



City of Newburgh
Council Meeting Agenda
Sesion General del Consejo
July 13, 2026
7:00 PM

Mayor / Alcaldesa

1. Moment of Silence / Momento de Silencio
2. Pledge of Allegiance / Juramento a la Alianza

City Clerk / Secretaria de la Ciudad

3. Roll Call / Lista de Asistencia

Communications / Comunicaciones

4. Approval of the minutes from the City Council meeting of May 26, 2026 /
Aprovacion del Acta de la Reunion General del Consejo del 26 de mayo
de 2026
5. Approval of the minutes from the City Council meeting of June 8, 2026 /
Aprovacion del Acta de la Reunion General del Consejo del 8 de junio
de 2026
6. City Manager Update / Gerente de la Ciudad Pone al Dia a la Audiencia
de los Planes de Cada Departamento

Presentations / Presentaciones

Comments from the public regarding agenda and general matters of City
Business / Comentarios del público con respecto a la agenda y sobre asuntos
generales de la Ciudad.

Comments from the Council regarding the agenda and general matters of City
Business / Comentarios del Consejo con respecto a la agenda y sobre asuntos
generales de la Ciudad

City Manager's Report / Informe del Gerente de la Ciudad

7. Resolution No. 134 - 2026 - Creation of budget line A.1121.0103
(Overtime) City Court

Resolution amending Resolution No: 252-2025, The 2026 Budget for the
City of Newburgh, New York to create a new budget line entitled
Broadway School-Courthouse – Overtime and to transfer \$15,000 from
Broadway School-Courthouse – Other Services to Broadway School-
Courthouse – Overtime

Resolución que enmienda la Resolución Núm. 252-2025, correspondiente al Presupuesto 2026 de la Ciudad de Newburgh, Nueva York, para crear una nueva partida presupuestaria denominada Broadway School-Courthouse – Tiempo Extra y transferir \$15,000 de la partida Broadway School-Courthouse – Otros Servicios a la partida Broadway School-Courthouse – Tiempo Extra

8. Resolution No. 135 - 2026 - Lead Service Line Replacement Grant Award DWSRF No. 19605

Resolution authorizing the City Manager to accept a Federal Fiscal Year 2025 Infrastructure Investment and Jobs Act Lead Service Line Replacement grant award not to exceed \$1,923,942 and interest-free financing not to exceed \$2,711,458 through the Drinking Water State Revolving Fund from the New York State Department of Health and Environmental Facilities Corporation

Resolución que autoriza al Gerente de la Ciudad a aceptar una subvención correspondiente al Año Fiscal Federal 2025, otorgada en virtud de la Ley de Inversión en Infraestructura y Empleos, para el reemplazo de líneas de servicio de plomo, por un monto que no exceda de \$1,923,942, así como un financiamiento sin intereses por un monto que no exceda de \$2,711,458 a través del Fondo Rotatorio Estatal para Agua Potable, administrado por el Departamento de Salud del Estado de Nueva York y la Corporación de Instalaciones Ambientales del Estado de Nueva York

9. Resolution No. 136 - 2026 - 2026 NYSEFC Wastewater Infrastructure Engineering Planning Grant Application

Resolution of the City Council authorizing the submission of a New York State Consolidated Funding Application and to accept if awarded a grant from the New York State Environmental Facilities Corporation Wastewater Infrastructure Engineering Planning Grant Program in the amount of \$50,000.00 with a 20% match for a Biosolids Feasibility Study for the Wastewater Treatment Plant

Resolución del Consejo de la Ciudad que autoriza la presentación de una Solicitud Consolidada de Financiamiento del Estado de Nueva York y la aceptación, en caso de ser otorgada, de una subvención del Programa de Subvenciones para la Planificación de Ingeniería de Infraestructura de Aguas Residuales de la Corporación de Instalaciones Ambientales del Estado de Nueva York, por un monto de \$50,000.00, con una aportación municipal del 20%, para un Estudio de Factibilidad de Biosólidos para la Planta de Tratamiento de Aguas Residuales

10. Resolution No. 137 - 2026 - 2026 CFA WQIP Grant Application South Interceptor Improvements Project

Resolution authorizing the City Manager to apply for and accept if awarded a New York State Department of Environmental Conservation Water Quality Improvement Project Grant not to exceed \$10,000,000.00 with a 25% match for the construction of the long term Control Plan Phase V South Interceptor Sewer Improvements Project

Resolución que autoriza al Gerente de la Ciudad a solicitar y aceptar, en caso de ser otorgada, una subvención del Programa de Mejora de la Calidad del Agua del Departamento de Conservación Ambiental del Estado de Nueva York, por un monto que no exceda de \$10,000,000.00, con una aportación municipal del 25%, para la construcción del Proyecto de Mejoras del Alcantarillado del Interceptor Sur, Fase V del Plan de Control a Largo Plazo

11. Resolution No. 138 - 2026 - 2026 NYSEFC WIIA Grant Application South Interceptor Improvements Project

Resolution authorizing the City Manager to apply for and accept if awarded a New York State Environmental Facilities Corporation Water Infrastructure Improvement Program grant not to exceed \$3,900,000.00 with a 25% match for the design and construction of the Long Term Control Plan Phase V South Interceptor Sewer Improvements Project

Resolución que autoriza al Gerente de la Ciudad a solicitar y aceptar, en caso de ser otorgada, una subvención del Programa de Mejora de Infraestructura de Agua de la Corporación de Instalaciones Ambientales del Estado de Nueva York, por un monto que no exceda de \$3,900,000.00, con una aportación municipal del 25%, para el diseño y construcción del Proyecto de Mejoras del Alcantarillado del Interceptor Sur, Fase V del Plan de Control a Largo Plazo

12. Resolution No. 139 - 2026 - 2026 NYSEFC WIIA Grant Application West Trunk Sewer - Contract No. 3

Resolution authorizing the City Manager to apply for and accept if awarded a New York State Environmental Facilities Corporation Water Infrastructure Improvement Program grant not to exceed \$4,400,000.00 with a 25% match for the design and construction of the West Trunk Sewer Rehabilitation Contract No. 3 Project

Resolución que autoriza al Gerente de la Ciudad a solicitar y aceptar, en caso de ser otorgada, una subvención del Programa de Mejora de Infraestructura de Agua de la Corporación de Instalaciones Ambientales del Estado de Nueva York, por un monto que no exceda de \$4,400,000.00, con una aportación municipal del 25%, para el diseño y construcción del Proyecto de Rehabilitación del Colector Principal Oeste, Contrato No. 3

13. Resolution No. 140 - 2026 - Quest Proposal for Asbestos Testing at Recreation Department

A resolution authorizing the City Manager to accept a proposal and execute an agreement with Quality Environmental Solutions & Technologies, Inc. (QUES&T) for a limited asbestos bulk sampling survey for the Recreation Department Quonset Huts at a cost of \$923.00

Resolución que autoriza al Gerente de la Ciudad a aceptar una propuesta y ejecutar un acuerdo con Quality Environmental Solutions & Technologies, Inc. (QUES&T) para un estudio limitado de muestreo de materiales a granel con asbesto en las cabañas tipo Quonset del Departamento de Recreación, por un costo de \$923.00

14. Resolution No. 141 - 2026 - Donations - City Annual Events 2026

A resolution authorizing the City Manager to accept donations in support of the City of Newburgh's annual events for 2026

Resolución que autoriza al Gerente de la Ciudad a aceptar donaciones en apoyo de los eventos anuales de la Ciudad de Newburgh para 2026

15. Resolution No. 142 - 2026 - Installing a Firewall and Integrating the Swimming Pool into the New SD-WAN Network Topology

Resolution authorizing the City Manager to execute a service order with Zayo to install a firewall and integrate the Aquatic Center into the City's wide area network at a total cost of \$1,202.00

Resolución que autoriza al Gerente de la Ciudad a ejecutar una orden de servicio con Zayo para instalar un firewall e integrar el Centro Acuático a la red de área amplia de la Ciudad, por un costo total de \$1,202.00

16. Resolution No. 143 - 2026 - Proposal with Ryan Biggs Clark Davis for Phase II Concrete Evaluation at the Drinking Water Filtration Plant

Resolution accepting a proposal and authorizing the City Manager to execute a contract with Ryan Biggs Clark Davis Engineering & Surveying, D.P.C. for professional engineering services for a phase II concrete condition assessment at the Water Filtration Plant in the amount of \$14,500.00

Resolución que acepta una propuesta y autoriza al Gerente de la Ciudad a ejecutar un contrato con Ryan Biggs Clark Davis Engineering & Surveying, D.P.C. para servicios profesionales de ingeniería para una evaluación de condiciones del concreto (Fase II) en la Planta de

Filtración de Agua, por un monto de \$14,500.00

17. Resolution No. 144 - 2026 - Personnel Book amendment to add the position of Bilingual Account Clerk

A resolution amending the 2026 Personnel Analysis Book to add one Bilingual Account Clerk position in the Water Division

Resolución que enmienda el Libro de Análisis de Personal 2026 para añadir un puesto de Auxiliar Contable Bilingüe en la División de Agua

18. Resolution No. 145 - 2026 - Sale of 60 Hasbrouck to Ramon Garcia for \$50,000

Resolution to authorize the conveyance of real property known as 60 Hasbrouck Street (Section 38, Block 3, Lot 56) at private sale to Ramon Garcia for the amount of \$50,000.00

Resolución que autoriza la enajenación de la propiedad inmueble conocida como 60 Hasbrouck Street (Sección 38, Bloque 3, Lote 56) mediante venta privada a favor de Ramón García por la cantidad de \$50,000.00

19. Resolution No. 146 - 2026 - 30 Benkard Avenue - Extension of Time to Close

Resolution authorizing the extension of time to close title and amending the Terms and Conditions of Sale for property located at 30 Benkard Avenue (Section 45, Block 4, Lot 15)

Resolución que autoriza la prórroga del plazo para el cierre de la escritura y modifica los términos y condiciones de venta del inmueble ubicado en 30 Benkard Avenue (Sección 45, Bloque 4, Lote 15)

20. Resolution No. 147 - 2026 - Participation and Cooperation in the NYSDEC Climate-Ready Corridors Program

A resolution authorizing the City of Newburgh to participate in the NYSDEC Climate-Ready Corridors project

Una resolución que autoriza a la Ciudad de Newburgh a participar en el proyecto Corredores Preparados para el Clima del Departamento de Conservación Ambiental del Estado de Nueva York (NYSDEC)

21. Resolution No. 148 - 2026 - Agreement to Retain EDR for Grant Writing Assistance

A resolution authorizing an agreement between the City of Newburgh and Environmental Design & Research, Landscape Architecture,

Engineering & Environmental Services, D.P.C., for professional consulting services related to a grant for predevelopment and master planning activities for the Brownfield Opportunity Area known as the "Newburgh, NY Hillside"

Una resolución que autoriza un acuerdo entre la Ciudad de Newburgh y Environmental Design & Research, Landscape Architecture, Engineering & Environmental Services, D.P.C. para servicios profesionales de consultoría relacionados con una subvención para actividades de predesarrollo y planificación maestra del Área de Oportunidad de Brownfield conocida como "Newburgh, NY Hillside"

22. Resolution No. 149 - 2026 - Apply for and Accept if Awarded a 2026 Brownfield Opportunity Area Grant

A resolution authorizing the City Manager to apply for an accept if awarded a New York State Department of State Brownfield Opportunity Area program grant not to exceed \$400,000.00 with a 10% match for predevelopment and master planning activities for the Brownfield Opportunity Area known as the "Newburgh, NY Hillside"

Una resolución que autoriza al Gerente de la Ciudad a solicitar y aceptar, en caso de ser otorgada, una subvención del Programa de Áreas de Oportunidad de Brownfield del Departamento de Estado del Estado de Nueva York, por un monto que no exceda de \$400,000.00, con una aportación municipal del 10%, para actividades de predesarrollo y planificación maestra del Área de Oportunidad de Brownfield conocida como "Newburgh, NY Hillside"

23. Resolution No. 150 - 2026 - Apply for and Accept if Awarded \$200,000 through the NYS African American Heritage Grant Program for the Construction of the Newburgh Colored Burial Ground Memorial

A resolution authorizing the City Manager to apply for and accept if awarded a New York State African American Heritage Grant for costs incurred in the construction of the Newburgh Colored Burial Ground Memorial in an amount not to exceed \$200,000.00

Resolución que autoriza al Gerente de la Ciudad a solicitar y aceptar, en caso de ser otorgada, una subvención del Programa de Patrimonio Afroamericano del Estado de Nueva York para los costos incurridos en la construcción del Memorial del Cementerio de Personas de Color de Newburgh, por un monto que no exceda de \$200,000.00

24. Resolution No. 151 - 2026 - Apply for and Accept if Awarded \$50,000 through the NYS African American Heritage Grant Program for an Educational Consultant for Local African American History

A resolution authorizing the City Manager to apply for and accept if awarded a New York State African American Heritage Grant for educational programming related to the Newburgh Colored Burial Ground Memorial in an amount not to exceed \$50,000.00

Una resolución que autoriza al Gerente de la Ciudad a solicitar y aceptar, en caso de ser otorgada, una subvención del Programa de Patrimonio Afroamericano del Estado de Nueva York para programación educativa relacionada con el Memorial del Cementerio de Personas de Color de Newburgh, por un monto que no exceda de \$50,000.00

25. Resolution No. 152 - 2026 - Schedule a Public Hearing for the FY2025 CDBG CAPER

Resolution scheduling the Community Development Block Grant (CDBG) Consolidated Annual Performance and Evaluation Report (CAPER) public hearing and opening of the 15-day public comment period for Fiscal Year 2025

Resolución que programa la audiencia pública del Informe Consolidado Anual de Desempeño y Evaluación (CAPER) del Programa de Subvenciones en Bloque para el Desarrollo Comunitario (CDBG) y la apertura del período de comentarios públicos de 15 días para el Año Fiscal 2025

26. Resolution No. 153 - 2026 - Agreement with Hill Treekeepers, Inc. for Beech Tree Treatment Services

Resolution authorizing an agreement between the City of Newburgh and Hill Treekeepers, Inc. for Beech tree treatment services in the amount of \$4,360.00

Resolución que autoriza un acuerdo entre la Ciudad de Newburgh y Hill Treekeepers, Inc. para servicios de tratamiento de árboles de haya, por un monto de \$4,360.00

27. Resolution No. 154 - 2026 - 2026 Environmental Protection Fund Grant Application

Resolution authorizing the City Manager to apply for and accept if awarded a New York State Office of Parks Recreation and Historic Preservation Environmental Protection Fund Program Grant for Parks, Preservation and Heritage for the Delano-Hitch Recreation Park Rehabilitation Project

Resolución que autoriza al Gerente de la Ciudad a solicitar y aceptar, en caso de ser otorgada, una subvención del Programa del Fondo de Protección Ambiental de la Oficina de Parques, Recreación y

Preservación Histórica del Estado de Nueva York para parques, preservación y patrimonio, destinada al Proyecto de Rehabilitación del Parque Recreativo Delano-Hitch

28. Resolution No. 155 - 2026 - 2027 Orange County Youth Bureau Funding Grants

Resolution authorizing the City Manager to apply for and accept if awarded New York State Office of Children and Family Services Youth Development Program grants and Youth Sports and Education Program grants to support City of Newburgh Recreation Department Programs

Resolución que autoriza al Gerente de la Ciudad a solicitar y aceptar, en caso de ser otorgadas, subvenciones del Programa de Desarrollo Juvenil y del Programa de Deportes y Educación Juvenil de la Oficina de Servicios para Niños y Familias del Estado de Nueva York, para apoyar los programas del Departamento de Recreación de la Ciudad de Newburgh

29. Resolution No. 156 - 2026 - FY2025 Assistance to Firefighters Grant

Resolution authorizing the City Manager to apply for and accept if awarded a Fiscal Year 2025 Department of Homeland Security FEMA Assistance to Firefighters Grant in the amount of \$50,000.00 with a \$4,545.45 City match for the purchase of equipment for the City of Newburgh Fire Department

Resolución que autoriza al Gerente de la Ciudad a solicitar y aceptar, en caso de ser otorgada, una subvención del Año Fiscal 2025 del Departamento de Seguridad Nacional FEMA para Asistencia a Bomberos, por un monto de \$50,000.00, con una aportación municipal de \$4,545.45, para la adquisición de equipo para el Departamento de Bomberos de la Ciudad de Newburgh

30. Resolution No. 157 - 2026 - Memorandum of Understanding with New York State Division of Homeland Security and Emergency Services for Municipal Firefighter Training

Resolution authorizing the City Manager to execute a memorandum of understanding with the New York State Division of Homeland Security and Emergency Services Office of Fire Prevention and Control for municipal firefighting training

Resolución que autoriza al Gerente de la Ciudad a ejecutar un memorando de entendimiento con la Oficina de Prevención y Control de Incendios de la División de Seguridad Nacional y Servicios de Emergencia del Estado de Nueva York para capacitación municipal en extinción de incendios

31. Resolution No. 158 - 2026 - NACC - ArtBiz 2026 Teaching Artist Contracts

A resolution authorizing the City Manager to enter into agreements with various parties to provide creative arts classes and related services in connection with the City of Newburgh's Art-Biz Summer Series for 2026

Resolución que autoriza al Gerente de la Ciudad a celebrar acuerdos con diversas partes para la impartición de clases de artes creativas y servicios relacionados, en conexión con la Serie de Verano Art-Biz de la Ciudad de Newburgh para 2026

32. Resolution No. 159 - 2026 - City of Newburgh Hometown Heroes Military Banner Program

Resolution of the City Council of the City of Newburgh adopting a Hometown Heroes Military Banner Program

Resolución del Consejo de la Ciudad de Newburgh que adopta un Programa de Banderas Militares "Hometown Heroes"

33. Resolution No. 160 - 2026 - City Manager Search - Authorizing a Contract with MGT Impact Solutions, LLC

A resolution authorizing an agreement between the City of Newburgh and MGT Impact Solutions, LLC for professional consulting services to conduct a search and recruitment process to identify qualified suitable candidates for the position of City Manager of the City of Newburgh

Una resolución que autoriza un acuerdo entre la Ciudad de Newburgh y MGT Impact Solutions, LLC para la prestación de servicios profesionales de consultoría para llevar a cabo un proceso de búsqueda y reclutamiento para identificar candidatos calificados e idóneos para el cargo de Gerente de la Ciudad de Newburgh

34. Resolution No. 161 - 2026 - Charter Review Commission Budget

Resolution amending Resolution No. 252-2025, the 2026 budget for the City of Newburgh, New York, to create a new budget line entitled Charter Review Commission

Resolución que modifica la Resolución Núm. 252-2025, correspondiente al presupuesto de 2026 de la Ciudad de Newburgh, Nueva York, para crear una nueva partida presupuestaria denominada Comisión de Revisión de la Carta Orgánica

35. Resolution No. 162 - 2026 - Authorizing Settlement of In Rem Property for 225 Washington Street

A resolution authorizing the settlement of litigation regarding the foreclosure of tax liens in rem for the year 2022 related to property known as 225 Washington Street (Section 38, Block 2, Lot 20)

Una resolución que autoriza la conciliación de un litigio relacionado con la ejecución hipotecaria de gravámenes fiscales in rem correspondientes al año 2021, respecto a la propiedad conocida como 225 Washington Street (Sección 38, Bloque 2, Lote 20)

36. Resolution No. 163 - 2026 - Payment of Claim with Kenneth Sikorsky

A resolution authorizing the City Manager to execute a payment of claim with Kenneth Sikorsky in the amount of \$258,000.00

Resolución que autoriza al Gerente de la Ciudad a ejecutar el pago de una reclamación con Kenneth Sikorsky por un monto de \$258,000.00

Old Business: / Asuntos Pendientes

New Business: / Nuevos Negocios

Final Comments from the City Council / Comentarios Finales del Ayuntamiento

Adjournment / Aplazamiento:

RESOLUTION NO.: 134 - 2026

OF

JULY 13, 2026

RESOLUTION AMENDING RESOLUTION NO: 252-2025, THE 2026 BUDGET FOR
THE CITY OF NEWBURGH, NEW YORK TO CREATE A NEW BUDGET LINE
ENTITLED BROADWAY SCHOOL-COURTHOUSE - OVERTIME AND TO TRANSFER
\$15,000 FROM BROADWAY SCHOOL-COURTHOUSE - OTHER SERVICES TO
BROADWAY SCHOOL-COURTHOUSE - OVERTIME

WHEREAS, an amendment to the 2026 Budget is necessary to create and fund a source budget line to pay the costs of overtime associated with maintenance and repairs at the Broadway City Court facility; the same being in the best interest of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newburgh that Resolution No.: 252-2025, the 2026 Budget of the City of Newburgh, is hereby amended as follows:

	<u>Decrease</u>	<u>Increase</u>
A.1121.0448 Broadway School - Courthouse Other Services	<u>\$15,000.00</u>	
A.1121.0103 Broadway School - Courthouse Overtime		<u>\$15,000.00</u>
TOTAL:	\$15,000.00	\$15,000.00

RESOLUTION NO.: 135 - 2026

OF

JULY 13, 2026

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT
A FEDERAL FISCAL YEAR 2025 INFRASTRUCTURE INVESTMENT AND JOBS ACT
LEAD SERVICE LINE REPLACEMENT GRANT AWARD NOT TO EXCEED \$1,923,942
AND INTEREST-FREE FINANCING NOT TO EXCEED \$2,711,458 THROUGH
THE DRINKING WATER STATE REVOLVING FUND FROM
THE NEW YORK STATE DEPARTMENT OF HEALTH
AND ENVIRONMENTAL FACILITIES CORPORATION**

WHEREAS, The New York State Department of Health (DOH) has completed an evaluation for Federal Fiscal Year (FFY) 2025 Infrastructure Investment and Jobs Act (IIJA), formerly known as the Bipartisan Infrastructure Law (BIL) Lead Service Line Replacement (LSLR) funding through the Drinking Water State Revolving Fund (DWSRF) for the City of Newburgh Lead Service Line Replacement (the “Project”) and determined that the Project is eligible for a IIJA-LSLR grant award of up to \$1,923,942.00 and IIJA-LSLR interest-free financing of up to \$2,711,458.00; and

WHEREAS, the City of Newburgh wishes to accept the FFY 2025 IIJA-LSLR funding award in an amount not to exceed \$1,923,942.00 and IIJA-LSLR interest-free financing not to exceed \$2,711,458.00; and

WHEREAS, the City Council finds that accepting the FFY 2025 IIJA-LSLR funding award and interest-free financing for lead service line replacement in the best interests of the City of Newburgh and its residents; and

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept a Federal Fiscal Year (FFY) 2025 Infrastructure Investment and Jobs Act Lead Service Line Replacement (IIJA-LSLR) funding award in an amount not to exceed \$1,923,942.00 and IIJA-LSLR interest-free financing not to exceed \$2,711,458.00 through the Drinking Water State Revolving Fund from the New York State Department of Health and Environmental Facilities Corporation; and to execute all such further contracts and documentation and take such further actions as may be appropriate and necessary to accept such funding and administer the project funded thereby.



Department of Health

KATHY HOCHUL
Governor

JAMES V. McDONALD, MD, MPH
Commissioner

JOHANNE E. MORNE, MS
Executive Deputy Commissioner

June 8, 2026

Hon. Torrence Harvey
Mayor, City of Newburgh
83 Broadway
Newburgh, NY 12550

Re: Drinking Water State Revolving Fund
Bipartisan Infrastructure Law Lead Service Line Replacement Funds
DWSRF Project No. 19605
Lead Service Line Replacement
Newburgh (C), Orange County

Dear Mayor Harvey:

The NYS Department of Health (DOH) has completed an evaluation for Federal Fiscal Year (FFY) 2025 Infrastructure Investment and Jobs Act (IIJA), formerly known as Bipartisan Infrastructure Law (BIL), Lead Service Line Replacement (LSLR) funding through the Drinking Water State Revolving Fund (DWSRF) for the project referenced above. I am pleased to inform you that this project is eligible for an IIJA-LSLR grant award of up to \$1,923,942 and IIJA-LSLR interest-free financing of up to \$2,711,458.

This funding determination is based on the criteria as described in the Federal Fiscal Year 2026 DWSRF Intended Use Plan (IUP) and is contingent on DOH receiving the FFY 2025 IIJA-LSLR capitalization grant from the United States Environmental Protection Agency.

Please note the following with regard to this funding determination:

- This funding award remains in effect through September 30, 2027, by which time a Project Finance Agreement (PFA) must be executed with the New York State Environmental Facilities Corporation (EFC).
- If you have not already done so, you must submit a complete DWSRF financing application by no later than March 1, 2027. The DWSRF finance application forms and guidance can be found at www.efc.ny.gov.
- All projects funded through the IIJA-LSLR must meet certain applicable programmatic requirements including, but not limited to:
 - Davis Bacon Federal Prevailing Wage rates.
 - American Iron and Steel.
 - Build America/Buy America (BABA) domestic sourcing.
 - Federal Equivalency compliance including National Environmental Protection Act (NEPA) environmental review, federal cross-cutting authorities, disadvantaged business enterprises (DBE), single audit reporting, and surveillance services and equipment procurement, as applicable.

- Federal signage terms and conditions requiring a physical sign at construction sites (<https://efc.ny.gov/construction-signs>).
- Minority and Women-owned Business Enterprises (MWBE)/Equal Employment Opportunities (EEO)/Disadvantaged Business Enterprises (DBE) participation.
- Architectural/Engineering (A/E) procurement: Municipalities requesting to fund costs for A/E services must procure those services in accordance with federal requirements (provisions of 40 U.S.C. 1101 et seq) and will be required to execute an EFC Certification for A/E services procurement (see attached). The certification must be signed by an authorized representative of the municipality or water district. This applies to all projects receiving DWSRF/BIL assistance.
- An updated engineering report may be required as part of the project review process.

This DWSRF/IIJA funding award letter is not a formal commitment by DOH & EFC to provide financial assistance. Such a commitment will be reflected in the PFA once executed by EFC and the applicant community. DOH & EFC may deny or otherwise adjust the financial assistance for your project if the project scope or total eligible project cost changes or based upon our review of the complete DWSRF financing application. In addition, financial assistance for your project may only be provided after receiving formal approvals from the EFC Board of Directors and the New York State Public Authorities Control Board.

Please confirm your acceptance of the funding award and intent to proceed with this project by completing and signing the enclosed form and returning it to design@health.ny.gov no later than **June 22, 2026**. Without your confirmation, we may bypass your project and award these funds to another community.

Our team along with staff at EFC will continue to assist you and your representatives through the financing process. We look forward to working with you on this important public health infrastructure project to ensure that your community has a safe, affordable, and sustainable drinking water system. Please contact me at stephen.marshall@health.ny.gov with any questions.

Sincerely,

**Stephen
Marshall**

Digitally signed by
Stephen Marshall
Date: 2026.06.08
09:02:45 -04'00'

Stephen S. Marshall, P.E.
Chief, Residential Sanitation Section
Bureau of Water Supply Protection

ecc: NYSDOH – M. Pan
NYSEFC – M. Cunningham/R. Walker
Orange County HD – S. Gagnon
Newburgh – W. Vradenburgh, J. Morris
Arcadis – H. Rockwell

ACKNOWLEDGEMENT AND ACCEPTANCE OF BIL-LSLR FUNDING AWARD

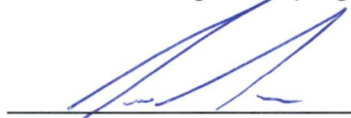
Please confirm your community's acceptance of the BIL-LSLR funding and intent to proceed with this project by signing below. Please return the completed form and attachments (as appropriate) listed below to design@health.ny.gov no later than **June 22, 2026**.

