions:** MuniPAY's secure e-commerce interface shall disclose to the Cardholder any Third Party Convenience fees being assessed prior to charging the Cardholder's credit card. Such disclosure shall give the cardholder the right to "Opt-out" of the transaction per card association rules. NPS shall automatically initiate an email receipt to the Cardholder for each completed transaction.

**5. Internet Sale Items/Default Pricing**

GE understands that by using the MuniPAY e-commerce processing solution, it has authorized NPS to post any set default pricing and payment items as indicated by the GE. GE agrees that it is the responsibility of the GE to notify the MuniPAY Support Center of any changes to default pricing and/or payment items displayed.

**6. Card Holder Disputes/Convenience Fee Indemnification.** GE agrees that any disputes between GE and a Cardholder relating to a transaction funded directly to the GE shall be settled between GE and the Cardholder directly. NPS shall assist GE in settling these disputes. GE understands that such disputes can result in a cardholder issued "chargeback" to GE based on Card Association rules and regulations. Chargeback(s) can be avoided by settling disputes with the Cardholder directly or issuing a refunded transaction. NPS will provide details of such "chargeback(s)" including Cardholder name and transaction details. Such chargeback disputes may require GE to provide a copy of the signed credit card receipt. GE will hold no liability nor be debited any chargeback for a Convenience Fee amount.

**7. Equipment Use Provision.** At NPS' sole discretion, NPS may provide GE the use of certain hardware related to the use of MuniPAY. GE further agrees that any and all hardware provided by NPS shall remain the property of NPS. GE agrees to return all hardware to NPS no later than 30 days from end of service. Failure to return such hardware shall result in GE being assessed a fee for the value of each piece of hardware provided.

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

Signature: *Jacqueline A Felser*  
 Title: *Town Clerk*

Print Name: *Jacqueline A Felser*  
 Date: *9/20/2012*

**ACKNOWLEDGEMENT & AGREEMENT (required)**

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

*Jacqueline A Felser* *Town Clerk* *9/20/2012*  
 (Signature # 1) (Title) (Date)

\_\_\_\_\_  
 (Signature # 2) (Date)