Please provide information on any BANs related to the project.

ACKNOWLEDGMENT BY THE AWARDEE:

DWSRF Project No. 19605
Lead Service Line Replacement
Newburgh (C), Orange County

The Awardee intends to proceed with this project and accepts the BIL-LSLR funding award, and acknowledges the programmatic requirements noted above.

	(Signature of Authorized Representative)	
Jason Morris	(Print Name)	
Interim City Manager	(Title)	<u>6-9-26</u> (Date)

RESOLUTION NO.: 136 - 2026

OF

JULY 13, 2026

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE SUBMISSION OF A
NEW YORK STATE CONSOLIDATED FUNDING APPLICATION
AND TO ACCEPT IF AWARDED A GRANT FROM
THE NEW YORK STATE ENVIRONMENTAL FACILITIES CORPORATION
WASTEWATER INFRASTRUCTURE ENGINEERING PLANNING GRANT PROGRAM
IN THE AMOUNT OF \$50,000.00 WITH A 20% MATCH FOR
A BIOSOLIDS FEASIBILITY STUDY FOR THE WASTEWATER TREATMENT PLANT**

WHEREAS, the New York State Environmental Facilities Corporation (EFC) offers grants to municipalities to help pay for the initial planning of eligible Clean Water State Revolving Fund (CWSRF) water quality projects through the Wastewater Infrastructure Engineering Planning Grant program to fund engineering and planning to produce an engineering report to advance water quality projects to design and ultimately construction; and

WHEREAS, the City wishes to apply for and accept if awarded an EFC Wastewater Infrastructure Engineering Planning grant through the Consolidated Funding Application process to fund a feasibility study for improvements to the solids handling process at the Wastewater Treatment Plant to reduce odors, improve efficiency and reduce disposal costs; and

WHEREAS, such grant funds shall be in the amount of \$50,000.00 with a 20% match to be derived from G.1440.0448;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to apply for and accept if awarded a grant from the New York State Environmental Facilities Corporation Wastewater Infrastructure Engineering Planning Grant program through the 2026 Consolidated Funding Application in the amount of \$50,000.00 with a 20% match to fund a biosolids feasibility study at the Wastewater Treatment Plant; and that the City Manager be and he is hereby authorized to execute all such grant application forms, contracts and documentation and take such further action as may be appropriate and necessary to accept such grant and administer the program funded thereby.



City of Newburgh

received
6-11-26 HA

GRANT APPLICATION FORM

Grant Requestor:

Please complete the following form and submit the form along with either a hard copy of the grant announcement or the grant announcement website address to the City of Newburgh Grants Administrator for processing. You will be notified when your grant request has been approved to be sent for City Council Resolution.

NOTE: All fields are required unless marked "OPTIONAL."

SECTION A. COMPLETED BY GRANT REQUESTOR

NAME OF PROJECT FOR GRANT: Wastewater Treatment Plant – Biosolids Improvement Project	NAME OF DEPARTMENT REQUESTING GRANT: Engineering Department	NAME OF DEPARTMENT HEAD/SPONSOR AUTHORIZING GRANT: Jason Morris – Commissioner of Public Works & City Engineer
NAME OF GRANT/NAME OF AWARDING AGENCY: New York State Environmental Facilities Corporation (NYSEFC) – 2026 Wastewater Infrastructure Engineering Planning Grant (EPG)	GRANT SUBMITTAL DATE: June 12, 2026	AMOUNT OF AWARD: \$50,000
MATCH REQUIRED? IF YES, AMOUNT AND TYPE: (EX. CASH, IN-KIND) \$10,000	AMOUNT REQUIRED BY THE CITY OF NEWBURGH: \$10,000 (G.1440.0448 Other Services)	(OPTIONAL) ANY ADDITIONAL GRANT CONDITIONS:

PROJECT PLAN: This Engineering Planning Grant will allow the City to undertake a feasibility study for improvements to the solids handling process at the wastewater treatment plant to reduce odors, improve efficiency and reduce disposal costs.

Key Stakeholders: City of Newburgh, NYSDEC, NYSEFC

Project Timeline: Pending award date and contract execution



City of Newburgh

GRANT APPLICATION FORM

SECTION B. FOR REVIEW BY CITY COMPTROLLER

GRANT MATCH REQUIREMENT REVIEWED? YES/NO:

COMMENTS:

IN-KIND SERVICES REQUIREMENT REVIEWED? YES/NO

COMMENTS:

STAFFING ISSUES REVIEWED? YES/NO:

COMMENTS:

ANY ADDITIONAL COMMENTS:

[Signature] 6/11/26

SECTION D: FOR REVIEW BY CORPORATION COUNSEL

→ APPROVED BY CORPORATION COUNSEL FOR RESOLUTION? YES/NO

CORPORATION COUNSEL
SIGNATURE: *[Signature]*

DATE: *6/11/26*

DATE RESOLUTION TO BE SENT TO CITY COUNCIL MEETING:

add to July 2026 meeting cycle



City of Newburgh

GRANT APPLICATION FORM

SECTION C: FOR REVIEW BY CITY MANAGER
→ APPROVED BY CITY MANAGER? <u>YES</u> /NO
CITY MANAGER SIGNATURE: _____
DATE: <u>6-11-26</u>



WASTEWATER INFRASTRUCTURE ENGINEERING PLANNING GRANT (EPG) PROGRAM SUMMARY

FUNDING AVAILABLE: UP TO \$3 MILLION

The New York State Environmental Facilities Corporation (EFC) will offer grants to municipalities to help fund the initial planning of water quality capital projects meeting Clean Water State Revolving Fund (CWSRF) eligibility requirements. Up to \$3 million has been made available for this round of the Wastewater Infrastructure Engineering Planning Grant (EPG) program.

Grants of up to \$100,000¹ are available to municipalities to fund engineering and planning activities that result in an acceptable Wastewater Infrastructure Engineering Report or Preliminary Inflow and Infiltration (PII) Study for sanitary sewer systems.

Engineering services must be procured in accordance with federal qualifications-based requirements.

The goal of the EPG program is to encourage communities to advance water quality projects to the design stage, and ultimately construction, by funding the development of an engineering report. This allows the community to seek financing through the CWSRF program or funding from other sources.

ELIGIBLE APPLICANTS

Municipalities, as defined in the Definitions section of this document, with a median household income (MHI):

- Equal to or less than \$90,000 according to the United States Census, 2023 American Community Survey 5-year estimate² for municipalities located in Regional Economic Development Council (REDC) regions of Capital District, Southern Tier, North Country, Mohawk Valley, Central NY, Finger Lakes, or Western NY; or
- Equal to or less than \$110,000 according to the United States Census, 2023 American Community Survey 5-year estimates for municipalities located in REDC regions of Long Island, New York City, and Mid-Hudson.

A municipality may have no more than two active EPG awards at one time. If a municipality has two active EPG awards, no more than one active EPG award may be associated with inflow/infiltration removal. An active EPG award means a project that has been awarded funding and awaiting an executed grant agreement or currently has an executed grant agreement with EFC. EPGs are considered closed once the engineering report has been accepted by EFC/DEC and final disbursement has been made.

¹ See "Grant Awards" section of this document for funding amounts.

² A summary of the United States Census, 2023 American Community Survey MHI data can be found on the EPG page on EFC's website. See the link in the Additional Resources section below.

ELIGIBLE ACTIVITIES

EPG funding must be used on one of the two eligible activities described below:

1. Preliminary Inflow and Infiltration (PII) Study (Study):
 - a. provide a high-level evaluation of the municipality's entire sewer collection system, with estimates of inflow and infiltration (I/I);
 - b. collect and summarize data in the Study to evaluate correlations between rainfall, I/I flows, and sanitary sewer overflow (SSO) or combined sewer overflow (CSO) events in the collection system and/or at the wastewater treatment plant; and
 - c. outline an approach for future Sanitary Sewer Evaluation Survey(s) (SSES), either completing the entire system at once or presenting a prioritized ranking of sewer system sub-areas will serve as the basis for future SSES evaluation. Each SSES will be eligible for funding through the EPG program and must result in a recommended capital project to address I/I that can be listed on the CWSRF Intended Use Plan.
2. Wastewater Infrastructure Engineering Report: A municipality must use EPG funding for the preparation of a Wastewater Infrastructure Engineering Report³ for an eligible CWSRF project. This includes planning activities to determine the scope of water quality issues, evaluation of alternatives, and the recommendation of a capital improvement project. An environmental review for the recommended alternative is also an eligible activity. Design and construction costs are not eligible.

Funding priority will be given to municipalities whose planning activities are:

- Required by an executed United States Environmental Protection Agency (EPA) Administrative Order, or NYS Department of Environmental Conservation (DEC) Order on Consent (collectively referred to as Enforcement Instrument);
- Required by a DEC final or publicly-noticed draft State Pollutant Discharge Elimination System (SPDES) permit (e.g. nutrient removal, inflow and infiltration, disinfection);
- For upgrading or replacing an existing wastewater system;
- For constructing a wastewater treatment and/or collection system for an area with failing onsite septic systems; or
- Addressing a pollutant of concern in a watershed implementation plan (see Definitions section).

³ See the "Definitions" section of this document for specific information on the required contents of the engineering report.

REPORT REQUIREMENTS

Wastewater Infrastructure Engineering Reports must:

- Follow the DEC/EFC Engineering Report Outline that is effective at the time of report submission,
- Consider storm and flood resiliency (sea level rise, storm surge, potential for flooding impacts, or other extreme weather events)⁴
- Consider impacts on Potential Environmental Justice Area(s) (PEJA) and/or Disadvantaged Communities (DAC) (see section on PEJA and DAC).
- Consider green infrastructure, in combination with gray infrastructure or individually, for projects involving stormwater, including stormwater inflow to sewer systems. A justification must be provided if a green infrastructure component is not part of the recommended alternative.
- Include an overall plan and map associated with potential phasing of capital improvements for projects intended to address inflow and infiltration.

Additionally, at a minimum, a comprehensive analysis of the following alternatives must be included:

- No-action alternative;
- Green infrastructure;
- Repair or replacement versus new construction;
- Regional consolidation opportunities;
- Centralized versus decentralized (for new systems), or a combination thereof (small cluster or individual systems).

Any alternatives considered technically infeasible must be identified as such and the rationale discussed.

Smart Growth alternative(s) must be considered and documented in the Wastewater Infrastructure Engineering Report. For more information regarding Smart Growth see the Definitions section below.

Preliminary I/I Studies must:

- Evaluate the entire sewershed owned by the municipality. If the sewershed is owned by more than one municipality, the PII Study should start with the endpoint municipality and include applicable monitoring data for contributing users. Be prepared in accordance with sections 3.4 and 3.5 of EPA Handbook 625/6-91/030 "Sewer System Infrastructure Analysis and Rehabilitation" dated October 1991 and WEF MOP FD-6, Existing Sewer Evaluation and Rehabilitation. The scope of the Study must include surveys of physical damage to the sewer system infrastructure, capacity limitations, effects of corrosion and sewer system deterioration, and identification of excessive I/I within the system.
- Provide a high-level evaluation of the entire sewershed owned by the municipality, dividing it into sub-areas where applicable for the system. Data collected in the Study should be used to correlate rainfall intensity and duration, sewer flows and Sanitary Sewer Overflow (SSO) or

⁴ Must be consistent with the New York State Flood Risk Management Guidance for Implementation of the Community Risk and Resiliency Act.

Combined Sewer Overflow (CSO) events in the collection system or at the wastewater treatment plant. Identify inflow or infiltration based on this data. The Study must include applicable monitoring data for the flow contributions of any upstream municipalities.

- Document existing records reviewed including, but not limited to:
 - As-built sewer maps and municipal wastewater treatment plant and collection system records.
 - Existing geographical, geological, climatological, and topographical records.
 - Sewer system monitoring records such as treatment plant Discharge Monitoring Reports, lift station flow records, overflows, and bypasses.
 - Rainfall monitoring and depth to groundwater data.
 - Water use records, population, and user history.
 - Industrial user waste survey.
 - Input and observations from system operations staff.
- Include updated sewer collection system mapping including collection system inspections and preparation of GIS or CAD maps of the system.
- Include results of flow measurement and sampling for collection system sub-areas to provide flow data under dry and wet weather conditions
- Include monitoring data for sulfide and corrosion measurement, if appropriate
- Be documented in a final report that:
 - Estimates expected and actual baseline sanitary sewer flows based on population, water consumption, and/or wastewater flow records.
 - Analyzes estimated I/I rates on a peak and annual basis for each sub-area and the sewershed under both dry and wet weather conditions.
 - Compares I/I rates for each sub-area and the entire system against standard metrics such as gallons wet weather flow per capita (gpd/capita) or gallons per day per inch of diameter per mile of pipe (gpd/idm).
 - Ranks the sub-areas based on excessive I/I flow rates by priority.
 - Recommends subsequent SSES investigations and studies of priority areas or sub-areas that will result in proposed capital I/I correction projects.
 - Evaluates the need for additional PII Studies for upstream municipalities connected to the sewershed based on contributing I/I.
 - Defines costs, objectives, and timeframes for implementing all investigations necessary for a complete sewershed analysis.

Projects Affecting Water Quality in Potential Environmental Justice Areas and Disadvantaged Communities

An application to fund a report for a proposed capital improvement project that will positively impact water quality in a PEJA or DAC or will benefit the quality of drinking water serving a PEJA or DAC will receive additional consideration in the evaluation. Maps of PEJAs or DACs in New York State are available at the link provided in the Additional Resources section below.

INELIGIBLE ACTIVITIES

A municipality may not use EPG funding for planning activities related to a proposed capital project that is not a CWSRF eligible project, or for the preparation of or amendment to an existing Wastewater Infrastructure Engineering Report.

Ineligible activities include planning activities for a capital project that:

- Will not restore or protect a surface waterbody or groundwater.
- Is not for capital improvements to a publicly owned treatment works.⁵
- Is listed on the 2026 CWSRF Intended Use Plan Annual Project Priority List.
- Has an engineering report that was previously funded by an EPG.
- Does not identify a plan to address the entire collection system when I/I is identified as the primary need for the project.
- Has an engineering report completed and/or submitted to EFC.

GRANT AWARDS

Amount	Eligible Scope
Up to \$50,000	Wastewater Infrastructure Engineering Report or a PII Study
Up to \$100,000	SSes required by an executed Enforcement Instrument • fully executed Enforcement Instrument must be submitted with application • SSes may be identified through a PII Study or equivalent Study

LOCAL MATCH

All grants require a local match equal to 20 percent of the requested grant amount. The match may include cash and/or in-kind services⁶. Grants from other sources may not be used to satisfy the local match requirement. The applicant must identify the source of the match in the application.

GRANT PAYMENTS

Grants are disbursed in three payments based on the municipality's progress toward completion of an approvable Wastewater Infrastructure Engineering Report or PII Study. The municipality will receive the first disbursement in the amount of 25% of the total grant amount as an advance payment upon execution of the grant agreement with EFC. The second disbursement in the amount of 25% of the total grant amount will be made to the municipality when a Wastewater Infrastructure Engineering Report containing the minimum requirements for EFC funding, as referenced in the DEC/EFC Engineering Report Outline, or the final PII Study meeting Preliminary Inflow and Infiltration Study Outline has been submitted for review. Invoices and cost documentation are needed for this second

⁵ In accordance with the laws, rules and regulations governing the CWSRF, projects defined in the federal Clean Water Act, Section 212 as treatment works must be publicly owned. See the "Definitions" section of this document for what is considered an eligible publicly owned treatment works activity.

⁶ See the "Definitions" section of this document for specific information on what is considered in-kind services.

disbursement. The third and final disbursement will be made once the Wastewater Infrastructure Engineering Report or PII Study has been accepted as complete by EFC/DEC and the remaining invoices have been submitted.

LONG TERM PROGRAM GOALS

The State encourages each municipality to use their accepted Wastewater Infrastructure Engineering Report funded through the EPG program to seek funding through the CWSRF program or from other funding sources to pursue the recommendations provided in the Wastewater Infrastructure Engineering Report.

EVALUATION CRITERIA

Applications, including all required and supporting documents, will be evaluated based on the clarity and completeness of information provided to define the scope and articulate the need and benefits of the project. If there are discrepancies between any of the application materials, or required information is not provided, credit will not be assigned for the respective evaluation criteria.

EPG applications will be evaluated and ranked based on:

- The extent to which the project may address **environmental and water-quality issues**, including reduction of CSOs or SSOs, failing onsite septic systems, consistency with any enforcement requirements (if applicable), and direct benefits to the receiving waterbody.
- The extent to which the project directly benefits communities with demonstrated socioeconomic need, as reflected by **Median Household Income (MHI) and percentage of families below the poverty level** within the project area.
- The **applicant's experience and capacity** (technical and managerial) to successfully deliver the project.
- **Strong community and intergovernmental support**, demonstrated by documentation of public engagement, letters of support, and/or alignment with recommendations from an adopted local or regional plan.

MULTIPLE APPLICATION SUBMISSIONS

A municipality may submit only one application per project. Municipalities that submit multiple applications for separate projects must prioritize the projects in their applications. Municipalities are limited to one lifetime PII Study per sewershed and may have only one active PII Study or SSES at a time. A municipality may hold no more than two active EPG awards overall. An EPG award is considered active from when a project has been awarded funding through the completion and acceptance of the report and final payment has been made. EFC may prioritize and select the project that demonstrates the greatest potential to improve water quality.

REQUIREMENTS FOR SUCCESSFUL APPLICANTS AFTER GRANT AWARD

Successful applicants must enter into a grant agreement with EFC to receive grant funds. The following items must be submitted to EFC prior to the execution of the grant agreement.

1. Detailed final budget and plan of finance, including all third-party funding agreements and satisfaction of the minimum 20 percent local match requirement.
2. Board resolution authorizing and obligating local match funds.
3. Board resolution designating an Authorized Representative for the municipality.
4. Fully executed engineering agreement.
5. EFC Certification for Architectural/Engineering Services Procurement. All A/E services must be procured in accordance with 40 U.S.C 1101.

Documentation required to enter into a grant agreement must be submitted within 6 months of the grant award or the grant funds may be reallocated.

DEFINITIONS

In-Kind Services: Services performed by capable and qualified employees of the municipality for technical and administrative force accounts that are directly related to, and in support of, the development of the engineering report and are deemed reasonable by EFC.

Municipality: Any county, city, town, village, district corporation, county or town improvement district, school district, Indian nation or tribe recognized by the state or the United States with a reservation wholly or partly within the boundaries of New York State, any public benefit corporation or public authority established pursuant to the laws of New York or any agency of New York State which is empowered to construct and operate an eligible project, or any two or more of the foregoing which are acting jointly in connection with an eligible project.

Planning: The orderly development of a project concept from the original statement of need or purpose through the evaluation of alternatives to a final recommendation on a course of action and measures to implement the selected alternative, including completion of the environmental review process.

Publicly Owned Treatment Works: Any devices and systems used in the storage, treatment, recycling, and reclamation of municipal sewage or industrial wastes of a liquid nature. It also includes sewers, pipes and other conveyances, if they convey wastewater to a publicly owned treatment plant.

Sewershed: A geographic area from which all the sewers flow to a single endpoint wastewater treatment facility.

Smart Growth: The State Smart Growth Public Infrastructure Policy Act of 2010 is intended to augment the state's environmental policy by maximizing the social, economic, and environmental benefits of public infrastructure development while minimizing unnecessary environmental degradation, disinvestment in urban and suburban communities, and the loss of open space resulting from sprawl development.

Wastewater Infrastructure Engineering Report: The document that determines the technical feasibility and estimated cost of a CWSRF eligible project. Engineering reports are prepared by a qualified professional engineer licensed to practice in New York State and must follow the DEC/EFC Engineering Report Outline. The DEC/EFC Engineering Report Outline can be downloaded from EFC's webpage. See the link in the Additional Resources section below.

Watershed Implementation Plan: An Estuary Management Plan, Action Plan, Total Maximum Daily Load (TMDL), Nine Element Watershed Management Plan, or DEC Harmful Algal Blooms (HABs) Action Plan. See the links in the Additional Resources section below.

ADDITIONAL RESOURCES

EFC/DEC Engineering Report Outline:

<https://efc.ny.gov/engineering-report-outline-clean-water>

Preliminary Inflow and Infiltration Study Outline

<https://efc.ny.gov/preliminary-inflow-and-infiltration-study-outline-pdf>

Summary of the United States Census, 2023 American Community Survey MHI data:

<https://efc.ny.gov/american-community-survey-data>

Architectural/Engineering Services Procurement Certification and Guidance:

<https://efc.ny.gov/architecturalengineering-ae-services-procurement>

DEC Info Locator: Waterbody Segment Assessment Factsheets, Potential Environmental Justice Areas, and Disadvantaged Communities:

<https://dec.ny.gov/maps/interactive-maps/decinfo-locator>

Clean Water Management Plans:

<https://dec.ny.gov/environmental-protection/water/water-quality/clean-water-plans>

For more information, visit www.efc.ny.gov/epg



WASTEWATER INFRASTRUCTURE ENGINEERING PLANNING GRANT (EPG) APPLICATION CERTIFICATION

On behalf of the Applicant and its governing body, I hereby submit this application for funding through the Wastewater Infrastructure Engineering Planning Grant (EPG) program for the project described in this application.

I certify and agree that all information contained in this application, in other statements and exhibits attached hereto or referenced herein, and in all statements, data and supporting documents which have been made or furnished for the purpose of receiving the EPG funding for the project(s) described herein, are true, correct and complete to the best of my knowledge and belief.

I further acknowledge that knowingly offering a written instrument containing a false statement or false information, with the intent to defraud the State of New York or any political subdivision, public authority or public benefit corporation of the State, and with the knowledge or belief that it will be filed with or recorded by such entity, constitutes a crime under New York State Law.

City of Newburgh

(Applicant Name)

(Application No.)

(Authorized Representative* Signature)

June 11, 2026

(Date)

Jason Morris, PE - Interim City Manager

(Authorized Representative* Name and Title)

* The Authorized Representative signing this Certification must be an elected or appointed official who represents the Applicant organization and is duly authorized to submit the Application and make the representations and certifications set forth on the Applicant's behalf.

RESOLUTION NO.: 137 - 2026

OF

JULY 13, 2026

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT
IF AWARDED A NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL
CONSERVATION WATER QUALITY IMPROVEMENT PROJECT GRANT
NOT TO EXCEED \$10,000,000.00 WITH A 25% MATCH FOR THE CONSTRUCTION OF
THE LONG TERM CONTROL PLAN PHASE V
SOUTH INTERCEPTOR SEWER IMPROVEMENTS PROJECT**

WHEREAS, the Water Quality Improvement Project (WQIP) program is a competitive, statewide reimbursement grant program open to local governments and not-for-profit corporations to implement projects that directly improve water quality; and

WHEREAS, eligible project examples include but are not limited to Wastewater Treatment Improvement; and

WHEREAS, the City of Newburgh proposes to apply for and accept if awarded a New York State Department of Environmental Conservation Water Quality Improvement Project (WQIP) grant to fund the construction of the Long Term Control Plan Phase V South Interceptor Sewer Improvements Project; and

WHEREAS, such grant funds shall be in an amount not to exceed \$10,000,000.00 with a 25% match to be provided through other funding options, including grants and low interest loans;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to apply for and accept if awarded a New York State Department of Environmental Conservation Water Quality Improvement Project (WQIP) grant in an amount not to exceed \$10,000,000.00 with a 25% match to fund the Long Term Control Plan Phase V South Interceptor Sewer Improvements Project; and that the City Manager be and he is hereby authorized to execute all such grant application forms, contracts and documentation and take such further action as may be appropriate and necessary to accept such grant and administer the program funded thereby.



City of Newburgh

received
6-12-26 AD

GRANT APPLICATION FORM

Grant Requestor:

Please complete the following form and submit the form along with either a hard copy of the grant announcement or the grant announcement website address to the City of Newburgh Grants Administrator for processing. You will be notified when your grant request has been approved to be sent for City Council Resolution.

NOTE: All fields are required unless marked "OPTIONAL."

SECTION A. COMPLETED BY GRANT REQUESTOR

NAME OF PROJECT FOR GRANT: South Interceptor Sewer Improvements Project (LTCP Phase-V)	NAME OF DEPARTMENT REQUESTING GRANT: Engineering Department	NAME OF DEPARTMENT HEAD/SPONSOR AUTHORIZING GRANT: Jason Morris – Commissioner of Public Works & City Engineer
NAME OF GRANT/NAME OF AWARDING AGENCY: New York State Department of Environmental Conservation – Water Quality Improvement Program (WQIP)	GRANT SUBMITTAL DATE: July 31, 2026 by 4:00pm	AMOUNT OF AWARD: \$10,000,000
MATCH REQUIRED? IF YES, AMOUNT AND TYPE: (EX. CASH, IN-KIND) Yes, 25% of grant award amount, plus the remainder of project costs above and beyond the 25% grant match. Match will be provided by additional grants and future project financing through the New York State Environmental Facilities Corporation (NYSEFC). Financing Application was submitted in September 2025 and will close on financing in 2026. Project is currently listed in the NYSEFC's Intended Use Plan (IUP) for future financing.	AMOUNT REQUIRED BY THE CITY OF NEWBURGH: Up to \$5.8 million in matching funds for this specific grant if the City is awarded full grant amount of \$10 million without additional grants for a match. Total project costs are estimated at \$15.8 million.	(OPTIONAL) ANY ADDITIONAL GRANT CONDITIONS: Project must be listed in an approved LTCP.



City of Newburgh

GRANT APPLICATION FORM

PROJECT PLAN: The South Interceptor Sewer Improvements Project is a required project listed in the Order on Consent for the City's Long Term CSO Control Plan. The project involves the replacement of an existing 36-inch interceptor sewer with a new, larger 54-inch diameter sewer to increase the flow capacity of the collection system to convey additional combined sewer to the City's wastewater treatment plant for treatment before discharge. These improvements will reduce combined sewer overflows to the Hudson River in accordance with the City's Long Term CSO Control Plan. The preliminary planning phase/engineering report for the project has been completed prior to the consent order milestone date of January 3, 2028. The preliminary estimate for the project is \$15.8 million. The City is currently seeking grant funds and financing to proceed with both design and construction of the project.

Scope of Project: Replacement of the existing South Interceptor Sewer in the area from Regulator No. 2 to the existing manhole in Water Street. Acquisition of real property and easements to facilitate construction.

Key Stakeholders: City of Newburgh, US EPA, NYSDEC, NYSEFC

Project Timeline: Order on Consent Required Compliance Dates as follows:

Completion of Planning Phase = January 3, 2028 (COMPLETED)

Completion of Design Phase = October 3, 2028

Issuance of Notice to Proceed to Construction = April 3, 2029

Construction Completion = December 31, 2030

Operational Startup = December 31, 2030

SECTION B. FOR REVIEW BY CITY COMPTROLLER

GRANT MATCH REQUIREMENT REVIEWED? ~~YES~~/NO:

COMMENTS:

IN-KIND SERVICES REQUIREMENT REVIEWED? ~~YES~~/NO

COMMENTS:

STAFFING ISSUES REVIEWED? ~~YES~~/NO:

COMMENTS:

ANY ADDITIONAL COMMENTS:

[Signature]

6/12/26



City of Newburgh

GRANT APPLICATION FORM

SECTION D: FOR REVIEW BY CORPORATION COUNSEL

→ APPROVED BY CORPORATION COUNSEL FOR RESOLUTION? YES/NO YES

CORPORATION COUNSEL
SIGNATURE: [Signature]

DATE: 6/12/20

July meeting cycle
DATE RESOLUTION TO BE SENT TO CITY COUNCIL MEETING:

SECTION C: FOR REVIEW BY CITY MANAGER

→ APPROVED BY CITY MANAGER? YES/NO YES

CITY MANAGER
SIGNATURE: [Signature]

Jason Morris

DATE: _____

Water Quality Improvement Project (WQIP) Program



Department of
Environmental
Conservation

May 2026

Program Description

The Water Quality Improvement Project (WQIP) program is a competitive, statewide reimbursement grant program that can be used to fund projects that directly improve water quality or habitat, promote flood risk, reduction, restoration, and enhanced flood and climate resiliency, or protect a drinking water source. Funding is for construction and implementation projects, not for those that are exclusively for planning. Maximum funding awards vary by project type. Program priorities and requirements are also subject to change from year to year. The typical annual funding available for the WQIP program is at least \$75 million.

Application Details

- Apply through the Regional Economic Development Council Consolidated Funding Application at <https://on.ny.gov/cfa>.
- Submit applications by 4:00 p.m. on July 31, 2026.

Eligible Applicants

- Municipalities, including Indian Nations and municipal corporations (ECL §56-0101)
- Soil and Water Conservation Districts
- 501(c)(3) Not-for-profit corporations (land acquisition for source water protection; dam safety repair, rehabilitation, and dam removal; aquatic connectivity, marine district habitat restoration; and fish and wildlife habitat restoration and enhancement project types only)

Eligible Project Types and Activities

Wastewater Treatment Improvement

Priority Projects

- Wastewater effluent disinfection for facilities that currently do not have any disinfection.
- Upgrades to municipal systems to meet a DEC-approved watershed implementation plan's (i.e., Total Maximum Daily Load plan, Nine Element Watershed Management Plan, Harmful Algal Bloom Action Plan, or DEC Action Agenda) nutrient requirements (primarily phosphorus).
- Combined sewer overflow/sanitary sewer overflow (CSO/SSO) projects to upgrade systems to meet CSO or SSO discharge requirements.
- Municipal systems to serve multiple properties with inadequate on-site septic systems.

General Wastewater Treatment Improvement

- All other wastewater treatment projects

Non-Agricultural Nonpoint Source Abatement and Control

- | | |
|---|---|
| • Decentralized wastewater treatment facilities | • In-waterbody controls for nutrients |
| • Green infrastructure practices | • Bathing beach restoration |
| • Stormwater retrofits | • Stream culvert repair and replacement |
| • Streambank and shoreline stabilization | • Programs to implement nonpoint source management within a defined geographic area |
| • Riparian buffers | |

Vacuum Trucks for Areas with Municipal Separate Storm Sewer Systems (MS4s)

- Purchase of one vacuum truck to be used in an MS4 area.

Land Acquisition for Source Water Protection

- Projects or programs for land purchases to protect surface or groundwater public drinking water supplies.

Salt Storage and Road Salt Reduction

- Construction of a permanent structure to cover a salt or sand-salt mixture storage pile.
- Purchase of brine-making equipment and brine storage tanks.
- Retrofits of snowplows with live edge or segmented plow blades, plow guards, truck-mounted brine-spreading equipment, and GPS sensors.

Dam Safety Repair/Rehabilitation and Dam Removal

- Projects to improve dam safety through the repair and rehabilitation or removal of dams with a downstream hazard classification of Class C (High) and Class B (Intermediate).

Aquatic Connectivity

- Projects to improve aquatic habitat connectivity at road-stream crossings or dams.

Marine District Habitat Restoration

- Projects to improve the ecological condition of waters within the marine district with the intent to support a spawning, nursery, wintering, migratory, nesting, breeding, or foraging environment for fish, wildlife, and other biota.

Fish and Wildlife Habitat Restoration and Enhancement

- Projects to improve the ecological condition of wetlands or riparian corridors to support a spawning, nursery, wintering, migratory, nesting, breeding, or foraging environment for fish and wildlife

Landfill Leachate Treatment

- Projects to treat landfill leachate for contaminants, including PFAS, at active municipally-owned landfills or active construction and demolition debris landfills.

Match Requirements

All grants require a local match equal to 25% of the requested grant amount. The match can include cash and/or in-kind services. Only costs eligible for this grant may be used as match. Match funds cannot come from other New York State funding sources, but may come from federal funding sources, unless noted in the WQIP Program Overview. The applicant must identify the source of the match in their application.

CONTACT INFORMATION

On the web: <http://on.ny.gov/wqip>

Division of Water Grants Team

625 Broadway, Albany New York 12233
(518) 402-8179 | dowgrants@dec.ny.gov
www.dec.ny.gov



RESOLUTION NO.: 138 - 2026

OF

JULY 13, 2026

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT
IF AWARDED A NEW YORK STATE ENVIRONMENTAL FACILITIES CORPORATION
WATER INFRASTRUCTURE IMPROVEMENT PROGRAM GRANT
NOT TO EXCEED \$3,900,000.00 WITH A 25% MATCH FOR THE DESIGN AND
CONSTRUCTION OF THE LONG TERM CONTROL PLAN PHASE V
SOUTH INTERCEPTOR SEWER IMPROVEMENTS PROJECT**

WHEREAS, the New York State Environmental Facilities Corporation (“EFC”) through its Water Infrastructure Improvement Program (“WIIA”) is offering \$425 million in grants for clean and drinking water projects to selected municipalities with infrastructure projects that protect health and/or water quality; and

WHEREAS, eligible project examples include but are not limited to water quality infrastructure projects at municipally-owned sewage treatment systems for construction, replacement or repair of infrastructure; and

WHEREAS, a project may be awarded the lesser of \$25,000,000.00 or 25% of net eligible project costs estimated at the time of application; and

WHEREAS, the South Interceptor Sewer Improvements Project (the “Project”) has an estimated total cost of \$15,800,000.00 and the City of Newburgh proposes to apply for and accept if awarded an EFC WIIA Program Grant to fund the design and construction of the Project; and

WHEREAS, such grant funds shall be in an amount not to exceed \$3,900,000.00 with a 25% match to be provided through other funding options, including grants and low interest loans;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to apply for and accept if awarded a New York State Environmental Facilities Corporation Water Infrastructure Improvement Program (“WIIA”) grant in an amount not to exceed \$3,900,000.00 with a 25% match to fund the Long Term Control Plan Phase V South Interceptor Sewer Improvements Project; and that the City Manager be and he is hereby authorized to execute all such grant application forms, contracts and documentation and take such further action as may be appropriate and necessary to accept such grant and administer the program funded thereby.



City of Newburgh

received
6-12-26 (AP)

GRANT APPLICATION FORM

Grant Requestor:

Please complete the following form and submit the form along with either a hard copy of the grant announcement or the grant announcement website address to the City of Newburgh Grants Administrator for processing. You will be notified when your grant request has been approved to be sent for City Council Resolution.

NOTE: All fields are required unless marked "OPTIONAL."

SECTION A. COMPLETED BY GRANT REQUESTOR

NAME OF PROJECT FOR GRANT: South Interceptor Sewer Improvements Project (LTCP Phase-V)	NAME OF DEPARTMENT REQUESTING GRANT: Engineering Department	NAME OF DEPARTMENT HEAD/SPONSOR AUTHORIZING GRANT: Jason Morris – Commissioner of Public Works & City Engineer
NAME OF GRANT/NAME OF AWARDING AGENCY: New York State Department of Environmental Conservation (NYSEFC) – 2026 Water Infrastructure Improvement Program (WIIA)	GRANT SUBMITTAL DATE: July 27, 2026	AMOUNT OF AWARD: Up to \$25 million or 25% of eligible costs, whichever is less
MATCH REQUIRED? IF YES, AMOUNT AND TYPE: (EX. CASH, IN-KIND) Yes, remainder of project costs above and beyond the 25% (approximately \$11.85 million) or less if other grant awards are obtained. Match will be provided by additional grants and future project financing through the New York State Environmental Facilities Corporation (NYSEFC). Financing Application was submitted in September 2025 and will close on financing in 2026. Project is currently listed in the NYSEFC's Intended Use Plan (IUP) for future financing.	AMOUNT REQUIRED BY THE CITY OF NEWBURGH: Up to \$11.85 million in matching funds for this specific grant if the City is awarded full grant amount. Total project costs are estimated at \$15.8 million.	(OPTIONAL) ANY ADDITIONAL GRANT CONDITIONS: Requires a completed Engineering Report, Completed SEQRA, SHPO Documentation, Proof of AFR submission, Bond Resolution & Completed SRF Financing Resolution.



City of Newburgh

GRANT APPLICATION FORM

PROJECT PLAN: The South Interceptor Sewer Improvements Project is a required project listed in the Order on Consent for the City's Long Term CSO Control Plan. The project involves the replacement of an existing 36-inch interceptor sewer with a new, larger 54-inch diameter sewer to increase the flow capacity of the collection system to convey additional combined sewer to the City's wastewater treatment plant for treatment before discharge. These improvements will reduce combined sewer overflows to the Hudson River in accordance with the City's Long Term CSO Control Plan. The preliminary planning phase/engineering report for the project has been completed prior to the consent order milestone date of January 3, 2028. The preliminary estimate for the project is \$15.8 million. The City is currently seeking grant funds and financing to proceed with both design and construction of the project.

Scope of Project: Replacement of the existing South Interceptor Sewer in the area from Regulator No. 2 to the existing manhole in Water Street. Acquisition of real property and easements to facilitate construction.

Key Stakeholders: City of Newburgh, US EPA, NYSDEC, NYSEFC

Project Timeline: Order on Consent Required Compliance Dates as follows:
Completion of Planning Phase = January 3, 2028 (COMPLETED)
Completion of Design Phase = October 3, 2028
Issuance of Notice to Proceed to Construction = April 3, 2029
Construction Completion = December 31, 2030
Operational Startup = December 31, 2030

SECTION B. FOR REVIEW BY CITY COMPTROLLER

GRANT MATCH REQUIREMENT REVIEWED? ☒ YES/NO:

COMMENTS:

IN-KIND SERVICES REQUIREMENT REVIEWED? ☒ YES/NO

COMMENTS:

STAFFING ISSUES REVIEWED? ☒ YES/NO:

COMMENTS:

ANY ADDITIONAL COMMENTS:

[Signature] 6/12/26



City of Newburgh

GRANT APPLICATION FORM

SECTION D: FOR REVIEW BY CORPORATION COUNSEL

→ APPROVED BY CORPORATION COUNSEL FOR RESOLUTION? YES/NO

CORPORATION COUNSEL
SIGNATURE: _____

DATE: _____

DATE RESOLUTION TO BE SENT TO CITY COUNCIL MEETING:

SECTION C: FOR REVIEW BY CITY MANAGER

→ APPROVED BY CITY MANAGER? YES/NO

CITY MANAGER
SIGNATURE: _____

DATE: _____



Environmental Facilities Corporation | Department of Health

GRANT SUMMARY

New York State Water Infrastructure Improvement (WIIA) & Intermunicipal Water Infrastructure Grant (IMG) Programs

OVERVIEW

The New York State Environmental Facilities Corporation (EFC) is offering \$425 million in grants for clean and drinking water projects to selected municipalities with infrastructure projects that protect public health and/or water quality. EFC and the New York State Department of Health (DOH) will evaluate all project applications received by the due date (**4:00 p.m. on Monday, July 27, 2026**) based on certain factors: protection of public health and water quality; median household income; population served; governmental and community support; environmental justice and disadvantaged community considerations; and the readiness of the project to proceed.

PROGRAM CHANGES:

The following change has been made for this round of WIIA/IMG grant funding:

- Funding will be made available for lead service line (LSL) inventory and replacement projects.
- Combined application for projects applying for WIIA/IMG and State Revolving Fund (SRF) financing.
- IMG eligibility will be determined by EFC based on application and applicable required documents.
- Third party grants will not be backed out of total eligible project costs. The net eligible project costs will be total project costs less any contingency included in the application.

AVAILABLE FUNDING

WIIA Clean Water Projects

An applicant with an eligible clean water project(s) may receive WIIA grant funding as described below:

- A project, which includes all phases of the project, may be awarded the lesser of \$25 million or 25% of net eligible project costs estimated at the time of application.
- A project serving a small, rural, and disadvantaged community with a population of 3,500 or less may qualify for an enhanced WIIA award that will fund 50% of net eligible project costs up to \$25 million. To qualify for the enhanced WIIA award, the community must meet the hardship criteria as defined in the [2026 Clean Water Hardship Policy](#).¹

¹ Municipalities will be evaluated based on the criteria set forth in the 2026 Clean Water Hardship Policy using the Statewide MHI set forth in the 2023 American Community Survey. The 2023 ACS Statewide MHI for New York State is \$84,578 which is adjusted for certain counties by a Regional Cost Factor (RCF).

- No more than two projects per municipality can be awarded in the current round. If a municipality applies for more than one project during the current round, EFC will prioritize the projects based on their scores. If more than one project is eligible for an award, EFC will award the highest scoring project first, and if the \$25 million cap per municipality has not been reached, EFC will award a second project 25% of net eligible project costs up to the \$25 million cap.

WIIA Drinking Water Projects

An applicant with an eligible drinking water project may receive WIIA grant funding as described below:

- Emerging Contaminants (EC) Projects:
 - A project addressing emerging contaminants (EC) with Per- and Polyfluoroalkyl substances (PFAS) above a current Federal Maximum Contaminant Level (MCL), or 1,4-dioxane above the current New York State MCL may be awarded 70% of net eligible project costs with no cap; and
 - A project addressing an EC below a current Federal or New York State MCL may be awarded the lesser of \$5 million or 70% of net eligible project costs.
- Lead Service Line (LSL) Projects:
 - A municipality that has not received Infrastructure Investment and Jobs Act (IIJA) LSL Inventory grant funding may be awarded 100% of net eligible project costs up to \$2 million for an LSL inventory project.
 - A municipality that has not received IIJA LSL Replacement grant funding may be awarded 70% of net eligible project costs up to \$10 million for an LSL replacement project. The project must replace the entire lead service line, not just a portion, unless a portion has already been replaced or is concurrently being replaced as part of another project.
 - Only projects whose entire scope and cost are directly related to the inventory or replacement of lead service lines will be considered an LSL project. If any non-LSL related work is included in the project scope, the project will not be considered an LSL project.
- A non-EC or non-LSL project, which includes all phases of the project, may be awarded the lesser of \$5 million or 70% of net eligible project costs.
- A Municipality may apply for a WIIA grant on more than one project, but each municipality is limited to receiving no more than \$5 million per year, unless they have a project(s) that address one or more of the ECs PFAS above a current Federal MCL, 1,4-dioxane above the current New York State MCL, or is for LSL inventory or replacement.
- Excluding EC and LSL projects, municipalities are limited to \$5 million of combined Drinking Water State Revolving Fund (DWSRF) Base grants, DWSRF IIJA General Supplemental grants, and WIIA grants annually.

IMG Clean Water and Drinking Water Projects

Cooperating municipalities with an eligible joint project may receive an IMG grant award as described below:

- The lesser of \$30 million or 40% of net eligible project costs.
- A municipality is limited to receiving one IMG grant per year. There is not a separate application for IMG. EFC and DOH will determine if a project is eligible for an IMG award based on answers submitted in the application and applicable documents uploaded in the application.

ELIGIBILITY REQUIREMENTS

A WIIA grant or IMG grant is available only to a municipality, which is defined to include a county, city, town, village, district corporation, county or town improvement district, school district, Indian nation or tribe recognized by the state or the United States with a reservation wholly or partly within the boundaries of New York State, any public benefit corporation or public authority established pursuant to the laws of New York or any agency of the State that is empowered to construct and operate a water quality infrastructure project.

Eligible projects include water quality infrastructure projects at municipally-owned sewage treatment works² OR municipally-owned public water systems³ for:

- Construction, replacement, or repair of infrastructure;
- Upgrades to comply with environmental and public health laws and regulations related to water quality;
- System upgrades and innovative pilot technologies to combat one or more EC, such as PFAS and 1,4 dioxane;
- System upgrades to address combined and/or sanitary sewer overflow impacts from sustained rain events; and
- LSL inventory and replacement.

Each WIIA and IMG project must meet the following criteria:

- Result in construction for the requested scope;
- Not be for the construction of infrastructure that exclusively supports residential or commercial development;
- Must not have issued a Notice to Proceed before October 1, 2024 for construction of the project;
- Not have completed construction before June 10, 2026; and
- Include the applicable EFC terms and conditions in all contracts.

² Sewage treatment works as defined in ECL § 17-1903.

³ Eligible project as defined in paragraphs (a), (b), (c), and (e) of subdivision 4 of § 1160 of the Public Health Law.

Each IMG project must meet the following criteria:

- Serve multiple municipalities;
- Be a shared drinking water or sewage treatment infrastructure project, such as:
 - More than one municipality jointly undertaking a capital improvement project,
 - Consolidation of intermunicipal facilities,
 - Joint upgrades to shared water quality infrastructure,
 - Regional wastewater or water facilities, or
 - Interconnection of multiple municipal water systems.
- Have a valid and binding project Intermunicipal Agreement (IMA) between at least two cooperating municipalities for the financing and implementation of the IMG project that describes the proposed project, the role of each municipality, and the costs attributable to each municipality; and
- Designate a “lead municipality” that applies on behalf of all cooperating municipalities.

PROGRAM REQUIREMENTS

Program requirements for WIIA and IMG recipients include minority- and women-owned business enterprise (MWBE) participation, equal employment opportunity (EEO), service-disabled veteran-owned business (SDVOB) participation, smart growth, and environmental review.

There are additional program requirements for recipients of WIIA and IMG grants that also utilize SRF financial assistance. These requirements include procurement of Architectural/Engineering (A/E) services, American Iron and Steel (AIS), and Davis-Bacon federal prevailing wage requirements.

All contracts entered into by recipients that are to be paid for with WIIA funds, IMG funds, or SRF financial assistance must demonstrate compliance with EFC’s program requirements and must include the required contractual language from the applicable [Terms and Conditions](#) in all contracts. Any contracts that do not include the required contractual language, including those executed prior to grant application, will be disqualified from funding.

Additional information on program requirements is available on EFC’s website at www.efc.ny.gov, including EFC’s terms and conditions and the current Intended Use Plans for the SRF programs.

Please Note: Projects co-funded with IJIA federal grant or loan funds are subject to additional federal programmatic requirements.

APPLICATIONS

Applicants who would like to be considered for a WIIA and/or IMG grant must submit a grant application and the following required documentation to EFC **no later than 4:00 p.m. on Monday, July 27, 2026**:

- Engineering Report⁴, including a current project schedule and budget
- Complete Environmental Review Documentation
- State Historic Preservation Office (SHPO) Project Review Determination Letter
- Bond/Authorizing Resolution⁵:
 - *Bond Resolution*: If debt will finance any portion of the project, you must submit a bond resolution that includes the total project costs to be financed, including any SRF financing, and appropriating the local match source.
 - *Authorizing Resolution*: If debt will not be issued to finance any portion of the project, you must submit a resolution that authorizes the undertaking of the project and the total funding appropriated for the project, including the appropriation of any local match source. The resolution must also designate a representative of the applicant who is authorized to sign the funding agreement with EFC and any associated documents.
- If the project is under construction, provide executed construction contract(s) that include the applicable EFC terms and conditions.
- If a joint project, a valid and binding Intermunicipal Agreement (IMA) between at least two cooperating municipalities for the funding and implementation of the project and prescribing the responsibilities of all parties in relation to the project.

Applications must be submitted using the online Application Form located on EFC's website at www.efc.ny.gov/WIIA. Applications that are submitted without all required information and documentation will be deemed unacceptable and will not be processed. **Please note:** even if you believe the same documentation has been submitted before, you must include the documentation with the application for it to be considered.

⁴ The Engineering Report for projects must conform to EFC's Engineering Report Outline for [clean water projects, drinking water projects, or lead service line projects](#).

⁵ For certain WIIA/IMG Grant Only applications (e.g., sewer or water districts), please note the following: Certain applicants may not have the authority to incur debt on their own and pass a bond resolution but may plan to finance the balance of their project with debt issued by a third-party governing municipality. In such a case, an authorizing resolution from the applicant is required with the initial application which formally requests the governing municipality adopt a bond resolution for the project. The bond resolution from the governing municipality, if not adopted at the time of the application, must be received by EFC no later than 6 months from the date of any WIIA award to the applicant.

CONTACT US

Please direct all questions about the WIIA or IMG grant programs and application to:

Máire Cunningham
New York State Environmental Facilities Corporation
625 Broadway
Albany, New York 12207-2997
Phone: (518) 402-6924
E-mail: NYSWaterGrants@efc.ny.gov

RESOLUTION NO.: 139 - 2026

OF

JULY 13, 2026

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT
IF AWARDED A NEW YORK STATE ENVIRONMENTAL FACILITIES CORPORATION
WATER INFRASTRUCTURE IMPROVEMENT PROGRAM GRANT
NOT TO EXCEED \$4,400,000.00 WITH A 25% MATCH FOR
THE DESIGN AND CONSTRUCTION OF THE WEST TRUNK SEWER
REHABILITATION CONTRACT NO. 3 PROJECT**

WHEREAS, the New York State Environmental Facilities Corporation (“EFC”) through its Water Infrastructure Improvement Program (“WIIA”) is offering \$425 million in grants for clean and drinking water projects to selected municipalities with infrastructure projects that protect health and/or water quality; and

WHEREAS, eligible project examples include but are not limited to water quality infrastructure projects at municipally-owned sewage treatment systems for construction, replacement or repair of infrastructure; and

WHEREAS, a project may be awarded the lesser of \$25,000,000.00 or 25% of net eligible project costs estimated at the time of application; and

WHEREAS, the West Trunk Sewer Rehabilitation Contract No. 3 (the “Project”) has an estimated total cost of \$17,600,000.00 and the City of Newburgh proposes to apply for and accept if awarded an EFC WIIA Program Grant to fund the design and construction of the Project; and

WHEREAS, such grant funds shall be in an amount not to exceed \$4,400,000.00 with a 25% match to be provided through other funding options, including grants and low interest loans;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to apply for and accept if awarded a New York State Environmental Facilities Corporation Water Infrastructure Improvement Program (“WIIA”) grant in an amount not to exceed \$4,400,000.00 with a 25% match to fund the West Trunk Sewer Rehabilitation Contract No. 3 Project; and that the City Manager be and he is hereby authorized to execute all such grant application forms, contracts and documentation and take such further action as may be appropriate and necessary to accept such grant and administer the program funded thereby.



City of Newburgh

GRANT APPLICATION FORM

received
6-12-26 *AK*

Grant Requestor:

Please complete the following form and submit the form along with either a hard copy of the grant announcement or the grant announcement website address to the City of Newburgh Grants Administrator for processing. You will be notified when your grant request has been approved to be sent for City Council Resolution.

NOTE: All fields are required unless marked "OPTIONAL."

SECTION A. COMPLETED BY GRANT REQUESTOR

NAME OF PROJECT FOR GRANT: West Trunk Sewer – Contract No. 3	NAME OF DEPARTMENT REQUESTING GRANT: Engineering Department	NAME OF DEPARTMENT HEAD/SPONSOR AUTHORIZING GRANT: Jason Morris – Commissioner of Public Works & City Engineer
NAME OF GRANT/NAME OF AWARDING AGENCY: New York State Department of Environmental Conservation (NYSEFC) – 2026 Water Infrastructure Improvement Program (WIIA)	GRANT SUBMITTAL DATE: July 27, 2026	AMOUNT OF AWARD: Up to \$25 million or 25% of eligible costs, whichever is less
MATCH REQUIRED? IF YES, AMOUNT AND TYPE: (EX. CASH, IN-KIND) Yes, remainder of project costs above and beyond the 25% (approximately \$4.4 million) award, or less if other grant awards are obtained. Match will be provided by additional grants and future project financing through the New York State Environmental Facilities Corporation (NYSEFC). Financing Application was submitted in September 2025 and will close on financing in 2026. Project is currently listed in the NYSEFC's Intended Use Plan (IUP) for future financing.	AMOUNT REQUIRED BY THE CITY OF NEWBURGH: Up to \$13.2 million in matching funds and for the balance of the project costs for this specific grant, if the City is awarded full grant amount of \$4.4 million. Total project costs are estimated at \$17.6 million.	(OPTIONAL) ANY ADDITIONAL GRANT CONDITIONS: Requires a completed Engineering Report, Completed SEQRA, SHPO Documentation, Proof of AFR submission, Bond Resolution & Completed SRF Financing Resolution.



City of Newburgh

GRANT APPLICATION FORM

PROJECT PLAN: The West Trunk Sewer – Contract No. 3 project involves the partial rehabilitation and partial replacement of an existing 54-inch brick sewer originally constructed in 1880. During previous investigation work with robotic camera equipment, the City observed a significant deficiency in the existing 54-inch brick sewer main in the area between Lake Drive and Little Britain Road. This deficiency could result in a complete collapse of the sewer main. The preliminary estimate for the project is \$17.6 million. The City is currently seeking grant funds and financing to proceed with both design and construction of the project.

Scope of Project: Rehabilitation and replacement of an existing 54 inch brick sewer known as the West Trunk Sewer.

Key Stakeholders: City of Newburgh, NYSDEC, NYSEFC

Project Timeline:

Completion of Design Phase = June 2027

Issuance of Notice to Proceed to Construction = April 2028

Construction Completion = December 31, 2028

Operational Startup = December 31, 2028

SECTION B. FOR REVIEW BY CITY COMPTROLLER

GRANT MATCH REQUIREMENT REVIEWED? YES/NO:

COMMENTS:

IN-KIND SERVICES REQUIREMENT REVIEWED? YES/NO

COMMENTS:

STAFFING ISSUES REVIEWED? YES/NO:

COMMENTS:

ANY ADDITIONAL COMMENTS:

[Signature]

6/12/26

SECTION D: FOR REVIEW BY CORPORATION COUNSEL

→ APPROVED BY CORPORATION COUNSEL FOR RESOLUTION? YES/NO



City of Newburgh

GRANT APPLICATION FORM

CORPORATION COUNSEL
SIGNATURE: _____

DATE: _____

6/12/24

July Council Meeting cycle

DATE RESOLUTION TO BE SENT TO CITY COUNCIL MEETING:

SECTION C: FOR REVIEW BY CITY MANAGER

→ APPROVED BY CITY MANAGER? YES/NO

CITY MANAGER
SIGNATURE: _____

DATE: _____

6-12-26



Environmental Facilities Corporation | Department of Health

GRANT SUMMARY

New York State Water Infrastructure Improvement (WIIA) & Intermunicipal Water Infrastructure Grant (IMG) Programs

OVERVIEW

The New York State Environmental Facilities Corporation (EFC) is offering \$425 million in grants for clean and drinking water projects to selected municipalities with infrastructure projects that protect public health and/or water quality. EFC and the New York State Department of Health (DOH) will evaluate all project applications received by the due date (**4:00 p.m. on Monday, July 27, 2026**) based on certain factors: protection of public health and water quality; median household income; population served; governmental and community support; environmental justice and disadvantaged community considerations; and the readiness of the project to proceed.

PROGRAM CHANGES:

The following change has been made for this round of WIIA/IMG grant funding:

- Funding will be made available for lead service line (LSL) inventory and replacement projects.
- Combined application for projects applying for WIIA/IMG and State Revolving Fund (SRF) financing.
- IMG eligibility will be determined by EFC based on application and applicable required documents.
- Third party grants will not be backed out of total eligible project costs. The net eligible project costs will be total project costs less any contingency included in the application.

AVAILABLE FUNDING

WIIA Clean Water Projects

An applicant with an eligible clean water project(s) may receive WIIA grant funding as described below:

- A project, which includes all phases of the project, may be awarded the lesser of \$25 million or 25% of net eligible project costs estimated at the time of application.
- A project serving a small, rural, and disadvantaged community with a population of 3,500 or less may qualify for an enhanced WIIA award that will fund 50% of net eligible project costs up to \$25 million. To qualify for the enhanced WIIA award, the community must meet the hardship criteria as defined in the [2026 Clean Water Hardship Policy](#).¹

¹ Municipalities will be evaluated based on the criteria set forth in the 2026 Clean Water Hardship Policy using the Statewide MHI set forth in the 2023 American Community Survey. The 2023 ACS Statewide MHI for New York State is \$84,578 which is adjusted for certain counties by a Regional Cost Factor (RCF).

- No more than two projects per municipality can be awarded in the current round. If a municipality applies for more than one project during the current round, EFC will prioritize the projects based on their scores. If more than one project is eligible for an award, EFC will award the highest scoring project first, and if the \$25 million cap per municipality has not been reached, EFC will award a second project 25% of net eligible project costs up to the \$25 million cap.

WIIA Drinking Water Projects

An applicant with an eligible drinking water project may receive WIIA grant funding as described below:

- Emerging Contaminants (EC) Projects:
 - A project addressing emerging contaminants (EC) with Per- and Polyfluoroalkyl substances (PFAS) above a current Federal Maximum Contaminant Level (MCL), or 1,4-dioxane above the current New York State MCL may be awarded 70% of net eligible project costs with no cap; and
 - A project addressing an EC below a current Federal or New York State MCL may be awarded the lesser of \$5 million or 70% of net eligible project costs.
- Lead Service Line (LSL) Projects:
 - A municipality that has not received Infrastructure Investment and Jobs Act (IIJA) LSL Inventory grant funding may be awarded 100% of net eligible project costs up to \$2 million for an LSL inventory project.
 - A municipality that has not received IIJA LSL Replacement grant funding may be awarded 70% of net eligible project costs up to \$10 million for an LSL replacement project. The project must replace the entire lead service line, not just a portion, unless a portion has already been replaced or is concurrently being replaced as part of another project.
 - Only projects whose entire scope and cost are directly related to the inventory or replacement of lead service lines will be considered an LSL project. If any non-LSL related work is included in the project scope, the project will not be considered an LSL project.
- A non-EC or non-LSL project, which includes all phases of the project, may be awarded the lesser of \$5 million or 70% of net eligible project costs.
- A Municipality may apply for a WIIA grant on more than one project, but each municipality is limited to receiving no more than \$5 million per year, unless they have a project(s) that address one or more of the ECs PFAS above a current Federal MCL, 1,4-dioxane above the current New York State MCL, or is for LSL inventory or replacement.
- Excluding EC and LSL projects, municipalities are limited to \$5 million of combined Drinking Water State Revolving Fund (DWSRF) Base grants, DWSRF IIJA General Supplemental grants, and WIIA grants annually.

IMG Clean Water and Drinking Water Projects

Cooperating municipalities with an eligible joint project may receive an IMG grant award as described below:

- The lesser of \$30 million or 40% of net eligible project costs.
- A municipality is limited to receiving one IMG grant per year. There is not a separate application for IMG. EFC and DOH will determine if a project is eligible for an IMG award based on answers submitted in the application and applicable documents uploaded in the application.

ELIGIBILITY REQUIREMENTS

A WIIA grant or IMG grant is available only to a municipality, which is defined to include a county, city, town, village, district corporation, county or town improvement district, school district, Indian nation or tribe recognized by the state or the United States with a reservation wholly or partly within the boundaries of New York State, any public benefit corporation or public authority established pursuant to the laws of New York or any agency of the State that is empowered to construct and operate a water quality infrastructure project.

Eligible projects include water quality infrastructure projects at municipally-owned sewage treatment works² OR municipally-owned public water systems³ for:

- Construction, replacement, or repair of infrastructure;
- Upgrades to comply with environmental and public health laws and regulations related to water quality;
- System upgrades and innovative pilot technologies to combat one or more EC, such as PFAS and 1,4 dioxane;
- System upgrades to address combined and/or sanitary sewer overflow impacts from sustained rain events; and
- LSL inventory and replacement.

Each WIIA and IMG project must meet the following criteria:

- Result in construction for the requested scope;
- Not be for the construction of infrastructure that exclusively supports residential or commercial development;
- Must not have issued a Notice to Proceed before October 1, 2024 for construction of the project;
- Not have completed construction before June 10, 2026; and
- Include the applicable EFC terms and conditions in all contracts.

² Sewage treatment works as defined in ECL § 17-1903.

³ Eligible project as defined in paragraphs (a), (b), (c), and (e) of subdivision 4 of § 1160 of the Public Health Law.

Each IMG project must meet the following criteria:

- Serve multiple municipalities;
- Be a shared drinking water or sewage treatment infrastructure project, such as:
 - More than one municipality jointly undertaking a capital improvement project,
 - Consolidation of intermunicipal facilities,
 - Joint upgrades to shared water quality infrastructure,
 - Regional wastewater or water facilities, or
 - Interconnection of multiple municipal water systems.
- Have a valid and binding project Intermunicipal Agreement (IMA) between at least two cooperating municipalities for the financing and implementation of the IMG project that describes the proposed project, the role of each municipality, and the costs attributable to each municipality; and
- Designate a “lead municipality” that applies on behalf of all cooperating municipalities.

PROGRAM REQUIREMENTS

Program requirements for WIIA and IMG recipients include minority- and women-owned business enterprise (MWBE) participation, equal employment opportunity (EEO), service-disabled veteran-owned business (SDVOB) participation, smart growth, and environmental review.

There are additional program requirements for recipients of WIIA and IMG grants that also utilize SRF financial assistance. These requirements include procurement of Architectural/Engineering (A/E) services, American Iron and Steel (AIS), and Davis-Bacon federal prevailing wage requirements.

All contracts entered into by recipients that are to be paid for with WIIA funds, IMG funds, or SRF financial assistance must demonstrate compliance with EFC’s program requirements and must include the required contractual language from the applicable [Terms and Conditions](#) in all contracts. Any contracts that do not include the required contractual language, including those executed prior to grant application, will be disqualified from funding.

Additional information on program requirements is available on EFC’s website at www.efc.ny.gov, including EFC’s terms and conditions and the current Intended Use Plans for the SRF programs.

Please Note: Projects co-funded with IJJA federal grant or loan funds are subject to additional federal programmatic requirements.

APPLICATIONS

Applicants who would like to be considered for a WIIA and/or IMG grant must submit a grant application and the following required documentation to EFC **no later than 4:00 p.m. on Monday, July 27, 2026**:

- Engineering Report⁴, including a current project schedule and budget
- Complete Environmental Review Documentation
- State Historic Preservation Office (SHPO) Project Review Determination Letter
- Bond/Authorizing Resolution⁵:
 - *Bond Resolution*: If debt will finance any portion of the project, you must submit a bond resolution that includes the total project costs to be financed, including any SRF financing, and appropriating the local match source.
 - *Authorizing Resolution*: If debt will not be issued to finance any portion of the project, you must submit a resolution that authorizes the undertaking of the project and the total funding appropriated for the project, including the appropriation of any local match source. The resolution must also designate a representative of the applicant who is authorized to sign the funding agreement with EFC and any associated documents.
- If the project is under construction, provide executed construction contract(s) that include the applicable EFC terms and conditions.
- If a joint project, a valid and binding Intermunicipal Agreement (IMA) between at least two cooperating municipalities for the funding and implementation of the project and prescribing the responsibilities of all parties in relation to the project.

Applications must be submitted using the online Application Form located on EFC's website at www.efc.ny.gov/WIIA. Applications that are submitted without all required information and documentation will be deemed unacceptable and will not be processed. **Please note:** even if you believe the same documentation has been submitted before, you must include the documentation with the application for it to be considered.

⁴ The Engineering Report for projects must conform to EFC's Engineering Report Outline for [clean water projects, drinking water projects, or lead service line projects](#).

⁵ For certain WIIA/IMG Grant Only applications (e.g., sewer or water districts), please note the following: Certain applicants may not have the authority to incur debt on their own and pass a bond resolution but may plan to finance the balance of their project with debt issued by a third-party governing municipality. In such a case, an authorizing resolution from the applicant is required with the initial application which formally requests the governing municipality adopt a bond resolution for the project. The bond resolution from the governing municipality, if not adopted at the time of the application, must be received by EFC no later than 6 months from the date of any WIIA award to the applicant.

CONTACT US

Please direct all questions about the WIIA or IMG grant programs and application to:

Máire Cunningham
New York State Environmental Facilities Corporation
625 Broadway
Albany, New York 12207-2997
Phone: (518) 402-6924
E-mail: NYSWaterGrants@efc.ny.gov



City of Newburgh

GRANT APPLICATION FORM

received
6-12-26 *AK*

Grant Requestor:

Please complete the following form and submit the form along with either a hard copy of the grant announcement or the grant announcement website address to the City of Newburgh Grants Administrator for processing. You will be notified when your grant request has been approved to be sent for City Council Resolution.

NOTE: All fields are required unless marked "OPTIONAL."

SECTION A. COMPLETED BY GRANT REQUESTOR

NAME OF PROJECT FOR GRANT: West Trunk Sewer – Contract No. 3	NAME OF DEPARTMENT REQUESTING GRANT: Engineering Department	NAME OF DEPARTMENT HEAD/SPONSOR AUTHORIZING GRANT: Jason Morris – Commissioner of Public Works & City Engineer
NAME OF GRANT/NAME OF AWARDING AGENCY: New York State Department of Environmental Conservation (NYSEFC) – 2026 Water Infrastructure Improvement Program (WIIA)	GRANT SUBMITTAL DATE: July 27, 2026	AMOUNT OF AWARD: Up to \$25 million or 25% of eligible costs, whichever is less
MATCH REQUIRED? IF YES, AMOUNT AND TYPE: (EX. CASH, IN-KIND) Yes, remainder of project costs above and beyond the 25% (approximately \$4.4 million) award, or less if other grant awards are obtained. Match will be provided by additional grants and future project financing through the New York State Environmental Facilities Corporation (NYSEFC). Financing Application was submitted in September 2025 and will close on financing in 2026. Project is currently listed in the NYSEFC's Intended Use Plan (IUP) for future financing.	AMOUNT REQUIRED BY THE CITY OF NEWBURGH: Up to \$13.2 million in matching funds and for the balance of the project costs for this specific grant, if the City is awarded full grant amount of \$4.4 million. Total project costs are estimated at \$17.6 million.	(OPTIONAL) ANY ADDITIONAL GRANT CONDITIONS: Requires a completed Engineering Report, Completed SEQRA, SHPO Documentation, Proof of AFR submission, Bond Resolution & Completed SRF Financing Resolution.



City of Newburgh

GRANT APPLICATION FORM

PROJECT PLAN: The West Trunk Sewer – Contract No. 3 project involves the partial rehabilitation and partial replacement of an existing 54-inch brick sewer originally constructed in 1880. During previous investigation work with robotic camera equipment, the City observed a significant deficiency in the existing 54-inch brick sewer main in the area between Lake Drive and Little Britain Road. This deficiency could result in a complete collapse of the sewer main. The preliminary estimate for the project is \$17.6 million. The City is currently seeking grant funds and financing to proceed with both design and construction of the project.

Scope of Project: Rehabilitation and replacement of an existing 54 inch brick sewer known as the West Trunk Sewer.

Key Stakeholders: City of Newburgh, NYSDEC, NYSEFC

Project Timeline:

Completion of Design Phase = June 2027

Issuance of Notice to Proceed to Construction = April 2028

Construction Completion = December 31, 2028

Operational Startup = December 31, 2028

SECTION B. FOR REVIEW BY CITY COMPTROLLER

GRANT MATCH REQUIREMENT REVIEWED? YES/NO:

COMMENTS:

IN-KIND SERVICES REQUIREMENT REVIEWED? YES/NO

COMMENTS:

STAFFING ISSUES REVIEWED? YES/NO:

COMMENTS:

ANY ADDITIONAL COMMENTS:

[Signature]

6/12/26

SECTION D: FOR REVIEW BY CORPORATION COUNSEL

→ APPROVED BY CORPORATION COUNSEL FOR RESOLUTION? YES/NO



City of Newburgh

GRANT APPLICATION FORM

CORPORATION COUNSEL
SIGNATURE: _____

DATE: _____

6/12/24

July Council Meeting cycle

DATE RESOLUTION TO BE SENT TO CITY COUNCIL MEETING:

SECTION C: FOR REVIEW BY CITY MANAGER

→ APPROVED BY CITY MANAGER? YES/NO

CITY MANAGER
SIGNATURE: _____

DATE: _____

6-12-26



Environmental Facilities Corporation | Department of Health

GRANT SUMMARY

New York State Water Infrastructure Improvement (WIIA) & Intermunicipal Water Infrastructure Grant (IMG) Programs

OVERVIEW

The New York State Environmental Facilities Corporation (EFC) is offering \$425 million in grants for clean and drinking water projects to selected municipalities with infrastructure projects that protect public health and/or water quality. EFC and the New York State Department of Health (DOH) will evaluate all project applications received by the due date (**4:00 p.m. on Monday, July 27, 2026**) based on certain factors: protection of public health and water quality; median household income; population served; governmental and community support; environmental justice and disadvantaged community considerations; and the readiness of the project to proceed.

PROGRAM CHANGES:

The following change has been made for this round of WIIA/IMG grant funding:

- Funding will be made available for lead service line (LSL) inventory and replacement projects.
- Combined application for projects applying for WIIA/IMG and State Revolving Fund (SRF) financing.
- IMG eligibility will be determined by EFC based on application and applicable required documents.
- Third party grants will not be backed out of total eligible project costs. The net eligible project costs will be total project costs less any contingency included in the application.

AVAILABLE FUNDING

WIIA Clean Water Projects

An applicant with an eligible clean water project(s) may receive WIIA grant funding as described below:

- A project, which includes all phases of the project, may be awarded the lesser of \$25 million or 25% of net eligible project costs estimated at the time of application.
- A project serving a small, rural, and disadvantaged community with a population of 3,500 or less may qualify for an enhanced WIIA award that will fund 50% of net eligible project costs up to \$25 million. To qualify for the enhanced WIIA award, the community must meet the hardship criteria as defined in the [2026 Clean Water Hardship Policy](#).¹

¹ Municipalities will be evaluated based on the criteria set forth in the 2026 Clean Water Hardship Policy using the Statewide MHI set forth in the 2023 American Community Survey. The 2023 ACS Statewide MHI for New York State is \$84,578 which is adjusted for certain counties by a Regional Cost Factor (RCF).

- No more than two projects per municipality can be awarded in the current round. If a municipality applies for more than one project during the current round, EFC will prioritize the projects based on their scores. If more than one project is eligible for an award, EFC will award the highest scoring project first, and if the \$25 million cap per municipality has not been reached, EFC will award a second project 25% of net eligible project costs up to the \$25 million cap.

WIIA Drinking Water Projects

An applicant with an eligible drinking water project may receive WIIA grant funding as described below:

- Emerging Contaminants (EC) Projects:
 - A project addressing emerging contaminants (EC) with Per- and Polyfluoroalkyl substances (PFAS) above a current Federal Maximum Contaminant Level (MCL), or 1,4-dioxane above the current New York State MCL may be awarded 70% of net eligible project costs with no cap; and
 - A project addressing an EC below a current Federal or New York State MCL may be awarded the lesser of \$5 million or 70% of net eligible project costs.
- Lead Service Line (LSL) Projects:
 - A municipality that has not received Infrastructure Investment and Jobs Act (IIJA) LSL Inventory grant funding may be awarded 100% of net eligible project costs up to \$2 million for an LSL inventory project.
 - A municipality that has not received IIJA LSL Replacement grant funding may be awarded 70% of net eligible project costs up to \$10 million for an LSL replacement project. The project must replace the entire lead service line, not just a portion, unless a portion has already been replaced or is concurrently being replaced as part of another project.
 - Only projects whose entire scope and cost are directly related to the inventory or replacement of lead service lines will be considered an LSL project. If any non-LSL related work is included in the project scope, the project will not be considered an LSL project.
- A non-EC or non-LSL project, which includes all phases of the project, may be awarded the lesser of \$5 million or 70% of net eligible project costs.
- A Municipality may apply for a WIIA grant on more than one project, but each municipality is limited to receiving no more than \$5 million per year, unless they have a project(s) that address one or more of the ECs PFAS above a current Federal MCL, 1,4-dioxane above the current New York State MCL, or is for LSL inventory or replacement.
- Excluding EC and LSL projects, municipalities are limited to \$5 million of combined Drinking Water State Revolving Fund (DWSRF) Base grants, DWSRF IIJA General Supplemental grants, and WIIA grants annually.

IMG Clean Water and Drinking Water Projects

Cooperating municipalities with an eligible joint project may receive an IMG grant award as described below:

- The lesser of \$30 million or 40% of net eligible project costs.
- A municipality is limited to receiving one IMG grant per year. There is not a separate application for IMG. EFC and DOH will determine if a project is eligible for an IMG award based on answers submitted in the application and applicable documents uploaded in the application.

ELIGIBILITY REQUIREMENTS

A WIIA grant or IMG grant is available only to a municipality, which is defined to include a county, city, town, village, district corporation, county or town improvement district, school district, Indian nation or tribe recognized by the state or the United States with a reservation wholly or partly within the boundaries of New York State, any public benefit corporation or public authority established pursuant to the laws of New York or any agency of the State that is empowered to construct and operate a water quality infrastructure project.

Eligible projects include water quality infrastructure projects at municipally-owned sewage treatment works² OR municipally-owned public water systems³ for:

- Construction, replacement, or repair of infrastructure;
- Upgrades to comply with environmental and public health laws and regulations related to water quality;
- System upgrades and innovative pilot technologies to combat one or more EC, such as PFAS and 1,4 dioxane;
- System upgrades to address combined and/or sanitary sewer overflow impacts from sustained rain events; and
- LSL inventory and replacement.

Each WIIA and IMG project must meet the following criteria:

- Result in construction for the requested scope;
- Not be for the construction of infrastructure that exclusively supports residential or commercial development;
- Must not have issued a Notice to Proceed before October 1, 2024 for construction of the project;
- Not have completed construction before June 10, 2026; and
- Include the applicable EFC terms and conditions in all contracts.

² Sewage treatment works as defined in ECL § 17-1903.

³ Eligible project as defined in paragraphs (a), (b), (c), and (e) of subdivision 4 of § 1160 of the Public Health Law.

Each IMG project must meet the following criteria:

- Serve multiple municipalities;
- Be a shared drinking water or sewage treatment infrastructure project, such as:
 - More than one municipality jointly undertaking a capital improvement project,
 - Consolidation of intermunicipal facilities,
 - Joint upgrades to shared water quality infrastructure,
 - Regional wastewater or water facilities, or
 - Interconnection of multiple municipal water systems.
- Have a valid and binding project Intermunicipal Agreement (IMA) between at least two cooperating municipalities for the financing and implementation of the IMG project that describes the proposed project, the role of each municipality, and the costs attributable to each municipality; and
- Designate a “lead municipality” that applies on behalf of all cooperating municipalities.

PROGRAM REQUIREMENTS

Program requirements for WIIA and IMG recipients include minority- and women-owned business enterprise (MWBE) participation, equal employment opportunity (EEO), service-disabled veteran-owned business (SDVOB) participation, smart growth, and environmental review.

There are additional program requirements for recipients of WIIA and IMG grants that also utilize SRF financial assistance. These requirements include procurement of Architectural/Engineering (A/E) services, American Iron and Steel (AIS), and Davis-Bacon federal prevailing wage requirements.

All contracts entered into by recipients that are to be paid for with WIIA funds, IMG funds, or SRF financial assistance must demonstrate compliance with EFC’s program requirements and must include the required contractual language from the applicable [Terms and Conditions](#) in all contracts. Any contracts that do not include the required contractual language, including those executed prior to grant application, will be disqualified from funding.

Additional information on program requirements is available on EFC’s website at www.efc.ny.gov, including EFC’s terms and conditions and the current Intended Use Plans for the SRF programs.

Please Note: Projects co-funded with IJIA federal grant or loan funds are subject to additional federal programmatic requirements.

APPLICATIONS

Applicants who would like to be considered for a WIIA and/or IMG grant must submit a grant application and the following required documentation to EFC **no later than 4:00 p.m. on Monday, July 27, 2026**:

- Engineering Report⁴, including a current project schedule and budget
- Complete Environmental Review Documentation
- State Historic Preservation Office (SHPO) Project Review Determination Letter
- Bond/Authorizing Resolution⁵:
 - *Bond Resolution*: If debt will finance any portion of the project, you must submit a bond resolution that includes the total project costs to be financed, including any SRF financing, and appropriating the local match source.
 - *Authorizing Resolution*: If debt will not be issued to finance any portion of the project, you must submit a resolution that authorizes the undertaking of the project and the total funding appropriated for the project, including the appropriation of any local match source. The resolution must also designate a representative of the applicant who is authorized to sign the funding agreement with EFC and any associated documents.
- If the project is under construction, provide executed construction contract(s) that include the applicable EFC terms and conditions.
- If a joint project, a valid and binding Intermunicipal Agreement (IMA) between at least two cooperating municipalities for the funding and implementation of the project and prescribing the responsibilities of all parties in relation to the project.

Applications must be submitted using the online Application Form located on EFC's website at www.efc.ny.gov/WIIA. Applications that are submitted without all required information and documentation will be deemed unacceptable and will not be processed. **Please note:** even if you believe the same documentation has been submitted before, you must include the documentation with the application for it to be considered.

⁴ The Engineering Report for projects must conform to EFC's Engineering Report Outline for [clean water projects, drinking water projects, or lead service line projects](#).

⁵ For certain WIIA/IMG Grant Only applications (e.g., sewer or water districts), please note the following: Certain applicants may not have the authority to incur debt on their own and pass a bond resolution but may plan to finance the balance of their project with debt issued by a third-party governing municipality. In such a case, an authorizing resolution from the applicant is required with the initial application which formally requests the governing municipality adopt a bond resolution for the project. The bond resolution from the governing municipality, if not adopted at the time of the application, must be received by EFC no later than 6 months from the date of any WIIA award to the applicant.

CONTACT US

Please direct all questions about the WIIA or IMG grant programs and application to:

Máire Cunningham
New York State Environmental Facilities Corporation
625 Broadway
Albany, New York 12207-2997
Phone: (518) 402-6924
E-mail: NYSWaterGrants@efc.ny.gov

RESOLUTION NO.: 140 - 2026

OF

JULY 13, 2026

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ACCEPT A PROPOSAL AND EXECUTE AN AGREEMENT WITH
QUALITY ENVIRONMENTAL SOLUTIONS & TECHNOLOGIES, INC. (QUES&T)
FOR A LIMITED ASBESTOS BULK SAMPLING SURVEY
FOR THE RECREATION DEPARTMENT QUONSET HUTS AT A COST OF \$923.00**

WHEREAS, the City of Newburgh wishes to accept a proposal and execute an agreement with Quality Environmental Solutions & Technologies, Inc. (QUES&T) for a limited asbestos bulk sampling survey for the Recreation Department Quonset Huts located at Delano-Hitch Park; and

WHEREAS, the proposal provides for services that include the inspection, testing and sampling analysis, and the preparation of a report; and

WHEREAS, the cost for these services will be \$923.00 which shall be derived from A.1440.0455 – Consultant Services; and

WHEREAS, the City Council has reviewed the annexed proposal and has determined that such work would be in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept a proposal and execute an agreement with Quality Environmental Solutions & Technologies, Inc. for a limited asbestos survey bulk sampling for the Recreation Department Quonset Huts located at Delano-Hitch Park in the amount of exceed \$923.00.

QuES&T

Quality Environmental Solutions & Technologies, Inc.

June 24, 2026

City of Newburgh
83 Broadway,
Newburgh, NY 12550

Re.: Recreation Department – Quonset Huts
401 Washington Street, Newburgh, NY 12550
Pre-Demolition Asbestos Survey

Dear Mr. Morris,

Quality Environmental Solutions & Technologies, Inc. (QuES&T) is pleased to submit the attached proposal to conduct a Pre-Demolition Asbestos Survey in support of the upcoming demolition project of the two structures located at 401 Washington Street, Newburgh, NY. The inspection will include the testing of all suspect materials throughout the subject property.

QuES&T is a NYS Certified Minority Business Enterprise committed to remaining a leader in the environmental training and technical consulting industry. **QuES&T's** extensive Nuclear Power Industry experience makes us uniquely qualified to provide technical support in state-of-the-art techniques for engineering and contamination control. Additionally, this experience enables us to integrate the essential concepts of "critical path" schedules and minimizing personnel exposures while maintaining a high level of attention to the specific details of each project. **QuES&T** personnel satisfy numerous ANSI and NUREG experience requirements of the Nuclear Regulatory Commission. Our staff has served in various capacities in the Health Physics and Nuclear Engineering disciplines in operational power reactors, nuclear powered vessels, radio-pharmaceuticals and government prototypes.

We are confident you recognize that selection of a qualified technical consultant for professional services, such as pre-construction inspection, project design, project management and air monitoring, represents a step as critical as selecting a reputable environmental remediation contractor. **QuES&T** feels strongly that the success of any remediation project is defined primarily in the planning and design phase. A technically sound project design combined with proper oversight provides the most cost-effective solution and ensures the gains recognized are not at the expense of future liability to you.

In this regard, **QuES&T** has successfully completed remediation projects, for our client companies, in support of Nuclear and Fossil commercial power plant maintenance outages, facility renovation and demolition, cGMP facility upgrades, recovery from contamination following catastrophic events (e.g. steam line explosions, fires), school building renovations, Corporate asbestos management programs, facility Operations & Maintenance (O&M) programs, UST removals, sub-surface investigations, contaminated soil remediation, LBP stabilization and commercial/residential asbestos & lead abatements.

Technical consulting services are available in the area of regulatory compliance audits, OSHA safety, air monitoring, respiratory protection, laboratory services, building hazard assessments (EPA, HUD, commercial), LBP Risk Assessments, management plans, NYS/NESHAP pre-demolition inspections and full scope project management; including development of remediation response actions and management of all required project and personnel records. Our staff of experienced environmental professionals can prepare all required specifications and procedures to ensure your programs comply with federal, state and municipal regulatory requirements.

QuES&T offers a wide range of OSHA and environmental safety training. Our full range of asbestos safety certification training ensures that our client's employees receive the appropriate training to maximize their safety and minimize your liability. **QuES&T** offers accredited initial and refresher training programs for Operations & Maintenance (O&M), Asbestos Abatement Workers and Supervisors, Project Monitors, Asbestos Project Sampling Technicians (RH-II), Asbestos Project Designers, Asbestos Inspectors (RH-III) and Management Planners. Our accredited training facility (EPA, NYS) contains the most modern equipment to support the hands-on portion of each training program. On-site training services are available for groups of at least twenty-five students and can be tailored to meet your specific needs.

QuES&T provides a full range of services in the area of Respiratory Protection. Our technical staff has extensive experience in the development of regulatory compliance programs for NUREG 0041 and OSHA 1910.134 Respiratory Protection Programs. Quantitative or qualitative respirator fit services can be provided at **QuES&T**'s facility or yours.

For additional information concerning this submittal, please contact us at (845) 298-6031. We look forward to working with you in the environmental consulting and remediation services area.

Sincerely,



Zachary Timpano

Project Manager, Technical Services

NYS/AHERA Inspector Cert # 25-61PEY-SHAB

NYS Licensed Mold Assessor # 24-63EYB-SHMO

EPA Lead Risk Assessor / Inspector Cert# LBP-R/I-1252793-1

CT DPH Asbestos Inspector Cert. #001181



**Pre-Demolition Asbestos Survey
for
City of Newburgh
83 Broadway
Newburgh, NY 12550
At
Recreation Department – Quonset Huts
401 Washington Street,
Newburgh, NY 12550**

ASBESTOS AND LBP SURVEY

QuES&T agrees to provide the following services:

- Provide licensed NYS/AHERA Asbestos Inspector(s) to perform a Pre-demolition Asbestos Survey throughout accessible interiors and/or exteriors of the above-referenced location(s) as detailed on written narratives.
- Perform collection and analysis of suspect friable Asbestos-containing Materials (ACM) using Polarized Light Microscopy (PLM) 198.1 analytical protocol and, as required, approved method 198.8 for Vermiculite.
- Perform collection and analysis of suspect non-friable organically bound Asbestos-containing Materials (ACM) using both Polarized Light Microscopy-NOB (PLM-NOB) and Quantitative Transmission Electron Microscopy (QTEM) analytical protocols.
- Discussion of laboratory results for all bulk samples (PLM 198.1, 198.8 & QTEM/PLM).
- Documentation of all analytical laboratory certifications.
- Identify estimated quantities, types and conditions of Asbestos-containing Materials (ACM) for inclusion in the pre-demolition survey report.

This proposal is based on the following assumptions:

- **QuES&T** shall perform all inspections visually; using reasonable care and judgment. Localized demolition will be performed to access representative concealed surfaces, as practicable. **Client/Representatives** recognize & agree that ACM concealed within structural components & accessible only through extensive mechanical or structural demolition may not be identified as part of this survey. Any destructive probes required to access suspect waterproofing and/or insulation behind exterior masonry will be provided by the **Client / Representatives**.
- **QuES&T** does not guarantee patches and bears no responsibility for the failing of patching performed and/or damages caused to Buildings/Building Interiors/Building Finishes.
- **QuES&T** shall not be responsible for damage caused to building finishes, surfaces or equipment by sampling. Responsibility and cost for repair of damaged building finishes, surfaces and equipment shall be by **Client / Representatives**.
- **QuES&T** will exercise reasonable caution to minimize disturbance of ACM during the inspection process. However, clean-up of ACM disturbed or dislodged during the inspection process shall be the responsibility of **Client / Representatives**.
- **Client / Representatives** shall be responsible for providing immediate access into all inspection areas and securing same upon completion of inspection activities.
- Inspection work to be conducted upon receipt of written Notice to Proceed and/or associated Purchase Order Number.
- Inspection work to be conducted during normal weekday business hours (Mon–Fri, 8am–5pm). **Client / Representatives** will provide access to all respective buildings concurrently.

**Pre-Demolition Asbestos Survey
for
City of Newburgh
83 Broadway
Newburgh, NY 12550
At
Recreation Department – Quonset Huts
401 Washington Street,
Newburgh, NY 12550**

COST ESTIMATE

➤ <u>Asbestos Labor & Reporting</u>	
NYSDOL Inspector Labor (1 Shift/Site Visit)	\$ 585.00
1-Week TAT PLM Bulk Sample Analysis (7 @ \$19.00/Layer)	\$ 133.00
XRF Analyzer (1 @ \$175/day)	\$ 175.00
Travel and Miscellaneous Expenses	\$ 30.00
<i>Estimated Total:</i>	\$ 923.00

NOTES:

1. *Client shall be charged for actual services rendered and/or samples analyzed.*
2. *Samples required to be sampled are determined by scope of work.*
3. *Sample analysis pricing is based upon a 5-day laboratory turnaround time.*
4. *Sample analysis turnaround times begin when samples are received within the laboratory and do not include holidays.*

ACCEPTANCE OF PROPOSAL #269980

To Execute This Agreement, Please Review, Sign, Date & Return to QuES&T.

Payment Terms: *Payment Shall Be Net 30 Days; Following Delivery of Final Report; Late Payments Shall Be Assessed a Penalty of 1.5% per Month.*

City of Newburgh - Authorized Representative:

By _____

Signature

Print Name & Title

Date

RESOLUTION NO.: 141-2026

OF

JULY 13, 2026

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ACCEPT DONATIONS IN SUPPORT OF THE CITY OF NEWBURGH'S
ANNUAL EVENTS FOR 2026**

WHEREAS, the City of Newburgh holds and sponsors several annual events, including but not limited to, Memorial Day and Fourth of July Observances, National Night Out, the Annual International Festival over the Labor Day holiday, and the Back to School, Halloween and Christmas Events; and

WHEREAS, various businesses, firms and individuals have made and are willing to make contributions of money and in-kind assistance to support these 2026 events and additional events as may be approved under the Public Special Events Sponsorship Policy and Procedure; and

WHEREAS, this Council deems it to be in the best interests of the City of Newburgh to accept such donations;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept said donations with the appreciation and thanks of the City of Newburgh on behalf of its children, families and citizens, for their support and sponsorship of the City of Newburgh's 2026 events authorized by City Council approval of the 2026 Budget, and additional 2026 events as approved under the Public Special Events Sponsorship Policy and Procedure.

RESOLUTION NO.: 142 - 2026

OF

JULY 13, 2026

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
A SERVICE ORDER WITH ZAYO TO INSTALL A FIREWALL AND
INTEGRATE THE AQUATIC CENTER INTO THE CITY'S WIDE AREA NETWORK
AT A TOTAL COST OF \$1,202.00**

WHEREAS, by Resolution No. 250-2006 of December 18, 2006, the City of Newburgh approved a Master Telecommunications License Agreement with Hudson Valley Data Net, LLC to create a Wide Area Network ("WAN") and provide internet services to the City of Newburgh; and

WHEREAS, the City has received a service order from Zayo, as the successor in interest to Hudson Valley Data Net, LLC and Crown Castle Fiber, LLC, amending the parties' Master Telecommunications License Agreement to install a firewall and integrate the Aquatic Center into the City WAN infrastructure; and

WHEREAS, the total cost of the project is of \$1,202.00 with funding derived from A.1680.0453; and

WHEREAS, this Council has determined that accepting such proposal and entering into the contract is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he hereby is authorized to execute a contract with Zayo to install a firewall and integrate the Aquatic Center into the City's Wide Area Network services at a cost of \$1,202.00.

RESOLUTION NO.: 143 - 2026

OF

JULY 13, 2026

**A RESOLUTION ACCEPTING A PROPOSAL AND AUTHORIZING
THE CITY MANAGER TO EXECUTE A CONTRACT WITH
RYAN BIGGS CLARK DAVIS ENGINEERING & SURVEYING, D.P.C.
FOR PROFESSIONAL ENGINEERING SERVICES FOR
A PHASE II CONCRETE CONDITION ASSESSMENT
AT THE WATER FILTRATION PLANT IN THE AMOUNT OF \$14,500.00**

WHEREAS, as the City of Newburgh continues to assess the existing conditions at the Water Filtration Plant, it is prudent to evaluate the condition of certain concrete structures located at the Water Filtration Plant; and

WHEREAS, by Resolution No. 165-2025 of August 11, 2025, the City Council approved a proposal and authorized the City Manager to execute a contract with Ryan Biggs Clark Davis Engineering & Surveying, D.P.C. for professional engineering services for a concrete condition evaluation and assessment of existing cast-in-place open top in-ground water tanks at the Water Filtration Plant in the amount of \$24, 000.00; and

WHEREAS, Ryan Biggs Clark Davis Engineering & Surveying, D.P.C. has submitted a proposal for professional engineering services for a Phase II concrete condition assessment which includes an evaluation of existing cast-in-place closed top in-ground water tanks; and

WHEREAS, the cost of such proposal is \$14,500.00 and the funds shall be derived from F.8310.0455; and

WHEREAS, this Council finds that entering into a contract with Ryan Biggs Clark Davis Engineering & Surveying, D.P.C. based on the foregoing is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he hereby is authorized to accept a proposal and execute a contract with Ryan Biggs Clark Davis Engineering & Surveying, D.P.C., for professional engineering services for a Phase II concrete condition assessment of the certain water tanks at the City of Newburgh Water Filtration Plant in the amount of \$14,500.00.



June 4, 2026

Wayne Vradenburgh
City of Newburgh
123 Grand Street
Newburgh, NY 12550

**Re: Washington Lake Filtration Plant Concrete Evaluation – Phase II
Newburgh, New York
Ryan Biggs | Clark Davis Proposal P15527-1**

Dear Mr. Vradenburgh:

We are pleased to submit this proposal for limited professional services to be performed for the evaluation of selected concrete structures at the existing City of Newburgh Water Filtration Plant located at 493 Little Britain Road, New Windsor, NY. The scope of services includes a visual and non-destructive evaluation of the condition of the existing concrete structures and a summary report providing our findings and recommendations.

Ryan Biggs | Clark Davis Engineering & Surveying, D.P.C., (Ryan Biggs | Clark Davis) and City of Newburgh (Client) agree as set forth below.

I. PROJECT DESCRIPTION

The project is an evaluation of existing cast-in-place closed top in-ground water tanks.

1. The scope of the structural evaluation includes three rectangular in ground tanks. Evaluations are anticipated to be conducted during a single (1-day) site visit. Client has indicated that all tanks may be taken off-line simultaneously and will be cleaned and available for review. If additional trips to site are required due to tank availability, the additional time will be handled as an additional service.
2. Client will drain and clean tanks prior to structural evaluation by Ryan Biggs | Clark Davis.
3. Client will provide all necessary accommodations and services for confined space entry by Ryan Biggs | Clark Davis personnel. Services include but are not limited to personnel access (ladders or stairs), air quality monitoring, continuous supervision, forced ventilation, and emergency extraction services.
4. Client will provide original design drawings for review prior to field evaluations by Ryan Biggs | Clark Davis.
5. Evaluation of the existing concrete structures will be conducted by visual observation and non-destructive testing (NDT) techniques to include hammer sounding, chain drag,

and sounding wheel. Surface Penetrating Radar and Thermal Imaging evaluation is available if other evaluation techniques indicate the need for its use.

II. SCOPE OF PROFESSIONAL SERVICES

The scope of services provided by Ryan Biggs | Clark Davis is listed in Schedule A as attached or otherwise referenced by this proposal.

III. COMPENSATION FOR PROFESSIONAL SERVICES

Ryan Biggs | Clark Davis will perform the listed services for a fixed fee of \$14,500.

IV. AGREEMENT DOCUMENTS

The services authorized by the Agreement will be performed in accordance with this Proposal and its attachments, schedule exhibits, and referenced documents. The terms and conditions of the Agreement are identified in Schedule B as attached or otherwise referenced by this proposal.

Thank you for considering us for this project. We look forward to working with you.

Your signature in the space provided indicates your understanding and acceptance of the provisions set forth herein. Please email a signed copy of this proposal to contracts@ryanbiggs.com.

Agreed to by:

RYAN BIGGS | CLARK DAVIS
ENGINEERING & SURVEYING, D.P.C.

CITY OF NEWBURGH



Authorized Signature

Authorized Signature

Otto J. Schwarz, P.E., S.E., Principal Associate
Print Name & Title

Print Name & Title

June 4, 2026
Date

Date

Client Project Number or Purchase Order
Number

SCHEDULE A – SCOPE OF SERVICES

The scope of services provided by Ryan Biggs | Clark Davis will be to:

1. Review specifications and drawings of original structure and previous expansions, repairs, or rehabilitation work if available. Documents to be provided by Client.
2. Make observations, take measurements, and conduct NDT of existing conditions as required for our work. This includes a combination of observations from the ground, ladders, interior of tanks, and other pertinent areas. The proposed fee is based upon a single day visit to site to provide inspection of the three below-grade tanks.

Client will coordinate access to building interiors, coordinate with tenants, and make arrangements with adjacent property owners to allow access for equipment and personnel as required for our work.

Removal of finishes or equipment in order to observe conditions is not within the scope of this evaluation.

Observations will be conducted under the understanding that the tanks are classifiable as a permit-required confined space by OSHA. Client will provide all necessary services for OSHA compliance.

3. Perform limited sounding survey at representative areas to identify existing deterioration and delaminated areas.
4. Perform non-destructive testing using Surface Penetrating Radar (SPR) at representative areas to determine reinforcing size and spacing, if necessary.
5. Prepare a preliminary report describing our findings. In the report, we will:
 - a. Describe the existing construction.
 - b. Identify problems observed, including photographs of representative issues.
 - c. Recommend removals or testing.
 - b. Develop a priority list of concept-level repair work to address problems observed.
 - c. Prepare an opinion of probable construction cost for repairs identified.
6. Meet with Client (virtual) to review the report and Client's comments.
7. Issue a final report.

The following services are not included in Ryan Biggs | Clark Davis' proposed fee. If requested, Ryan Biggs | Clark Davis can be retained to provide additional scope items as noted in the Additional Services section of the Terms and Conditions.

1. Provide geotechnical testing and engineering services.
2. Remove interior finishes or other portions of the building to directly observe hidden structural components.
3. Use rigging or climbing equipment to access portions of the building.
4. Prepare drawings of the building.
5. Prepare structural designs for repairs or modifications to the building.
6. Design reinforcing of existing structure to support increased seismic loads, increased wind loads, increased snow loads, or drifted snow loads.
7. Provide design or construction phase services. A proposal for these project phases will be provided if requested.

- END SCHEDULE A -

SCHEDULE B – TERMS AND CONDITIONS

I. STANDARD TERMS AND CONDITIONS

1. Billing and Payment

- a. Invoice will be sent monthly.
- b. Payment shall be mailed to: Ryan Biggs | Clark Davis Engineering & Surveying, D.P.C., 257 Ushers Road, Clifton Park, New York 12065.
- c. Payment is due upon receipt.
- d. After 30 days, interest charges will be added to unpaid accounts at a monthly rate of 1 percent of the unpaid balance and accrued monthly until account is paid in full.
- e. If the Client fails to make payments to Ryan Biggs | Clark Davis in accordance with this agreement, such failure shall be considered substantial nonperformance and cause for termination, or at Ryan Biggs | Clark Davis' option, cause for suspension of performance of services under this agreement. If services are suspended, Ryan Biggs | Clark Davis shall have no liability to the Client for delay or damage caused the Client because of such suspension of services. Before resuming services, Ryan Biggs | Clark Davis shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of Ryan Biggs | Clark Davis' services. Ryan Biggs | Clark Davis' fees for the remaining services and the time schedules shall be equitably adjusted.

2. Standard Hourly Rates

- a. Ryan Biggs | Clark Davis' current rates are as follows:

<u>Personnel</u>	<u>Hourly Rates</u>
Principal/Principal Consultant	\$290
Principal Associate	250
Senior Associate	225
Associate	210
Senior Engineer	185
Professional/Restoration Engineer	165
Design Engineer II/Field Engineer	145
Design Engineer I	130
Designer II	130
Designer I	110
Technician	100
Non-Technical	60

- b. After 6 months, the hourly rates may increase at the discretion of Ryan Biggs | Clark Davis and may increase annually thereafter.

3. Additional Services

Services not indicated or which are subsequently requested, either verbally or in writing, will be considered additional services. The fee will be based upon either a mutually agreed fixed fee or an hourly basis at rates in effect at the time the services are performed, plus reimbursable expenses as previously defined.

4. Client's Responsibilities

Client shall make available to Ryan Biggs | Clark Davis all records and data pertinent to the project and will give all reasonable assistance to Ryan Biggs | Clark Davis in obtaining such additional information as may be required. Client shall provide access to and make all provisions for Ryan Biggs | Clark Davis to enter upon public and private lands as required by Ryan Biggs | Clark Davis to perform such work as surveys and observations in the development of the project.

5. Allocation of Risk

Standard of Care

The standard of care for all services performed by Ryan Biggs | Clark Davis and its employees under this agreement will be the care and skill ordinarily used by professionals practicing under similar circumstances at the same time and in the same locality. Apart from such obligation there is no representation, warranty, guarantee, or other obligation of Ryan Biggs | Clark Davis or its employees arising out of this proposal, its acceptance, the provisions of services, or the relationship between the parties in respect to any of them. The cumulative liability of Ryan Biggs | Clark Davis and its employees for all types of damages incurred or suffered as a result of any breach of such obligation, howsoever arising, (including negligence) shall be limited in the aggregate to \$50,000 or fee received, whichever is larger.

If a required item or component of the project is omitted from Ryan Biggs | Clark Davis' Contract Documents by Ryan Biggs | Clark Davis error, Ryan Biggs | Clark Davis shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the project or otherwise adds value or betterment to the project. In no event will Ryan Biggs | Clark Davis be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.

In no event shall Ryan Biggs | Clark Davis and its employees be required to perform services on a schedule which, in its professional judgement, does not allow sufficient time to perform those services in accordance with normal professional standards.

Ryan Biggs | Clark Davis shall not be responsible for any and all special, incidental, indirect or consequential damages, including but not limited to loss of profits or revenue, for claims, disputes or other matters in question arising out of or relating to this Agreement or the underlying Project, whether caused by negligence, errors, omissions, strict liability, breach of contract, breach of warranty, or other cause.

Indemnification

- a. The Client agrees to indemnify and hold harmless Ryan Biggs | Clark Davis and its employees from and against any and all damages, losses, liabilities or costs, including reasonable attorneys' fees, and defense costs arising out of or resulting from the performance of the services, provided and to the extent that all damages, losses, liabilities or costs are caused by the negligent act or omission of the Client.
- b. Ryan Biggs | Clark Davis agrees to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, but only to the

extent caused by Ryan Biggs | Clark Davis' negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom Ryan Biggs | Clark Davis is legally liable.

Neither the Client nor Ryan Biggs | Clark Davis shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

- c. Ryan Biggs | Clark Davis will require a matching indemnification from any Subconsultant/Subcontractor retained for this project.

General Liability

The limit of liability for General Liability insurance is \$1,000,000 per occurrence, \$2,000,000 aggregate.

6. Taxes

All taxes or fees on services applicable to this contract enacted by local, state, or federal government subsequent to the date of this contract and based on gross receipts or revenues will be added to amounts due under this contract, in accordance with any such fees or taxes.

7. Termination of Services

This agreement can be terminated by either party upon receipt of a 30-day written notice. Ryan Biggs | Clark Davis will be paid in full for all services and reimbursements provided up to the date of termination.

8. Agreement Form and Period

- a. The scope and fee indicated are predicated upon execution of this proposal in this form including all terms and conditions. Alternative forms of contract or revision proposed by the Client will require reevaluation of the scope and fee by Ryan Biggs | Clark Davis.
- b. This proposal is valid for a period of 60 days from the date on the first page.
- c. The agreement period is to last nine months from the Ryan Biggs | Clark Davis signature date on the last page.

9. Contract Disputes

If a dispute arises out of or related to this contract or breach thereof, and if the said dispute cannot be settled through direct discussions, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation using the Mediation Rules of the American Arbitration Association before seeking settlement in a judicial forum.

10. Third-Party Exclusion

This agreement does not create any right or benefits for parties other than Ryan Biggs | Clark Davis and the Client.

II. ADDITIONAL TERMS AND CONDITIONS

1. Construction Cost

An opinion of probable construction cost is made on the basis of Ryan Biggs | Clark Davis' experience and best judgment as a design professional. However, since Ryan Biggs | Clark Davis has no control over cost of labor, materials, or equipment, or over competitive bidding or market conditions, Ryan Biggs | Clark Davis cannot guarantee that proposals, bids, or the construction cost will not vary from its opinion of probable cost. If Client wishes greater assurance as to the construction cost, Client should employ an independent cost estimator.

2. Hazardous and Asbestos-Containing Materials

Ryan Biggs | Clark Davis shall have no responsibility for the discovery, presence, or removal of any hazardous material, including mold, asbestos-containing material, lead-based paint, or contaminated soil; but as an additional service, Ryan Biggs | Clark Davis will assist the Client, if requested, in securing the services of a hazardous waste removal consultant.

Prior to performing removals, the Owner is responsible for retaining a specialty consultant to investigate for the presence of hazardous material and notify Ryan Biggs | Clark Davis of the presence of any hazardous material.

3. Existing Conditions

Inasmuch as the evaluation of an existing structure requires that certain assumptions be made regarding existing conditions, some of which may be concealed by existing materials or cannot be investigated by reasonable visual observations, and because some of these assumptions cannot be verified without expending great sums of additional money or destroying otherwise adequate or serviceable portions of the structure, the Client agrees that except for negligence on the part of Ryan Biggs | Clark Davis, the Client will hold harmless and indemnify Ryan Biggs | Clark Davis for and against any and all claims, damages, awards, and costs of defense arising out of the professional services provided under this agreement.

4. Documents

All documents produced by Ryan Biggs | Clark Davis under this agreement are instruments of professional service. Upon completion and payment for services, the documents become the property of Client. The documents may not be modified by this Client for any other endeavor without the written consent of Ryan Biggs | Clark Davis.

- END SCHEDULE B -

RESOLUTION NO.: 144-2026

OF

JULY 13, 2026

**A RESOLUTION AMENDING THE 2026 PERSONNEL ANALYSIS BOOK
TO ADD ONE BILINGUAL ACCOUNT CLERK POSITION
IN THE WATER DIVISION**

WHEREAS, the City Manager proposes to add one Bilingual Account Clerk position in the Water Division; and

WHEREAS, the City Council has determined that adding one Bilingual Account Clerk position in the Water Division will promote economy and efficiency within the Division; the same being in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Personnel Analysis Book for the fiscal year 2026 be amended to add one Bilingual Account Clerk position in the Water Division.

RESOLUTION NO.: 145 - 2026

OF

JULY 13, 2026

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 60 HASBROUCK STREET (SECTION 38, BLOCK 3, LOT 56)
AT PRIVATE SALE TO RAMON GARCIA
FOR THE AMOUNT OF \$50,000.00**

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

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

WHEREAS, the City of Newburgh desires to sell a parcel of real property identified as 60 Hasbrouck Street, being more accurately described as Section 38, Block 3, Lot 56 on the official tax map of the City of Newburgh; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchasers be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchasers upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before Wednesday, October 14, 2026, being approximately ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
60 Hasbrouck Street	38 - 3 - 56	Ramon Garcia	\$50,000.00

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

Terms and Conditions of Sale

60 Hasbrouck Street, City of Newburgh (SBL: 38-3-56)

STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number on the City of Newburgh Tax Map.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid City/County taxes for the year **2026**, school taxes for the tax year **2025-2026**, and also subject to all taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any City/County taxes for the year **2026**, school taxes paid by the City for the tax year **2025-2026**, and subsequent levies up to the date of the closing. Upon closing of title, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: (i) obtain a Certificate of Occupancy for all buildings on the property; (ii) make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or (iii) demolish any buildings deemed structurally unsound by a New York State-licensed engineer and by the Building Inspector. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for its consideration.
6. The City makes no representation as to whether the property is vacant and/or unoccupied. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed. The parcel is being sold subject to the City's Vacant Property Ordinance (Chapter 121) and all provisions of law applicable thereto. Within 30 days of closing, the purchaser must register the property and pay any applicable fees or submit an acceptable rehabilitation plan to the Building Department.

7. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.
8. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the purchaser following the closing of sale.
9. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. The property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
10. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh by the date listed in the approved City Council Resolution, notwithstanding any extensions of time granted pursuant to terms contained herein ("Closing Deadline"). Such closing costs/fees may include, but are not limited to: recording fees, transfer tax, tax adjustments as of the day of closing, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *The City of Newburgh does not accept cash or credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.**
11. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days from the Closing Deadline. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for its consideration.
12. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the purchaser shall be entitled only to a refund of the purchase money paid. Purchaser agrees that they shall not be entitled to special or consequential damages, attorneys fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
13. Sale shall be final, absolute and without recourse once title is conveyed on the actual day of closing. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
14. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, tax reimbursements, buyer's premium (if applicable), and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon conveyance of deed.**

15. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
16. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh. Any survey description shall be provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City Engineer.
17. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the Closing Deadline date. If such conveyance occurs, purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts. This provision shall survive closing.
18. Owner-occupancy restriction. Not applicable.
19. Downpayment. Not applicable.
20. In the event that Seller engaged the services of a New York State Licensed Real Estate Broker in connection with this sale, Seller shall pay said Broker any commission earned pursuant to a separate agreement between Seller and Broker.

ACKNOWLEDGED AND AGREED

Date: _____

Ramon Garcia

RESOLUTION NO. 146 - 2026

OF

JULY 13, 2026

**A RESOLUTION AUTHORIZING THE EXTENSION OF TIME TO CLOSE TITLE AND
AMENDING THE TERMS AND CONDITIONS OF SALE FOR PROPERTY
LOCATED AT 30 BENKARD AVENUE (SECTION 45, BLOCK 4, LOT 15)**

WHEREAS, by Resolution No.: 227-2025 of October 14, 2025, the Council of the City of Newburgh, New York, authorized the sale of 30 Benkard Avenue (Section 45, Block 4, Lot 15) to George Keyer III; and

WHEREAS, the purchaser requested a 60-day extension of time to close title for the purpose of completing his financing requirements, and the City Manager granted the request to extend the time to close title until March 17, 2026; and

WHEREAS, by Resolution No.: 67-2026 of April 13, 2026, the Council of the City of Newburgh, New York, authorized an extension of time to close title until June 19, 2026; and

WHEREAS, the purchaser has been diligently pursuing financing requirements and meeting financing conditions for the purchase of the property, one such condition being the addition of a co-signor to the purchase and financing documents; and

WHEREAS, the purchaser has requested additional time to close title to the property and permission to add his mother, Robyn Keyer, as a co-signor to the purchase documents; and

WHEREAS, this Council has determined that granting such request would be in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that Robyn Keyer be confirmed as a co-purchaser of the property, and that an extension of time to close title for the property located at 30 Benkard Avenue is hereby authorized until August 31, 2026.

RESOLUTION NO.: 227 - 2025

OF

OCTOBER 14, 2025

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 30 BENKARD AVENUE (SECTION 45, BLOCK 4, LOT 15)
AT PRIVATE SALE TO GEORGE KEYER III FOR THE AMOUNT OF \$130,000.00

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

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

WHEREAS, the City of Newburgh desires to sell a parcel of real property identified as 30 Benkard Avenue, being more accurately described as Section 45, Block 4, Lot 15 on the official tax map of the City of Newburgh; and

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

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

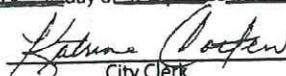
NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchasers be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchasers upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to THE CITY OF NEWBURGH, such sums are to be paid on or before Friday, January 16, 2026, being approximately ninety (90) days from the date of this resolution; and

Property address	Section, Block, Lot	Purchaser	Purchase Price
30 Benkard Avenue	45 - 4 - 15	George Keyer III	\$130,000.00

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

I, Katrina Cotten, City Clerk of the City of Newburgh hereby certify that I have compared the foregoing with the original resolution adopted by the Council of the City of Newburgh at a regular meeting held Oct. 14, 2025 and that it is a true and correct copy of such original.

Witness my hand and seal of the City of Newburgh this
15th day of Oct. 2025


City Clerk

RESOLUTION NO. 67 - 2026

OF

APRIL 13, 2026

A RESOLUTION AUTHORIZING THE EXTENSION OF TIME TO CLOSE TITLE
TO PROPERTY LOCATED AT 30 BENKARD AVENUE (SECTION 45, BLOCK 4, LOT 15)

WHEREAS, by Resolution No.: 227-2025 of October 14, 2025, the Council of the City of Newburgh, New York, authorized the sale of 30 Benkard Avenue (Section 45, Block 4, Lot 15) to George Keyer III; and

WHEREAS, the purchaser requested a 60-day extension of time to close title for the purpose of completing his financing requirements, and the City Manager granted the request to extend the time to close title until March 17, 2026; and

WHEREAS, the purchaser has been diligently pursuing financing requirements and meeting financing conditions for the purchase of the property; and

WHEREAS, the purchaser has requested additional time to close title to the property; and

WHEREAS, this Council has determined that granting such request would be in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that an extension of time to close title for the property located at 30 Benkard Avenue is hereby authorized until June 19, 2026.

I, Katrina Cotten, City Clerk of the City of Newburgh hereby certify that I have compared the foregoing with the original resolution adopted by the Council of the City of Newburgh at a regular meeting held Apr. 13, 2026 and that it is a true and correct copy of such original.

Witness my hand and seal of the City of Newburgh this 14th day of Apr. 2026

Katrina Cotten
City Clerk

RESOLUTION NO.: 147 - 2026

OF

JULY 13, 2026

**A RESOLUTION AUTHORIZING THE CITY OF NEWBURGH
TO PARTICIPATE IN THE NYSDEC CLIMATE-READY CORRIDORS PROJECT**

WHEREAS, by Resolution No. 100-2018 of April 23, 2018, the City of Newburgh adopted the New York State Climate Smart Communities Pledge; and

WHEREAS, the New York State Department of Environmental Conservation (NYSDEC) Office of Climate Change and the University at Buffalo created a project to develop a streetscape toolkit for mitigating extreme heat in communities through the development of cool and climate-ready corridors throughout New York State for eligible municipal participants; and

WHEREAS, the City of Newburgh, having met certain eligibility criteria, including being registered as a Climate Smart Community, can participate in the program, one benefit being receipt of a streetscape toolkit that will include visualized modular design drawings and design of cool and climate ready corridors within the City; and

WHEREAS, this Council has determined that participating in this project is in the best interest of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Newburgh, Newburgh hereby authorizes participation in the NYSDEC Climate-Ready Corridors Project and authorized the City Manager to sign any documents and take other steps as may be required for participation.

Climate-Ready Corridors: Streetscape Design Guidelines for Extreme Heat Partner Community Participation Overview

Project Overview. The New York State Department of Environmental Conservation (NYSDEC) Office of Climate Change and the University at Buffalo (SUNY UB) are developing a streetscape toolkit for mitigating extreme heat in communities through the development of cool and climate-ready corridors throughout New York State. Working with municipalities, local government representatives, and State agencies, this two-year project will create a toolkit to help municipalities develop and design cool and climate ready corridors, which use a combination of nature-based and grey solutions on the street corridor scale to mitigate the local impacts of extreme heat, urban heat island effects, and other climate-induced hazards. The toolkit will include visualized modular design interventions (such as design drawings), an ordinance toolkit, and case studies to support adoption of nature-based interventions.

Partner Community Identification. To develop the toolkit, we are looking to partner with four to five communities on pilot streetscape design projects that will involve local data collection and designs for interventions to mitigate extreme heat. Participating communities have been identified in coordination with NYSDEC, Climate Smart Community Regional Coordinators, and the project's advisory committee, to reflect diverse environmental and development contexts, populations and climatic conditions across New York State. The advisory committee is comprised of representatives from municipalities and organizations with experience in streetscape related planning and/or projects.

To be eligible for participation, municipalities must meet two of the following criteria (1) registered as a Climate Smart Community, (2) Be identified as a disadvantaged community by criteria developed by the Climate Justice Working Group, (3) Have a heightened heat vulnerability by standards set by New York State Department of Health (NYSDOH). Additionally, partner communities will contain a variety of street and development typologies, and collectively, reflect a variety of municipal capacity, population size, and microclimates, containing representation from towns, villages, and cities.

Partner Community Expectations. Participating communities are expected to engage with the SUNY UB research team through a number of meetings, interviews, sharing of planning documents and data, and providing feedback on data collection and designs. Selected partner communities should have interest in project activities and dedicate a level of staff time in order to participate.

The SUNY UB research team will expect to meet with municipal staff at least five times over the course of participation for 1) initial orientation and identification of priority corridors 2) initial data collection 3) comprehensive data collection and community engagement 4) interim data analysis and design prototypes 5) final design prototypes, as well as through ad hoc communication as necessary.

Summary Project Activities. The SUNY UB research team will work with partner communities to identify street corridors for analysis and iterative streetscape design work. Between June and October 2026, the SUNY UB research team will conduct field work along these corridors to collect:

- (1) **Built Environment Data**, using the Pedestrian Environmental Quality Index (PEQI) tool to capture information about the pedestrian experience and surrounding buildings.
- (2) **Weather Data**, using a variety of monitoring tools in locations determined in consultation with partner communities. Longer term monitoring will also be conducted over the course of a minimum of three weeks using installed sensors.

This data will be used in computational modeling to inform design intervention prototypes for the selected corridors. During fall 2026, graduate architecture students will work with partner communities to develop “a kit-of-parts” using a combination of nature-based and grey solutions tailored to partner communities for reducing urban heat island effects and improving pedestrian environments. Community engagement and participation activities, including opportunities to engage stakeholder groups ranging from local businesses to citizen scientists, will be developed with partner communities to suit local needs.

Partner Community Engagement Schedule.

Spring 2026:	Recruitment of Partner Communities
Early Summer 2026:	Initial Meetings with Communities
Summer 2026:	Baseline Data Collection
Fall 2026:	Develop Design Interventions
Late Fall/Early Winter:	Final Design Prototypes

Participation Benefits. Partner communities will receive tailored design interventions and recommendations for improvement to street corridors in their communities from graduate architecture students. Participating communities should also expect to gain a greater understanding of their built and natural environment. All collected data on the built environment and on microclimatic conditions will be shared with participating communities to help inform future policy decisions to reduce urban heat island effects and improve pedestrian environments.

Greater Project Tasks and Engagement Activity Schedule.

Task No.	Task	YEAR 1												YEAR 2											
1	Project Implementation Strategy																								
2	Advisory Committees Recruitment																								
3	Streetscape Typology Categorization																								
4	Review of National Standards																								
5	Archetype Definition																								
6	Design Studio I																								
7	Design Simulation Modeling																								
8	Stakeholder Focus Groups																								
9	Model Language Draft																								
10	Design Studio II																								
11	Final Toolkit Development																								
12	Dissemination Activities																								
	Advisory Committee Meetings																								
	State Agency Review																								
	CSC Coordinators Meetings																								
	Albany Presentations																								
	Month	o	n	d	j	f	m	a	m	j	j	a	s	o	n	d	j	f	m	a	m	j	j	a	
	Month #	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	
		* Indicates ad-hoc meeting as necessary																							

Primary Project Contact: Dr. Lauren Ames Fischer at LF44@Buffalo.edu.

NYSDEC Project Contact: Audrey Kropp at audrey.kropp@dec.ny.gov

Static Monitoring



The Climate Ready Corridor program involves installing at least one sensor on each corridor, for a total of 4-5 sensors within the City. The above photograph is an example of what an installed sensor would look like. Their purpose is to collect weather data for a period of approximately one (1) month in the summer.

RESOLUTION NO.: 148 - 2026

OF

JULY 13, 2026

**A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN
THE CITY OF NEWBURGH AND ENVIRONMENTAL DESIGN & RESEARCH,
LANDSCAPE ARCHITECTURE, ENGINEERING & ENVIRONMENTAL SERVICES,
D.P.C., FOR PROFESSIONAL CONSULTING SERVICES RELATED TO A GRANT
FOR PREDEVELOPMENT AND MASTER PLANNING ACTIVITIES FOR THE
BROWNFIELD OPPORTUNITY AREA KNOWN AS THE “NEWBURGH, NY HILLSIDE”**

WHEREAS, by Resolution No. 174-2021 of July 12, 2021, the City of Newburgh applied for and was awarded a New York State Department of State Brownfield Opportunity Area (“BOA”) Program Grant for a Nomination Study of the “Newburgh, NY Hillside”; and

WHEREAS, grant funding is available in the amount of \$400,000.00 for predevelopment and master planning activities for the BOA “Newburgh, NY Hillside” project; and

WHEREAS, Environmental Design & Research, Landscape Architecture, Engineering & Environmental Services, D.P.C., submitted a proposal to provide professional consulting services to the City of Newburgh to facilitate and support the application for said grant funding; and

WHEREAS, the cost of these services will not exceed \$8,000.00 and will be derived from A.8684.0448 – Other Services; and

WHEREAS, this Council has determined that entering into this agreement is in the best interests of the City of Newburgh;

NOW, THEREFORE BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into the agreement with Environmental Design & Research, Landscape Architecture, Engineering & Environmental Services, D.P.C. at cost not to exceed \$8,000.00 for professional consulting services to the City of Newburgh to facilitate and support the application for a \$400,000.00 grant for predevelopment and master planning activities for the BOA “Newburgh, NY Hillside” project.



June 25, 2026

Alexandra Church, AICP
Director of Planning and Development
City of Newburgh
123 Grand Street
Newburgh, NY 12550

Shared via EMAIL: achurch@cityofnewburgh-ny.gov

RE: Proposal for Grant Writing Services to develop a New York State Consolidated Funding Application for a Brownfield Opportunity Area Implementation Grant

Dear Ms. Church,

Environmental Design & Research, Landscape Architecture, Engineering & Environmental Services, D.P.C. (EDR) is pleased to provide the **City of Newburgh** (Client) with this proposal for Grant Writing Services associated with the development of a Brownfield Opportunity Area implementation grant application through the 2026 New York State Consolidated Funding Application (CFA). The Brownfield Opportunity Area Program is administered by the Department of State's Office of Planning, Development & Community Infrastructure (OPDCI) and is funded annually through the Environmental Protection Fund. The program awards funding to communities to develop or implement local Brownfield Opportunity Area programs.

This proposal has been developed based on **our most recent conversations related to planning needs in the City**. The proposed services will be provided in accordance with the tasks outlined below:

Task 1: Consolidated Funding Application Assistance

1.1 Project Strategy Meeting

To initiate the project, EDR staff will attend one virtual meeting with the City to develop the grant strategy, including project identification, scope, and project costs with an identified city match. The team will further finalize the submittal schedule, including required City Council approvals, City review and comment periods, and procedures for the final submittal.

1.2 Technical Data + Content

To develop a competitive application, EDR may request technical content and documents, such as past studies, data, maps, photographs, or additional information, as available, about the proposed project. Data needs and requests will be made in writing.

The City of Newburgh will be responsible for providing any technical content and documents required to complete the CFA application. EDR will integrate the technical and project-related information provided by the City into a final, completed document suitable for upload to complete the CFA process.

1.3 Application Questionnaire, Supporting Documents, and Forms

EDR will download the CFA application questionnaire into a stand-alone Microsoft Word document. EDR will prepare a preliminary draft narrative of the CFA questionnaire responses and will provide this document to the City of Newburgh for review and technical input.

In response to the City's initial review and comment, EDR will prepare a revised final draft for City review. Upon satisfactory resolution of City comments, EDR will upload completed responses into the CFA portal. The application will be submitted by EDR or the City as agreed upon in the Project Strategy Meeting (Task 1.1). It is assumed that the City of Newburgh will serve as the applicant, and as such, initial registration will be under the name of the City of Newburgh, rather than EDR.

EDR will identify all required application components, including supporting documents and forms. EDR will prepare and provide an electronic version of these documents to the City for one round of review and comment prior to finalizing. The City will be responsible for returning all forms with the required signatures.

Deliverable: Notes from the project strategy meeting summarizing key points, schedule, and decisions. Completed CFA Application submitted through the online portal.

SCHEDULE

EDR is prepared to begin upon the authorization of the City of Newburgh. We anticipate a draft for review by the City by July 22, 2026, with the anticipated submittal date anticipated for July 29th.

FEE PROPOSAL AND TERMS

The fee for this work will be a lump-sum fee of \$8,000 (eight thousand dollars) inclusive of expenses.

Should you find this proposal agreement acceptable, please provide your signature below and email the executed proposal agreement. Your signature will constitute acceptance of the proposed scope of services, fee proposal, terms and conditions below, and will allow us to proceed.

As always, it is a pleasure working with you and the City. Thank you for considering EDR for this important grant request. If you have any questions or comments, please feel free to call me at your convenience.

Sincerely,



Sam Gordon, AICP
Planning Practice Leader

Approved and Authorized to Proceed:

Signature

Print Name

Title

Date



**TERMS AND CONDITIONS
FOR AGREEMENT
BETWEEN CLIENT AND EDR
FOR PROFESSIONAL SERVICES
To prepare CFA for Smart Growth Zoning Grant**

General

1. Statute of Limitations: Client and EDR agree that all claims against EDR shall be deemed to have accrued and all applicable statutes of limitation shall commence to run no later than the date when EDR's services defined by this Agreement are substantially completed, irrespective of the date of final payment by the Client.
2. Safety: With respect to project safety, EDR shall be responsible solely for the onsite activities of its own employees. This responsibility shall not be construed by any party to relieve the project site's Owner, the Client or any contractor from their respective obligations to provide and maintain a safe project site.
3. This Agreement, (together with the Exhibits included) constitutes the entire Agreement between Client and EDR and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties.
4. Upon the execution of this Agreement, EDR and Client shall designate specific individuals to act as EDR's and Client's representatives with respect to the services to be performed or furnished by EDR and responsibilities of Client under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.
5. The EDR shall not have control over or charge of and shall not be responsible for construction means, coordination, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the underlying project, since these are the responsibilities of the project contractor. EDR shall not be responsible for any contractors' schedules or failures to carry out the Work in accordance with the plans, specifications or other contract documents. In the event a Construction Manager or other consultants are engaged in the project, EDR shall not be responsible for the performance by the Construction Manager or other consultants of the services required by their respective agreements with the Client and or Owner. EDR shall not have control over or charge of acts or omissions of Client's contractors, subcontractors, consultants or their agents or employees, or of any other persons performing services or portions of the Work. Project site visits shall not be construed as taking on any responsibility for the items listed above.
6. Subsurface soil conditions, including the presence of rock can vary over a project site, therefore EDR is NOT responsible for the accuracy of any subsurface soil testing, exploratory excavations, infiltration testing or geotechnical recommendations.

Client's Responsibilities

1. Provide EDR with all criteria and full information as to Client's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
2. Following EDR's assessment of initially available Project information and data and upon EDR's request to obtain additional data/information, the Client will furnish, or otherwise make available to EDR additional requested data/information necessary in EDR's judgment to complete its Basic and Additional Services.
3. Arrange for safe access to and make all provisions for EDR to enter upon public and private property as required for EDR to perform services under the Agreement.
4. Advise EDR of the identity and scope of services of any independent consultants employed by Client to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
5. Inform EDR in writing of any specific requirements of safety or security programs that are applicable to EDR, as a visitor to the Site.
6. Client shall be responsible for all requirements and instructions that it furnishes to EDR pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Client to EDR pursuant to this Agreement. EDR may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
7. Client will give prompt written notice to EDR when Client becomes aware of: (1) any development that materially affects the scope or time of performance of EDR's Services; (2) the presence at the Site of any Constituent of Concern; (3) any potential material defect or nonconformance in EDR's work product or Services.

EDR's Schedule of Services

1. EDR is authorized to begin services as of the Effective Date.
2. EDR shall complete its obligations as expeditiously as is consistent with the orderly progress of the project and the professional standard of care stated below. EDR will endeavor in good faith to meet any schedule milestones that are provided.
3. If, through no fault of EDR, such periods of time or dates are changed, or the orderly and continuous progress of EDR's services is impaired, or EDR's services are delayed or suspended or, in EDR's Professional judgment additional time is required to allow for the proper performance of certain services, then the time for completion of EDR's services, and the rates and amounts of EDR's compensation shall be adjusted equitably.
4. If Client authorizes changes in the scope, extent, or character of the Project or EDR's services, then the time for completion of EDR's services, and the rates and amounts of EDR's compensation shall be adjusted equitably.
5. Client shall endeavor to make decisions and carry out its responsibilities to the Project in a timely manner so as not to delay EDR's performance of its services.
6. The Client is responsible for the schedules of services of Client's other consultants and the project contractors as not to delay EDR's performance of its services under this Agreement or the orderly progress of the project in general.

Invoices and Payments

1. EDR shall prepare invoices in accordance with its standard invoicing practices. EDR shall submit its invoices to Client on a monthly basis. Invoices are due and payable within 30 days of receipt. Payment will be credited first to any interest owed to EDR and then to principal.
2. If Client fails to make any payment due to EDR for services and expenses within 30 days after receipt of EDR's invoice, then amounts due EDR will be increased at the rate of 1.5% per month.
3. EDR may, after giving seven days written notice to Client, suspend services under this Agreement until Client has paid in full all amounts due for services, expenses, and other related charges. Client waives any and all claims against EDR arising from or relating to any consequences of any such suspension.
4. If Client disputes an invoice, either as to amount or entitlement, then Client shall promptly advise EDR in writing of the specific basis for doing so. The Client may withhold only that portion so disputed and must pay the undisputed portion subject to the terms of this Agreement. Payment is due within thirty (30) days of the invoice date.
5. Client agrees to pay all related costs, court costs and attorneys' fees incurred by EDR in order to collect overdue invoices, enforce the terms of this Agreement and/or in the defense of claims brought against EDR.
6. Approved rates per labor category are subject to a 3% increase each year if new rates are not negotiated.

Opinions of Probable Construction Costs

1. When included as part of EDR's Scope of Services, opinions of probable Construction Cost are to be made on the basis of EDR's experience and qualifications and represent EDR's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, because EDR has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, EDR cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by EDR. If the Client requires greater assurance as to probable Construction Cost, then Client agrees to obtain an independent cost estimate from a third party.

Standard of Care

1. EDR will provide services identified herein in a manner consistent with the level of care and skill ordinarily exercised by members of the subject profession practicing at the same time, in the same location and under the same conditions as this project.
2. EDR is not responsible for the acts or omissions of the Client, the project site's /Owner, or their contractors, agents, or consultants. Client is responsible for all requirements and instructions that it furnishes to EDR pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Client to EDR pursuant to this Agreement. EDR may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.

3. EDR makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by EDR.
4. Subject to the standard of care set forth above, EDR and its Subconsultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
5. EDR shall not be required to sign any document, no matter by whom requested, that would result in EDR having to certify, guarantee, or warrant the existence of conditions whose existence EDR cannot ascertain or is not required to ascertain by its Scope of Services. Client agrees not to make resolution of any dispute with EDR or payment of any amount due to EDR in any way contingent upon EDR signing any such document.

Documents

1. All Documents produced by EDR are instruments of service, and EDR shall retain an Ownership and property interest therein (including the copyright and the right of reuse at the discretion of EDR) whether or not the Project is completed.
2. Client may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. EDR grants Client a limited license to use the Documents for the construction of the Project, and for maintenance and related uses of the Client, subject to receipt by EDR of full payment due and owing for all services relating to preparation of the Documents., and subject to the following limitations: (1) Client acknowledges that such Documents are not intended or represented to be suitable for use on other Projects or Extensions of the Project, or for any other use or purpose, without written verification or adaptation by EDR; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by EDR, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to EDR or to its officers, directors, members, partners, agents, employees, owners, stockholders and EDR; (3) Client shall indemnify and hold harmless EDR and its officers, directors, members, partners, agents, employees, Clients, stockholders and EDR from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by EDR; and (4) such limited license to Client shall not create any rights in third parties.
3. Client and EDR may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
4. If this Agreement does not establish protocols for electronic or digital transmittals, then Client and EDR shall jointly develop such protocols.
5. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

Insurances

1. EDR shall procure and maintain insurance as set below.
2. EDR shall cause Client/Owner to be listed as an additional insured on any applicable general liability insurance policy carried by EDR.
3. EDR shall each deliver to the Client certificates of insurance evidencing the coverages. Such certificates shall be furnished prior to commencement of EDR's services and at renewals thereafter during the life of the Agreement.
4. The EDR's limits of liability for the insurance required for Agreement are as follows:
 - a. Workers' Compensation and Employer's Liability Insurance: Coverage shall include all Statutory Workers Compensation benefits payable to the employees who may sustain work-related injuries or diseases and coverage, if applicable, commensurate with the requirements of the US Longshoremen's and Harbor Workers' Compensation Act. This insurance shall include a waiver of subrogation in favor of EDR.
 - 1) Bodily injury, each accident \$1,000,000
 - 2) Bodily injury by disease, each employee: \$1,000,000
 - 3) Bodily injury/disease, aggregate: \$1,000,000
 - b. Commercial General Liability and Contractual Liability: This policy must be primary and non-contributory, expressly naming Client as additional insured.
 - 1) Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
 - 2) General Aggregate: \$2,000,000

- c. Excess of Umbrella Liability: This policy must be primary and non-contributory, expressly naming EDR and the Client as additional insured.
 - 1) Per Occurrence: \$5,000,000
 - 2) General Aggregate: \$5,000,000
- d. Automobile Liability - Combined Single Limit (Bodily Injury and Property Damage):
 This policy must be primary and non-contributory, expressly naming EDR and the Client as additional insured. \$1,000,000
- e. Professional Liability:
 - 1) Each Claim Made \$2,000,000
 - 2) Annual Aggregate \$3,000,000

Termination of Services

- 1. The obligation to provide further services under this Agreement may be terminated:
 - a. For cause, by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. For cause by EDR upon seven days written notice if Client fails to make timely payment or demands that EDR furnish or perform services contrary to EDR's responsibilities as a licensed professional. EDR shall have no liability to Client on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 7 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within a 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 - d. Payments Upon Termination: In the event of any termination, EDR will be entitled to invoice Client and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Client shall have the limited right to the use of Documents, at Client's sole risk.

Successors, Assigns, and Beneficiaries

1. Client and EDR and their respective successors, executors, administrators, and legal representatives are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, Agreements, and obligations of this Agreement.
2. Neither Client nor EDR may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

Dispute Resolution

1. Client and EDR agree to conduct good faith discussions to endeavor to voluntarily resolve any disputes which may arise out of or relate to this Agreement. In the event such discussions are unsuccessful in resolving such disputes, Client and EDR agree that, as a condition precedent to the commencement of litigation, they shall submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them to mediation. If such matter relates to or is the subject of a lien arising out of EDR's services, EDR may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to the conclusion of mediation. The mediation shall be conducted in general accordance with the applicable rules of the American Arbitration Association by a mediator agreed to and retained directly by the Client AND EDR without the involvement of the American Arbitration Association. The mediator's fees shall be borne equally by the Client and EDR. Client and EDR agree to participate in the mediation process in good faith. The process shall be conducted expeditiously and on a confidential basis. The mediation shall be held in the place where the underlying project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement Agreements in any court having jurisdiction thereof.
2. This Agreement shall be governed by the laws of the State of New York. Any litigation arising from or relating to the Agreement shall be venued in the New York State Supreme Court in Onondaga County, New York.

Environmental Conditions of the Site

1. "Constituent of Concern" as used herein is defined as Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material. Client represents to EDR that as of the Effective Date to the best of Client's knowledge no Constituents of Concern, other than those disclosed in writing to EDR, exist at or adjacent to the Site.
2. If EDR encounters or learns of an undisclosed Constituent of Concern at the Site, then EDR shall notify (1) Client and (2) appropriate governmental officials if EDR reasonably concludes that doing so is required by applicable Laws or Regulations.
3. It is acknowledged by both parties that EDR's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If EDR or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Client shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
4. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then EDR may, at its option and without liability for direct, consequential or any other damages of any kind or nature, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.
5. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of EDR's services under this Agreement, then EDR shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days' notice.
6. Client acknowledges that EDR is performing professional services for Client and that EDR is not and shall not be required to become a "Client," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the

Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with EDR's activities under this Agreement.

7. The Client has represented to EDR as of the Effective Date of this Agreement to the best of Client's knowledge that no Constituents of Concern, other than those disclosed in writing to EDR, exist at or adjacent to the Site.

Indemnification and Mutual Waiver

1. Indemnification by EDR: To the fullest extent permitted by Laws and Regulations, EDR shall indemnify and hold harmless Client, and Client's officers, directors, members, partners, agents, EDR, and employees, from losses, damages, and judgments arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or negligent omission of EDR or EDR's officers, directors, members, partners, agents, employees, or EDR.
2. Indemnification by Client: To the fullest extent permitted by Laws and Regulations, Client shall defend, indemnify and hold harmless EDR and its officers, directors, members, partners, agents, employees, Clients, stockholders and EDR from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of EDR, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act, omission or intentionally wrongful conduct of Client or Client's officers, directors, members, partners, agents, employees, EDR, or others retained by or under contract to the Client with respect to this Agreement or to the Project.
3. Environmental Indemnification: To the fullest extent permitted by Laws and Regulations, Client shall indemnify and hold harmless EDR and its officers, directors, members, partners, agents, employees, Clients, stockholders and EDR from all claims, costs, losses, damages, actions, and judgments (including reasonable EDR's and attorney's fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Client to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
4. No Defense Obligation: The EDR's indemnification commitments in this Agreement do not include a defense obligation.
5. Percentage Share of Negligence: To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Client, EDR, and all other negligent entities and individuals.
6. Mutual Waiver: To the fullest extent permitted by Laws and Regulations, Client and EDR waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, Clients, stockholders and EDR, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.
7. Limit Of Liability: To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of EDR and EDR's officers, directors, members, partners, agents, employees, Clients, stockholders and Subconsultants, to Client and anyone claiming by, through, or under Client for any and all injuries, claims, losses, expenses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project, EDR or EDR's services or this Agreement, from any cause or causes whatsoever, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of EDR or EDR's officers, directors, members, partners, agents, employees, or its Subconsultants, shall not exceed the total amount of \$25,000 or the total amount of compensation actually received by EDR under this Agreement, whichever is lesser amount.

Record Retention, Miscellaneous Provisions, and Definitions

1. Records Retention: EDR shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to EDR's services or pertinent

to EDR's performance under this Agreement. Upon Client's request, EDR shall provide a copy of any such item to Client at cost.

2. Miscellaneous Provisions:

- a. Notices: Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- b. Survival: All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- c. Severability If any of the Provisions contained in this Agreement are held invalid, illegal, or unenforceable, the enforceability of the other remaining provisions shall not be impaired.
- d. Waiver: A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- e. Nothing contained in the Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or EDR

3. Definitions: Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the Exhibits, or in the following definitions:

- a. Additional Services—Any services performed for or furnished to Client by EDR which are outside its Scope of Services as defined herein for which EDR shall be entitled to additional compensation.
- b. Basic Services—The services to be performed for or furnished to Client by EDR within its Scope of Services as defined herein.
- c. Substantial Completion—EDR's services are substantially complete upon its initial delivery of final deliverables (reports, graphics, visualizations, mapping, studies, designs, design documents, construction documents, and inspection reports) as defined in the Basic Services listed.

RESOLUTION NO.: 149 - 2026

OF

JULY 13, 2026

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT IF AWARDED A NEW YORK STATE DEPARTMENT OF STATE BROWNFIELD OPPORTUNITY AREA PROGRAM GRANT NOT TO EXCEED \$400,000.00 WITH A 10% MATCH FOR PREDEVELOPMENT AND MASTER PLANNING ACTIVITIES FOR THE BROWNFIELD OPPORTUNITY AREA KNOWN AS THE “NEWBURGH, NY HILLSIDE”

WHEREAS, by Resolution No. 174-2021 of July 12, 2021, the City of Newburgh applied for and was awarded a New York State Department of State Brownfield Opportunity Area (“BOA”) Program Grant for a Nomination Study of the “Newburgh, NY Hillside”; and

WHEREAS, grant funding is available in the amount of \$400,000.00 for predevelopment and master planning activities for the BOA “Newburgh, NY Hillside” project; and

WHEREAS, the City of Newburgh, proposes to apply for and accept if awarded a New York State Department of State Brownfield Opportunity Area Program grant for predevelopment and master planning activities for the BOA “Newburgh, NY Hillside” project; and

WHEREAS, such grant funds shall be in an amount not to exceed \$400,000.00 with a 10% match to be provided through other funding by the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to apply for and accept if awarded a New York State Department of State Brownfield Opportunity Area Program grant in an amount not to exceed \$400,000.00 with a 10% match for predevelopment and master planning activities for the BOA “Newburgh, NY Hillside” project; and the City Manager be and he is hereby authorized to execute all such grant application forms, contracts, and documentation and take such further action as may be appropriate and necessary to accept such grant and administer the program funded thereby.



City of Newburgh

GRANT APPLICATION FORM

Grant Requestor:

Please complete the following form and submit the form along with either a hard copy of the grant announcement or the grant announcement website address to the City of Newburgh Grants Administrator for processing. You will be notified when your grant request has been approved to be sent for City Council Resolution.

NOTE: All fields are required unless marked "OPTIONAL."

SECTION A. COMPLETED BY GRANT REQUESTOR

NAME OF PROJECT FOR GRANT: Hillside Masterplan	NAME OF DEPARTMENT REQUESTING GRANT: Planning and Development	NAME OF DEPARTMENT HEAD/SPONSOR AUTHORIZING GRANT: Alexandra Church
NAME OF GRANT/NAME OF AWARDING AGENCY: Brownfield Opportunity Areas Program – Predevelopment Activities within a State-Designated BOA NY Department of State	GRANT SUBMITTAL DATE: Due date: July 31, 2026	AMOUNT OF AWARD: \$400,000
MATCH REQUIRED? IF YES, AMOUNT AND TYPE: (EX. CASH, IN-KIND) No match is required; however the awarded funds must not exceed 90% of project costs.	AMOUNT REQUIRED BY THE CITY OF NEWBURGH: \$40,000	(OPTIONAL) ANY ADDITIONAL GRANT CONDITIONS:



City of Newburgh

GRANT APPLICATION FORM

PROJECT PLAN:

Scope of Project:

Completing a Masterplan for the Hillside is the “next step” recommendation of the NYSDOS-designated Hillside BOA Nomination Study. This City proposes to use grant funds to complete a comprehensive plan for the BOA Hillside Neighborhood. Through the Study, the City wishes to establish an acceptable scale for redevelopment and to prepare the City-owned properties for redevelopment. The following tasks will be completed by the Study:

- Design parcel subdivision concepts for large City-owned properties.
- Design stormwater concepts for large City-owned properties.
- Research and create development models that incentivize property ownership opportunities for the descendants of urban renewal.
- Evaluate existing zoning, with emphasis on the Waterfront Gateway, Planned Waterfront District, Downtown Neighborhood District, and Broadway Corridor zoning districts.
- Devise criteria for future Request for Proposals for the redevelopment of City-owned property.
- Implement zoning amendments based on study findings; complete SEQRA for zoning amendments.

Key Stakeholders: Community and business stakeholders identified in the Hillside BOA Nomination Study; Planning & Development Department staff; and the City Engineer’s Office.

Project Timeline: (ex. Dates)

Winter 2027- RFP for project consultant

Spring 2027-Summer 2028- Complete study

Fall 2028-Winter 2029- Complete zoning amendments

SECTION B. FOR REVIEW BY CITY COMPTROLLER

GRANT MATCH REQUIREMENT REVIEWED? YES/NO:

COMMENTS:

IN-KIND SERVICES REQUIREMENT REVIEWED? YES/NO

COMMENTS:

STAFFING ISSUES REVIEWED? YES/NO:

COMMENTS:



City of Newburgh

GRANT APPLICATION FORM

ANY ADDITIONAL COMMENTS:

→ APPROVED BY CITY COMPTROLLER? YES/NO

CITY COMPTROLLER

SIGNATURE: _____

DATE: _____

NOTE: IF GRANT APPROVED, CITY COMPTROLLER WILL FORWARD TO CITY MANAGER FOR REVIEW. IF GRANT NOT APPROVED, CITY COMPTROLLER TO RETURN TO GRANTS COORDINATOR FOR FURTHER REVIEW BY PROJECT SPONSOR.

SECTION C: FOR REVIEW BY CITY MANAGER

→ APPROVED BY CITY MANAGER? YES/NO

CITY MANAGER

SIGNATURE: _____

DATE: _____

SECTION D: FOR REVIEW BY CORPORATION COUNSEL

→ APPROVED BY CORPORATION COUNSEL FOR RESOLUTION? YES/NO

CORPORATION COUNSEL

SIGNATURE: _____

DATE: _____



City of Newburgh

GRANT APPLICATION FORM

DATE RESOLUTION TO BE SENT TO CITY COUNCIL MEETING:

July 9th work session

July 13th Council meeting

Brownfield Opportunity Areas Program

Funding Available: Approximately \$2.0 million

Description:

The Department of State's Brownfield Opportunity Area Program provides 90:10 matching grants on a competitive basis to eligible municipalities, community-based not-for-profit organizations, and New York City Community Boards to complete a Pre-Planning activity to identify and provide preliminary analysis of potential brownfields; the development or update of Brownfield Opportunity Area (BOA) Plan (also known as BOA Nomination), and related implementation; Phase II Environmental Site Assessments, or predevelopment activities for neighborhoods, downtowns, or other defined areas within a State-designated BOA. This is a reimbursement program.

The BOA Request for Applications (RFA), which details all grant program requirements, is available on the Department's Funding & Bid Opportunities website at <https://dos.ny.gov/funding-bid-opportunities>. All applicants are encouraged to read the RFA in its entirety, as grant programs and requirements may change from year to year.

Funding Opportunity

The Department of State is making approximately \$2,000,000 available to fund applications for eligible activities under the BOA Program. State assistance awarded and paid to a grant recipient shall not exceed 90% of the total eligible costs set forth in the application and as approved by DOS.

The minimum State assistance request for each grant award is \$100,000. The maximum State assistance request for each BOA Predevelopment activities grant award is \$400,000. The maximum State assistance request for each BOA Pre-planning, BOA Planning, and Phase II Environmental Assessments (SA) grant award is \$300,000.

In addition, projects must document the amount and source of secured match funds in the application. Applicants who propose an ineligible match source or insufficient match will be contacted to verify if they have additional match from eligible sources. Applicants who do not have another source of eligible match equaling 10% of the project costs will have their award reduced, up to and including reduced to \$0, based on the amount of eligible match available.

Eligible Applicants:

Eligible applicants are municipalities, community-based organizations, and New York City community boards, as defined below:

- **Municipality** – A municipality is defined as a city, village, town, county, regional planning council (on behalf of a city, village, town or county that is a party to a collaborative agreement in accordance with General Municipal Law, Article 12-B, Section 239-h), local public authority, public benefit corporation, school district, special improvement district, supervisory district, district corporation, or Indian nation or tribe recognized by New York State or the United States with a reservation wholly or partially within the boundaries of New York State.
- **Community Based Organization** - A community-based organization must be a not-for-profit corporation under Section 501(c)(3) of the Internal Revenue Code at the time of application. In addition, its stated mission must be to promote reuse of known or suspected brownfield sites or community revitalization within the geographic area in which the community-based organization

is located; it must have 25 percent or more of its Board of Directors residing in the community in such area; and it must represent a community with a demonstrated financial need. Community based organization shall not include any not-for-profit corporation that has caused or contributed to the release or threatened release of a contaminant from or onto the brownfield site, or any not-for-profit corporation that generated, transported, or disposed of, or that arranged for, or caused, the generation, transportation, or disposal of contamination from or onto the brownfield site. This definition shall not apply if more than twenty-five percent of the members, officers or directors of the not-for-profit corporation are or were employed or receiving compensation from any person responsible for a site under title thirteen or title fourteen of article twenty-seven of the environmental conservation law, article twelve of the navigation law or under applicable principles of statutory or common law liability.

- Community Board – A Community Board is unique to New York City and is defined and described in Section 2800 of the New York City Charter.

Only applications from eligible applicants will be evaluated for funding. For applications submitted by a regional planning council (RPC) with the written consent and acting on behalf of one or more eligible counties, cities, towns, or villages, the RPC is required to attach a letter or resolution from each eligible county, city, town, and village participating in the project which demonstrates their consent and support for the RPC to submit a BOA grant application on their behalf.

If multiple applications for the same project are received by and on behalf of an eligible applicant, the applications will not be evaluated. The eligible village, town, city or county must decide prior to grant application whether to advance their own application or the RPC application. The Department shall have the sole discretion to determine if a proposed project is the same for multiple applications.

Two or more eligible applicants are encouraged to work in partnership and jointly apply for funding for a project that would improve an area of mutual interest or concern. Joint applicants should identify the municipality, community-based organization, or community board that the Department should recognize as the primary applicant for all purposes, including contract award.

Eligible Activities/Program Benefit Requirements:

Four types of activities are eligible for BOA funding: (1) Pre-Planning: Area-wide Brownfield Identification and Preliminary Analysis; (2) Planning: Development or Update of a BOA Plan; (3) Predevelopment Activities within a State-Designated BOA; (4) Phase II Environmental Site Assessments within a State-Designated BOA.

An application for funding should only include one activity. Eligible applicants wishing to apply for more than one grant activity should submit a separate application for each.

(1) Pre-Planning: Area-wide Brownfield Identification and Preliminary Analysis

Pre-Planning is the identification, inventory, and preliminary analysis of known or suspected brownfields, including vacant, abandoned and underutilized property, within a county, borough, or other multi-jurisdictional area to identify concentrations of these properties for future specific localized planning efforts. The analysis shall culminate in a description and justification of an area or areas for future BOA planning, a basic description of current land use and zoning; identifying the proximity of

potential brownfield sites to infrastructure assets; an assessment of existing and ongoing planning efforts; descriptions of existing known or suspected brownfield sites and other underutilized properties, a description of the area's potential for revitalization including the potential for renewable energy siting, and, as applicable, a set of action steps that can be taken to advance future BOA planning efforts.

Outcomes of a pre-planning activity will include a multi-jurisdictional inventory, including relevant mapping and preliminary analysis of identified known or suspected brownfield and other underutilized property, and the identification of smaller areas, demonstrating a concentration of underutilization, within the study area that are recommended for future BOA planning and designation by the State. The pre-planning activity will enable a county or multi-jurisdictional area to better understand development conditions surrounding potential brownfield clusters and integrate existing and ongoing planning efforts into the BOA program.

Pre-Planning Inventory and Analysis is intended for counties or multi-jurisdictional areas that have minimal information on the number and extent of potential brownfield sites, and related site underutilization that may have a significant adverse impact on the communities within the area studied. Pre-Planning will enable counties and cooperating local municipalities or a multi-jurisdictional area to conceive a holistic approach for long-term economic development and revitalization across boundaries.

(2) Planning: Development or Update of a BOA Plan

A BOA Plan is a study that consists of a community vision, goals, and strategies for revitalization of an area affected by a concentration of known or suspected brownfields. Development of a full BOA Plan provides an in-depth and thorough description and analysis, including an economic and market trends analysis, of existing conditions, opportunities, and re-use potential for properties located in the proposed Brownfield Opportunity Area with an emphasis on the identification and reuse potential of strategic known or suspected brownfield sites that may be catalysts for revitalization. An integral part of a BOA Plan is a description of key findings and recommendations to promote area-wide revitalization and redevelopment of strategic sites, including specific projects, initiatives, regulations, and potential for siting of clean energy projects and other actions. BOA Plans may also include, as appropriate, detailed reviews and recommendations to advance redevelopment of strategic sites such as conceptual site design, cost estimation, artist renderings, development of pro forma, and marketing strategies.

Achieving revitalization goals requires broad community support, strong partnerships, and sufficient local and regional capacity to overcome obstacles. Therefore, the preparation of a BOA Plan is expected to include robust community and stakeholder engagement as well as specific actions to develop partnerships and build the local capacity necessary to realize implementation of the plan.

Applicants may apply for funding to prepare or complete a BOA Plan or update an existing (designated or non-designated) BOA Plan to include all elements necessary to support a request for designation of the BOA by the Secretary of State and must commit to making such a request when the BOA Plan is deemed complete by DOS.

Applicants who have completed a BOA Plan (also called a Nomination or BOA Nomination), that has or has not culminated in BOA Designation, may submit for a plan update. Justification for an update is required and may include an outdated designated BOA Plan, a need to reconsider the BOA boundary, changes in economic or market conditions, changes in status of strategic sites, or barriers to

implementation. Updates of BOA plans should revisit all areas of the plan, updating them to reflect the community's vision as well as current conditions and opportunities within the BOA area.

BOA Plan elements required for designation of a BOA can be found in the BOA Designation Guidance, which is available on DOS's website at

<https://dos.ny.gov/system/files/documents/2020/09/boa-designation-guidance-fact-sheet.pdf>.

A generic BOA work plan which describes the tasks necessary to develop a BOA Plan is also available at <https://dos.ny.gov/funding-bid-opportunities>.

(3) Predevelopment Activities within a State-Designated BOA

Applicants may apply for funding for predevelopment activities within a BOA that has been designated by the Secretary of State. Applicants may apply for a BOA plan update to a designated BOA in conjunction with predevelopment activities. Plan components to be updated shall be substantive, and without such update, the proposed predevelopment activities identified could not proceed, given the existing BOA content or boundaries.

Applicants with a pending application for designation submitted to DOS prior to June 1, 2026 are also eligible to apply, however funding may only be awarded if the designation is made by the Secretary of State by October 1, 2026. A list of currently State-designated BOAs is available on DOS's website: <https://dos.ny.gov/brownfield-redevelopment>.

These activities should advance the goals and priorities for revitalization and redevelopment of the area as expressed in the BOA Plan completed for the State-designated BOA.

Eligible predevelopment activities may include:

Analyses, plans, and studies that are undertaken leading to the furtherment of catalytic redevelopment or area improvement within the State-designated BOA, including:

- Development of design, engineering, and/or construction plans and specifications
- Environmental analyses and studies
 - including, but not limited to, the preparation of a NYDEC Brownfield Cleanup Program (BCP) application for publicly-owned sites not including Phase II environmental assessments (unless applied for in a separate BOA application for Phase II ESA's), or any documentation or work not *required* for the application such as Community Participation Plans, Remedial Investigation Work Plans, Remedial Investigations and Reports and Remedial Action Work Plans.
- Housing and economic studies, analyses, and reports
- Building conditions studies
- Infrastructure analyses
- Renewable and clean energy feasibility studies

Professional Services to Advance Redevelopment consistent with the BOA Plan within the State-designated BOA, including:

- Development and implementation of marketing strategies
- Zoning and regulatory updates
- Legal and financial services

- Real estate services
- Public outreach
- Design Development, plans, specs and estimates

At the Department of State's discretion, applications for predevelopment activities that include the update of a designated BOA plan, must conduct the plan update and redesignate the BOA, prior to completing predevelopment activities.

A list of sample predevelopment activity projects is available on DOS's website for reference: <https://dos.ny.gov/brownfield-redevelopment>.

Analysis of opportunities to site a clean energy facility, such as solar, wind, or energy storage on underutilized, vacant, or abandoned parcels of land is encouraged by DOS.

The Department of State also encourages analyses, plans and studies, or professional services to advance redevelopment which include design that incorporates Americans with Disabilities Act (ADA) standards and other creative solutions which go beyond minimum ADA standards to maximize accessibility, make public spaces and facilities universally designed for persons of differing abilities, and allow all visitors equal access. For example, inclusion of ADA accessible streetscapes, parks, and site furnishings such as seating and tables that accommodate wheelchair users, age-friendly features, amenities appropriate to the varied capabilities of all users including individuals with cognitive, communicative, social/emotional and sensory disabilities, and multi-lingual or pictorial wayfinding.

(4) Phase II Environmental Site Assessments within a State-Designated BOA

The purpose of a Phase II Environmental Site Assessment (SA) is to gather reliable information about a property's environmental condition to guide the grantee in making an informed land use decision under the BOA Program. The ASTM standard for Phase II Environmental Site Assessments does not include the level of technical specificity required to select and design a remedy for the property, but it does provide flexibility in determining the necessary level of assessment needed and is appropriate for the land use planning stage of the redevelopment process.

Applicants may apply for SA funding within a State-designated BOA. Applicants with a pending application for designation submitted to DOS prior to June 1, 2026 are also eligible to apply, however funding may only be awarded if the designation is made by the Secretary of State by October 1, 2026. A list of State-designated BOAs is available on DOS's website: <https://dos.ny.gov/brownfield-redevelopment>.

For purposes of a SA, a site is defined around one or more areas of environmental concern and may include more than one contiguous tax parcel. The site must have definitive and identifiable boundaries. Each site for which SA funding is being sought must meet the criteria and conditions set forth herein. The completion of an environmental site assessment must advance the goals and priorities for the revitalization and redevelopment of the BOA area. Phase II Environmental Site Assessments must meet all criteria contained in the *Phase II Application for Site Assessment Supplement* and meet the following conditions.

Costs associated with the assessment of asbestos or lead paint inside a structure may be eligible if this information is required to determine technically and economically viable land uses for the BOA.

However, if the scope of the site assessment is almost exclusively the assessment of indoor asbestos or lead paint, the proposed site assessment will not be eligible. In addition, no other costs associated with the assessment of indoor conditions (e.g., soil vapor) are eligible.

Department of State guidance on Phase II Environmental Site Assessments is found in the *BOA Site Assessment Supplement Package* which is available at <https://dos.ny.gov/funding-bid-opportunities>. A Site Assessment Supplement form, completed in its entirety, must be submitted for each site for which funding is being requested.

Site Assessment applications will be evaluated on a pass/fail basis for eligibility. The applications that pass for eligibility are then evaluated per the scoring criteria outlined in Application Evaluation Criteria below.

Site eligibility for a Site Assessment funded through the BOA Program does not guarantee site eligibility in the New York State Brownfield Cleanup Program administered by the Department of Environmental Conservation (DEC).

For additional requirements regarding eligibility for this activity, see Section IV of the RFA.

Funding and Budget Guidance

The Brownfield Opportunity Areas program is reimbursement-based. State assistance awarded and paid through the BOA program shall not exceed 90% of the total eligible project costs set forth in the application and approved by DOS. An eligible applicant receiving a grant award must demonstrate the ability to cover the remaining 10% of the project costs, and those costs must be eligible and essential to project completion.

Applicants are required to provide a detailed budget justification for their funding request. When estimating the total eligible project cost, applicants should calculate the cost to complete each task included in the project scope of work, which may include costs associated with project management and grant administration. As a reference, DOS generic work plans describing tasks necessary to prepare a Pre-Planning analysis, a BOA Plan, BOA Predevelopment activities, or Phase II Environmental Site Assessments are available at: <https://dos.ny.gov/funding-bid-opportunities>. The budget may only include eligible costs described below, which directly support the project scope of work.

Applicants are encouraged to obtain multiple project quotes from consultants with relevant professional experience and background to inform the budget. Applicants are required to demonstrate that projects are ready to move forward. Applicants will be required to prepare and submit a project work schedule and timeline that includes major tasks and milestones with completion dates for each.

Eligible Costs

Costs must be adequately justified, directly support the scope of work of the proposed project and be essential to project completion. All costs will be paid on a reimbursement basis and must be documented. Eligible costs include the following:

Personal Services – Personal services include direct salaries, wages, and fringe benefits of employees of the applicant for activities related to project work, including project management and grant administration. Fringe benefits must be outlined in the application and include the organization's

documented rate. DOS reserves the right to review, and at its sole discretion exclude, any items which are not consistent with fringe benefits which are included in the organization's fringe rate.

Non-Personal Services – Non-personal services include consultant/contractual services for direct project related costs, project management, grant administration, project-related supplies and materials, necessary travel, and other goods and services required to complete the project.

Project management activities may include, but are not limited to, oversight and coordination of tasks needed to produce contractual deliverables, coordination of steering committee activities, consultant procurement and oversight, public outreach, technical assistance, and developing or providing local and/or regional capacity to advance revitalization goals.

Grant administration activities may include, but are not limited to, activities undertaken to comply with grant budgeting, recordkeeping and reporting requirements, such as preparation and submission of payment vouchers and other documents required under the grant.. Grant administration may not exceed 15% of the award amount or \$50,000, whichever is less.

Subcontracts for consultant/contractual services should be competitively procured based on the applicable provisions of New York State General Municipal Law or the specified provisions adopted within the bylaws or charter of the non-profit organization, and additional requirements as described in this RFA.

Determining Total Project Cost and State Funding Request

When estimating the total project cost, the applicant should clearly identify the cost to complete each task included in the project scope of work. This may include costs associated with project management and grant administration. All costs documented as part of the 'total project cost' must be eligible costs. As a reference, DOS generic work plans describing tasks necessary to prepare a Pre-Planning analysis, a BOA Plan, BOA Predevelopment activities or Phase II Environmental Site Assessments are available at: <https://dos.ny.gov/funding-bid-opportunities>. The budget may only include eligible costs described below which directly support the project scope of work.

To calculate the Total Project Cost:

Multiply the total project cost times the % State funding (0.90) = State Funds Requested

As an example, if the total project cost is \$200,000 to complete all tasks in the project scope of work, the State Funds Requested would be \$180,000.

*Ex: \$200,000 * 0.90 = \$180,000*

Applications requesting under \$100,000 in BOA grant funding will be disqualified and will not be scored.

Ineligible Costs

Ineligible costs include the following:

- Indirect or overhead costs of the applicant or municipality, such as rent, telephone service, general administrative support not directly related to the project work, computers, office

equipment, general office supplies, general operations costs, membership fees, subscription costs.

- Salaries and other expenses of elected officials.
- Local match (10% of Total Project Costs) funded with other Environmental Protection Funding (including but not limited to WQIP, BOA, Smart Growth, LWRP, OPRHP EPF).
- Taxes, insurance, fines, deficit funding.
- Loan and bond interest and associated fees. The interest associated with a Loan, Bond, or Bond Anticipation Note (BAN) cannot be calculated into project cost, whether for reimbursement or local match.
- Expenses associated with contingencies, fundraising and/or lobbying.
- Costs incurred outside of the contract term.
- Costs that are not adequately justified or that do not directly support the scope of work for the proposed project.

Failure to adequately justify direct project costs will render costs ineligible. Ineligible costs will be eliminated from the total project costs in the grant application.

Pre-Submission Requirements

All applicants must submit a resolution adopted by the applicant's governing authority that authorizes submission of the application and identifies the title of the applicant's authorized representative. A standard resolution template is available on the Department website at the following address: <https://dos.ny.gov/funding-bid-opportunities>.

For applications submitted by a regional planning council, the council is required to attach the resolution, which is required under General Municipal Law, Article 12-B, Section 239-h, creating the council and which demonstrates membership of each eligible county, city, town, and village participating in the project.

Requirements for applications by Community-based organization applicants

- Community-based organizations shall submit a resolution adopted by the board of directors.
- Applications from Community-Based Organizations requesting funding to develop or update a BOA Plan must include a resolution of support from the city, town or village with planning and land use authority over the proposed BOA. However, in New York City, the resolution of support must be from the community board or boards for the district or districts in which the proposed BOA is located.
- All community-based organizations shall submit the Brownfield Opportunity Area Program: Community Based Organization Affirmation (2024) stating that such community-based organization does not include any not-for-profit corporation that has caused or contributed to the release or threatened release of a contaminant from or onto the brownfield site, or any not-for-profit corporation that generated, transported, or disposed of, or that arranged for, or caused, the generation, transportation, or disposal of contamination from or onto the brownfield site or that no more than twenty-five percent of the members, officers or directors

of the not-for-profit corporation are or were employed or receiving compensation from any person responsible for a site under title thirteen or title fourteen of article twenty-seven of the environmental conservation law, article twelve of the navigation law or under applicable principles of statutory or common law liability. CBO affirmation available here:

<https://dos.ny.gov/funding-bid-opportunities>

- Community-Based Organizations must also register and be pre-qualified through the New York Statewide Financial System (SFS) on or before the application due date. Such applicants will be required to submit documentation of registration and pre-qualification with SFS, to include: (1) SFS Vendor ID; and (2) confirmation of Pre-Qualification Application Status. Information on this process is available at: <https://www.sfs.ny.gov/index.php/vendors>.

Any applicant requesting funding for Phase II Environmental Site Assessments within a State-Designated BOA must submit a *Site Assessment Supplement form*, completed in its entirety, and related attachments for each site for which funding is being requested. Substantially incomplete Site Assessment Forms will not be accepted. Site Assessment Forms can be found here: <https://dos.ny.gov/funding-bid-opportunities>

Other Requirements

Executive Order No. 16

Applicants are required to complete and submit the Certification under Executive Order No. 16 Prohibiting State Agencies and Authorities from Contracting with Businesses Conducting Business in Russia. The certification may be found here: https://ogs.ny.gov/system/files/documents/2022/04/eo16_certification.pdf. Completed Certification forms should be submitted no later than October 1, 2026, via email to BOA@dos.ny.gov. The applicant's name and CFA# should be included in the subject line.

Gender-Based Violence and the Workplace Policy

Applicants must certify that their organization has in place and has implemented a Gender-Based Violence and the Workplace Policy (please see the OPDV Gender-Based Violence and the Workplace website for more information regarding these policies) and has provided such policy to all of its employees, directors and board members. Such policy shall, at a minimum, meet the requirements of subdivision 11 of section five hundred seventy-five of the executive law. If the bidder cannot make this certification, they must include a signed statement setting forth in detail the reasons therefor.

Application Evaluation Criteria:

Applications will be reviewed according to the specific criteria presented below.

All applications must meet the following criteria:

- a. Applicant meets the minimum State assistance request of at least \$100,000.
- b. Applicant is an eligible applicant as previously defined.

Additionally, community-based organizations must meet all of the following criteria:

- Be pre-qualified through the New York Statewide Financial System (SFS) on or before the application due date.
- Be incorporated pursuant to New York State Not-For-Profit Corporation Law.
- Submit the Brownfield Opportunity Area Program: Community Based Organization Affirmation form.

Mandatory Application Components:

Applications must comply with guidelines established in Sections IV. Eligible Activities and V. Program Requirements. Failure to comply with criteria will result in disqualification:

- Proposed project is an eligible activity per RFA Section IV. Eligible Activities.
- Required resolutions(s) must be submitted per RFA Section VI. Pre-Submission Requirements.

Predevelopment Activities within a State-Designated BOA Applications

- Applications must have an approved BOA designation, or have submitted an application for designation prior to June 1, 2026, provided the designation is made by the Secretary of State by October 1, 2026.

BOA Site Assessment Supplement (SA) Applications:

- Applications must have an approved BOA designation, or have submitted an application for designation prior to June 1, 2026, provided the designation is made by the Secretary of State by October 1, 2026.
- Applications must include the Site Assessment Supplement for each site for which funding is being requested. The SA Supplement must be completed in its entirety and include all related attachments. Substantially incomplete Site Assessment Forms will not be accepted and the application will be found ineligible.

Evaluation Criteria

Applications will be evaluated to assess the degree to which they meet the elements of each criterion. Applications may receive points for any or all elements of each of the evaluation criteria below.

Criterion	Description	Pre-Planning	Planning for BOA Plan	Predevelopment	Phase II Environmental Site Assessment
Brownfield Opportunity (max. total 12 pts.)	Application clearly demonstrates the presence of known or suspected brownfields, including vacant, underutilized, deteriorated, and abandoned properties within the proposed area.	4	4		
	Application clearly demonstrates economic distress, risk to public health, and/or other negative impacts associated with the known or suspected brownfields within the proposed area.	4	4		
	Application clearly identifies potential vacant and known or suspected brownfield sites that are strategic opportunities to stimulate economic development, community revitalization or the siting of renewable energy facilities and other public amenities within the proposed area.	4	4		
	Application clearly states how the proposed project will advance the vision and goals of the BOA program as defined by the community in the BOA Plan for the State-designated BOA area.			6	6
	Application clearly demonstrates advancement of revitalization on a strategic site (s) and will catalyze additional redevelopment activities in accordance with recommendations as documented in the State-designated BOA.			6	6
Indicators of Economic	Application identifies indicators of economic distress by census tract(s) with each of the following indicators worth 1 point each. A maximum of six (6) points will be awarded:				

Distress (max. total 6 pts)					
	Poverty rate over 15 percent	1	1	1	1
	Median household income within the proposed project area is less than 50 percent of the surrounding area's median income	1	1	1	1
	Unemployment rate in project area is 125 percent or greater than the statewide unemployment rate	1	1	1	1
	Twenty-five (25) percent or more of the area is vacant, abandoned, or otherwise available for industrial or commercial development.	1	1	1	1
	Located in a federally-designated Opportunity Zone or an Environmental Zone (En-Zone) as defined by the New York State Department of Environmental Conservation	1	1	1	1
	Qualitative analysis of the BOA area demonstrates a significant disparity of distress compared to the surrounding community (income, property values, vacancy rates, and tax revenue generation).	1	1	1	1
Local Capacity & Partnershi ps (max. total 6 pts)	An effective organizational and staffing structure exists to advance and complete the project.	2	2	2	2
	The project is supported by multiple entities, including but not limited to municipalities, community-based organizations, and/or NYC Community Boards, and the support is demonstrated.	2	2	2	2
	The project will be carried out in a joint partnership between a municipality and a community-based organization and/or NYC Community Boards, and capacity of all participating entities has been demonstrated.	2	2	2	2
Public and Stakeholde r Support (max. total 6 pts)	Local leadership supports and is committed to the goals of the BOA project.	2	2	2	2
	Applicant has clearly provided evidence of public support for the project.	2	2	2	2
	Applicant has clearly provided evidence of support from stakeholder(s) directly impacted by the BOA project.	2	2	2	2
Economic Value (max. total 8 pts.)	Application describes strategic opportunities to stimulate economic development through redevelopment of known or suspected brownfields and opportunities to leverage direct or indirect private investment is demonstrated	4	2	2	4

	Project will generate new and expanded economic activity in the proposed or State-Designated BOA and in the surrounding region.		2	2	
	Application includes a detailed description of planned or actual efficient use or protection of public investment in resources and infrastructure.	4	2	2	4
	The project has potential to increase housing choices, expand job opportunities and eliminate barriers to employment, especially in distressed and high-need areas.		2	2	
Environmental Value (max total 6 pts.)	Project clearly identifies the positive public health outcomes and/or how the result of such project will avoid or mitigate negative public health outcomes.	5	1	1	5
	Project demonstrates that concrete steps will be taken to address environmental conditions at known or suspected brownfield sites.	1	1	1	1
	Project is consistent with NYS <u>CLCPA</u> and will mitigate the impacts of climate change through reduction of carbon emissions and/or increase in community resiliency.		1	2	
	The project includes the potential to enhance, protect or restore natural resources and promote green infrastructure.		2	2	
	Project area offers opportunities to accommodate clean energy generation, transmission, and/or storage facilities		1		
Public Value (max. total 6 pts)	Project area will support a mix of land uses and concentration of new development in urban centers where infrastructure and public services are adequate.	2	2		
	Application identifies opportunities where dynamic, diverse neighborhoods may result from the development of transformative housing, transportation and community projects that meets the needs of a diverse population.	2	2	2	2
	Application identifies opportunities to expand access to public open space, historic and cultural resources, and other public amenities in underserved areas.	2	2		
	Application clearly identifies how the proposed project will further public or private development or redevelopment in a State-designated BOA			2	2
	Application clearly identifies how the proposed project will create economic development, community revitalization, and provision of public amenities that benefit the BOA and larger community.			2	2

Scope of Work (max total 10 pts.)	The project scope of work is clear and concise and identifies all discrete tasks necessary to complete the scope of work and deliverables associated with each task.	2	2	4	4
	A detailed list of project deliverables is included in the application, that is consistent with program objectives.	2	2	3	3
	A detailed schedule is outlined including specific task costs, milestones, and completion dates for each task and the project.	2	2	1	1
	Application includes a detailed plan of the engagement process and approach to inclusive public participation that addresses how Diversity, Equity, Inclusion, Justice, and Accessibility will be included, and encourages participation from populations who are frequently underrepresented.	2	2	1	1
	Application has identified the public and stakeholders who would be affected by, or who can advance the project, and strategies to engage these groups in project planning and implementation.	2	2	1	1
Evaluation of Budget and Cost (max total 20 pts.)	Application explains in detail how the budget and costs were determined and identifies the person(s) responsible for compiling the budget including the relevant experience and background of all parties and the method/approach used to arrive at estimates.	5	5	5	5
	Application budget details all project components involved and the cost of each component. The budget is cost-effective, presents necessary and realistic costs, and does not contain extraneous or ineligible expenses.	5	5	5	5
	Proposed budget includes an explanation and cost breakdown of each budget line, and the written explanation clearly support the applicants need for financial aid to achieve the desired project outcome.	5	5	5	5
	Budget narrative describes how the grant recipient will monitor expenditures throughout the contract period to ensure that the project stays on schedule and within the outlined budget.	5	5	5	5
Total		80	80	80	80

Regional Economic Development Council Support *(maximum of 20 points)*

Each application will be scored by the Regional Economic Development Council in which the proposed project is located. Regional Councils will review applications to assess the degree to which the project helps implement the Regional Strategic Plan. The Regional Council will score applications based on a set of standards, referred to as “endorsement standards” and will assign each project a single score of 20, 15, 10, 5, or 0 (no fractions) based on merit. Regional Strategic Plans and endorsement standards can be found at <https://regionalcouncils.ny.gov/>

Award Method:

The Department of State is making approximately \$2,000,000 available for award under this procurement. Each application will be reviewed for eligibility and, if determined eligible, will be scored according to the application evaluation criteria. Applications deemed ineligible will not be scored. Eligible applications will be scored, and funds will be awarded in rank order until available funds are fully distributed.

A total score of 100 points is possible for any application, of which 80 points is derived from program criteria and 20 points from the Regional Economic Development Council (REDC) endorsement. REDC points are based on regional economic priorities and are assigned by the REDCs.

DOS may make an award in whole or in part and may offer partial funding if a particular component is ineligible or not ready to move forward or the budget requested is not adequately supported and justified. DOS may offer partial funding to an applicant if its application cannot be fully funded within the funds remaining; if the applicant declines the partial funding, funding may be awarded to the next highest-scoring unfunded application. If an awardee fails to satisfactorily negotiate a proper contract within a reasonable period of time, that funding may be awarded to the next highest-scoring unfunded application.

In the event that another NYS agency fully funds a high scoring project through the CFA process, the awardee will receive funding from only one state agency. DOS will work with other NYS agencies to ensure that duplication of funding does not occur. If an applicant receives full funding from another agency, DOS reserves the right to award full or partial funding to the next highest scoring unfunded application.

The opportunity to be debriefed will be provided, upon request, to unsuccessful applicants. Requests must be made in writing within 15 calendar days of notification of status of award. Debriefings are expected to be conducted within 15 calendar days of the written request.

In the event unsuccessful applicants wish to protest the award resulting from this RFA, the applicants should follow the protest procedures established by the Office of the State Comptroller (OSC). These procedures can be found in Chapter XI Section 17 of the Guide to Financial Operations (GFO), available on-line at: <http://www.osc.state.ny.us/agencies/guide/MyWebHelp/>.

Successful Applicant Requirements:

New York State Smart Growth Public Infrastructure Policy Act

Awards made through this grant program shall be consistent with the State's Smart Growth Public Infrastructure Policy Act (Environmental Conservation Law, Article 6), where applicable.

Statewide Financial System

Grant applicants are encouraged to register through the New York Statewide Financial System. To register, log on to <https://www.sfs.ny.gov/index.php/vendors>.

Standard Cost Reimbursement Contract

Each successful applicant must enter into a State of New York Contract for Grants. with the Department, which will include standard clauses required by the NYS Attorney General, Attachment A (including compliance with Article 15-A of the New York Executive Law), the agreed upon work plan and budget, and other applicable attachments as required. The contract will: 1) be subject to approval by the Attorney General and State Comptroller; 2) require submission of final products in both hard copy and electronic format; 3) be subject to reimbursement only upon proper documentation and compliance with reimbursement procedures and 4) be subject to all contractual requirements. A copy of the State of New York Contract for Grants. including the attachments outlined above is available from the Department upon request.

To ensure that funds are awarded for projects that are ready to move forward, the Department of State reserves the right to rescind an award if the state contract is not signed and returned within an acceptable period of time. Expenses incurred prior to the start date of the state contract cannot be reimbursed.

Compliance with Procurement Requirements

Municipalities

All contracts by municipalities for service, labor, and construction involving not more than \$35,000 and purchase contracts involving not more than \$20,000 are subject to the requirements of General Municipal Law §104-b, which requires such contracts to comply with the procurement policies and procedures of the municipality involved. All such contracts shall be awarded after and in accordance with such municipal procedures, subject to the Minority or Women-Owned Business Enterprise (MWBE) requirements as set forth below and any additional requirements imposed by the State as set forth in Attachment C of the State of New York Contract for Grants.

The municipal attorney, chief legal officer or financial administrator of the municipality shall certify to the DOS that applicable public bidding procedures of General Municipal Law §103 were followed for all service, labor, and construction contracts involving more than \$35,000 and all purchase contracts involving more than \$20,000. In the case of contracts by municipalities for service, labor, and construction contracts involving not more than \$35,000 and purchase contracts involving not more than \$20,000, the municipal attorney, chief legal officer or financial administrator shall certify that the procedures of the municipality established pursuant to General Municipal Law §104-b were fully complied with, in addition to the MWBE requirements.

The municipal attorney, chief legal officer or financial administrator for the municipality shall certify to the DOS that alternative proposals and/or quotations for professional services were secured by use of written requests for proposals through a publicly advertised process. This certification will verify that the procurement

requirements were met and ensure the prudent and economical use of public funds for professional services of maximum quality at reasonable cost.

Not-for-Profit Community-Based Organizations

The chief legal officer or financial administrator of the community-based organization, which is a grant recipient and serves as State Contractor, shall certify to the State that alternative proposals and quotations for professional services were secured by use of written requests for proposals through a publicly advertised process satisfactory to meet the MWBE requirements set forth below and to ensure the prudent and economical use of public funds for professional services of maximum quality at reasonable cost.

Community Boards (in New York City)

Chapter 70 of the New York City Charter provides for the creation of community boards for each community district that has been established in the City. Such community boards do not exist outside of New York City.

Each community board in New York City must comply with all laws, regulations, rules, and procedures that govern each such board's procurement of contracts, goods, and services, and shall certify compliance with such laws, regulations, rules, and procedures to the State. Community boards must also certify to the State that all applicable MWBE requirements, including those that are set forth below, have been met.

Record Retention and Audits

The successful applicant shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the State of New York Contract for Grants DOS. Payment requests may be subject to periodic reviews. The successful applicant will be required to agree to produce and retain for the balance of the term of the State of New York Contract for Grants, and for a period of six years from the later of the date of (i) the State of New York Contract for Grants and (ii) the most recent amendment of the State of New York Contract for Grants, any and all records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the State of New York Contract for Grants. Such records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted (i) personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable, (ii) payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable, (iii) non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable, (iv) receipt and deposit of advances and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.

Minority and Women-Owned Business Enterprise Participation

Applicants must submit the MWBE Compliance Form with their application confirming their understanding of the MWBE requirement and agreeing to show due diligence and make good faith efforts to provide meaningful participation by MWBE's, whenever possible, if awarded the contract.

Contract Period

Subject to the continued availability of funds in the budget, the contract period shall not exceed five years from the start date of the contract. The earliest start date for contracts is April 1, 2026, no extensions are anticipated, however special consideration for extensions due to extreme extenuating circumstances may be granted on a case-by-case basis.

Satisfactory Progress

It is imperative that the grant recipient complete the project as set forth in the agreed upon work plan of the contract. Failure to render proof of satisfactory progress or to complete the project to the satisfaction of the State may be deemed an abandonment of the project and may cause the suspension or termination of any obligation of the State. Satisfactory progress toward implementation includes, but is not limited to, executing contracts and submitting status reports and payment requests in a timely fashion, retaining consultants, written certification of compliance with procurement requirements, and completing plans, designs, reports, or other tasks identified in the work plan within the time allocated for their completion. The Department of State may recapture awarded funds if satisfactory progress is not being made on the implementation of the awarded project. Applicants should not submit applications if they do not expect to initiate the project within a reasonable time period after receiving and executed contract and/or will not be able to complete the project within the time period cited in the application.

Additional Resources:

The Request for Applications and additional resource materials are available on the Department of States Funding & Bid Opportunities website at <https://dos.ny.gov/funding-bid-opportunities>. Updates and/or modifications to the RFA, along with answers to written questions received, will be posted on the website.

Written questions will be accepted until June 19, 2026. Questions should be submitted by e-mail to boa@dos.ny.gov or in writing to the address below. When corresponding by e-mail, clearly indicate the subject as: "26-BOA-19 RFA Questions". To the degree possible, each inquiry should cite the RFA section and paragraph to which it refers.

Responses to questions received by June 19, 2026, will be posted by July 10, 2026, on the Department's website at: <https://dos.ny.gov/funding-bid-opportunities>. No responses will be provided to inquiries made by telephone, social media, or by contacting DOS staff directly via email or telephone.

Applicants should review the final responses. The responses to questions received during this time period will be official responses by the Department of State (DOS) to questions and will be incorporated into the Request for Applications.

A schedule listing the regional workshops, and webinars which provide an overview of the application process and program requirements, are available at: <http://regionalcouncils.ny.gov/>

RESOLUTION NO.: 150 - 2026

OF

JULY 13, 2026

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT
IF AWARDED A NEW YORK STATE AFRICAN AMERICAN HERITAGE GRANT
FOR COSTS INCURRED IN THE CONSTRUCTION OF
THE NEWBURGH COLORED BURIAL GROUND MEMORIAL
IN AN AMOUNT NOT TO EXCEED \$200,000.00**

WHEREAS, in 2008, at the commencement of construction of the new courthouse facility at the Broadway School site at Broadway and Robinson Avenue, human remains were unearthed from the burying ground which were the remains of citizens and residents of the City of Newburgh in the 19th Century, including specifically African-Americans and people of color; and

WHEREAS, the City Council of the City of Newburgh has taken a number of steps to ensure proper the commemoration, management and enshrinement of the human remains, including but not limited to dedicating an area within Downing Park for a memorial area (Resolution No. 133-2022 of May 23, 2022) (“Newburgh Colored Burial Ground Memorial”) and design of the Newburgh Colored Burial Ground Memorial (Resolution No. 288-2022 of November 28, 2022); and

WHEREAS, the New York State African American Heritage Grant Program is providing up to \$200,000.00 in capital grant assistance for costs incurred in the construction of the Newburgh Colored Burial Ground Memorial; and

WHEREAS, no City matching funds are required and the City Council finds that it is in the best interests of the City of Newburgh and its further development to apply for and accept the grant if awarded;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newburgh that the City Manager be and he hereby is authorized to apply for and accept if awarded a New York State African American Heritage Grant Program grant in an amount not to exceed \$200,000.00 with no City match for costs incurred in the construction of the Newburgh Colored Burial Ground Memorial; and that the City Manager is authorized to execute all such documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the programs funded thereby.



City of Newburgh

GRANT APPLICATION FORM

Grant Requestor:

Please complete the following form and submit the form along with either a hard copy of the grant announcement or the grant announcement website address to the City of Newburgh Grants Administrator for processing. You will be notified when your grant request has been approved to be sent for City Council Resolution.

NOTE: All fields are required unless marked "OPTIONAL."

SECTION A. COMPLETED BY GRANT REQUESTOR

NAME OF PROJECT FOR GRANT: Construction of the Newburgh Colored Burial Ground Memorial	NAME OF DEPARTMENT REQUESTING GRANT: Planning and Development	NAME OF DEPARTMENT HEAD/SPONSOR AUTHORIZING GRANT: Alexandra Church
NAME OF GRANT/NAME OF AWARING AGENCY: NYS African American Heritage Grant Program	GRANT SUBMITTAL DATE: Due date: August 3 rd , 2026	AMOUNT OF AWARD: 200,000
MATCH REQUIRED? IF YES, AMOUNT AND TYPE: (EX. CASH, IN-KIND) No match is required. If the total project cost exceeds the grant request, the Applicant Share details section MUST be filled out on the budget template.	AMOUNT REQUIRED BY THE CITY OF NEWBURGH: \$0.00 Any expenses or donations towards the project can be filled in the respective Applicant Share areas on the budget template.	(OPTIONAL) ANY ADDITIONAL GRANT CONDITIONS:



City of Newburgh

GRANT APPLICATION FORM

PROJECT PLAN:

Scope of Project: **Construction of the new Colored Burial Ground memorial and reinterment area in Downing Park.**

Key Stakeholders: Planning and Development, Engineering,

Project Timeline: (ex. Dates)

After bidding, the construction can start Spring/Summer 2027 and conclude Spring/Summer 2028

SECTION B. FOR REVIEW BY CITY COMPTROLLER

GRANT MATCH REQUIREMENT REVIEWED? YES/NO:

COMMENTS:

IN-KIND SERVICES REQUIREMENT REVIEWED? YES/NO

COMMENTS:

STAFFING ISSUES REVIEWED? YES/NO:

COMMENTS:

ANY ADDITIONAL COMMENTS:

→ APPROVED BY CITY COMPTROLLER? YES/NO

CITY COMPTROLLER

SIGNATURE: _____

DATE: 6/25/26

NOTE: IF GRANT APPROVED, CITY COMPTROLLER WILL FORWARD TO CITY MANAGER FOR REVIEW. IF GRANT NOT APPROVED, CITY COMPTROLLER TO RETURN TO GRANTS COORDINATOR FOR FURTHER REVIEW BY PROJECT SPONSOR.



City of Newburgh

GRANT APPLICATION FORM

SECTION C: FOR REVIEW BY CITY MANAGER

→ APPROVED BY CITY MANAGER? YES/NO

CITY MANAGER
SIGNATURE: _____

DATE: _____

SECTION D: FOR REVIEW BY CORPORATION COUNSEL

→ APPROVED BY CORPORATION COUNSEL FOR RESOLUTION? YES/NO

CORPORATION COUNSEL
SIGNATURE: _____

DATE: _____

DATE RESOLUTION TO BE SENT TO CITY COUNCIL MEETING:

NYS African American Heritage Grant Guidelines 2026

Pre-application Deadline: **May 22, 2026**

Full application Deadline: **August 3, 2026.**

<https://parks.ny.gov/grants/african-american-heritage-grant>



**Enslavement
to Freedom**
1627 – 1827 – 2027



New York State
Parks, Recreation and
Historic Preservation



New York State
Commission on
African American
History



Department
of State

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I. Program Information

New York State African American Heritage Grant Program

Pre-applications due by **11:59 pm on May 22, 2026.**

Full applications due by **11:59pm on August 3, 2026.**

About

The New York State African American Heritage Grant Program (NYS AAH) provides grants to assist nonprofit organizations and local governments in documenting, interpreting, and preserving places and stories of historical and cultural importance to the African American experience in New York. The program is administered by the New York State Office of Parks, Recreation and Historic Preservation (OPRHP)'s Division for Historic Preservation, in partnership with the New York State Commission on African American History (Commission) and the New York State Department of State (DOS).

Funding for this program comes from a New York State appropriation to the Commission to support and promote a greater understanding of the history and achievements of African Americans and people of African descent throughout the State.

Purpose

The NYS AAH Grant Program was created to educate the public about sites and people connected to a broad spectrum of Black history across New York. All eligible projects must focus within the period from 1627, when the first enslaved Africans arrived in New Amsterdam, to 1975, the latter part of the Black Arts and Black Power movements. Using the years 1627-1975 ensures that the most important places, people, and events within the diverse legacy of contributions, struggles, and cultural influences are preserved and recognized.

Award Types and Size

There are two separate grant categories: **Education Grants** and **Capital Grants**.

- Applicants may apply for one or both categories.
- Please note that separate grant applications are required for each category.
- Matching funds are welcome but not required.

	Available Funding	Funding Rounds	Award Minimum	Award not to Exceed
EDUCATION GRANTS	\$2.8 million	2 (anticipated)	\$10,000	\$150,000
CAPITAL GRANTS	\$1 million	1 (anticipated)	\$30,000	\$200,000

This grant program is administered on a reimbursement basis. Successful applicants will be expected to fund project expenditures upfront, then submit for reimbursement. Applicants must plan their financial arrangements accordingly.

Timeline

- Live informational webinars will be hosted on April 28, 2026, and April 30, 2026. Interested applicants are strongly encouraged to participate in at least one of the webinars.
- Pre-application will be made available on May 4, 2026
- Recorded webinars will be made available to stream on May 7, 2026
- Pre-application responses will be due May 22, 2026
- Full applications will be made available to eligible applicants on June 1, 2026
- Full applications will be due August 3, 2026
- OPRHP anticipates making award announcements November 2026
- Projects must be completed and closed out by August 2030

Grant Contacts

For Education Project questions, contact India Futterman at India.futterman@parks.ny.gov.

For Capital Project questions, contact Ashley Barrett at Ashley.barrett@parks.ny.gov.

II. Eligibility

Eligible Applicants

Nonprofit organizations registered in New York State and municipalities (city, village, town, county) committed to embracing, preserving, and sharing the history, placemaking, and achievements of African Americans in New York State through targeted education and capital projects are eligible to apply to the NYS AAH Grant Program.

Examples of nonprofit organizations eligible to apply for this opportunity include Black cultural institutions, local preservation organizations, historic sites or museums, historical societies, Friends Groups, sectarian (faith-based) organizations, and burial ground or cemetery associations.

Education and Capital projects proposed by sectarian organizations under this grant program **MUST** be available and accessible to all members of the public and nonsectarian in nature. Nonsectarian is defined as not being affiliated with or limited to a specific religious denomination.

All applicants must be registered in the Statewide Financial System (SFS) and nonprofit organizations must be prequalified to do business with New York State by the full grant application deadline. For information see <https://grantsmanagement.ny.gov/resources-grant-applicants>.

Statewide Financial System (SFS) Prequalification

Nonprofit organizations must be prequalified within the Statewide Financial System (SFS) as of the full grant application due date, **August 3, 2026**. Applicants that fail to meet this requirement will be disqualified. Prequalification includes answering basic questions regarding the organization and uploading key organizational documents. Once Prequalified, it is the responsibility of nonprofits to maintain Prequalification.

For additional guidance on getting Prequalified in SFS, visit <https://grantsmanagement.ny.gov/get-prequalified>.

Sectarian entities applying for this grant must also be incorporated under the Religious Corporations Law or a charitable corporation incorporated under the Not-for-Profit Corporation Law.

Eligible Project Types

Education Projects

Education grants support education, interpretation, programming, research, and/or documentation projects that highlight, uncover, uplift, and amplify the contributions and history of African Americans in New York State. Project teams must include professional services as applicable to the project type (e.g., historian, graphic designer, planner, etc.). Eligible projects may include (but are not limited to):

- Oral history projects that document historic events, people, and/or places

- Website, mobile app, interactive digital media, story maps, audiovisual programming
- Collaborating with scholars and creatives to re-imagine interpretation and programming, tours of historic places, and exhibitions that focus on Black history as a primary narrative
- Educational programming focused on Black history
- Public art that includes an educational component
- Historic markers and interpretive signage
- Digitization and/or archiving of papers, photos, and video records providing information on significant civil rights events, persons, and associated sites that will be stored in a place available to the public
- Historic resource surveys to discover and document properties and sites
- National Register of Historic Places nominations for properties that meet the NR criteria
- Cemetery or burial ground projects resulting in publicly available research describing the origins and daily lives of the deceased individuals; these projects may include:
 - Existing burial grounds: Archaeological survey reports and documentation with no ground disturbance (e.g., ground penetrating radar, unmanned aerial vehicle technology from a licensed provider, photogrammetry of headstones, and/or LiDAR)
 - Burial sites disturbed by a construction project: Predevelopment work associated with proposed reinterment, including feasibility studies and engagement of descendant communities and potential partners (i.e., the municipality, county, or town historian, private property owner, and maybe a funeral home)
 - Reinterment: The reinterment of human remains disturbed by a construction project may be an eligible project, provided that an organization shows that it has successfully addressed the complex cultural, equity, and legal issues.

For education projects with an installed physical component, such as outdoor interpretive signage or public art in areas not under the ownership of the applicant, the applicant must provide proof of permission for proposed work indicated by a signed Owner Consent Form at point of application.

Capital Projects

Capital grants support pre-development planning and design, construction, or a combination of both for existing buildings, structures, or sites that highlight the contributions and history of African Americans in New York State. Note that for projects combining pre-development planning and design and construction, the pre-development costs cannot exceed 15% of the total grant request.

Eligible capital projects include:

- Capital improvements to existing facilities, sites, and monuments, including conservation, restoration, rehabilitation, stabilization, preservation, new construction, and accessibility upgrades
- Historic cemetery preservation projects: cleaning, repair, resetting, conservation of gravestones, monuments, walls, steps, structures, and other above-ground features associated with African American burial sites
- Pre-development planning and design, such as
 - feasibility and reuse studies
 - property condition assessment reports with cost analyses
 - site designs
 - architectural/engineering plans, specifications, and construction documents
 - ADA accessibility plans
 - landscape conservation plans
 - archaeological investigations necessary for construction

Preference will be given to Capital projects that:

- are properties threatened by adverse circumstances, putting into question their continued use and long-term survival
- are publicly accessible properties that benefit public education and programming related to African American history

Properties do not need to be designated as historic or more than 50 years old to be eligible. However, for capital projects involving National Register-listed or NR-eligible, and National Historic Landmark properties, all work must conform to the Secretary of the Interior's Standards for the Treatment of Historic Properties, found here:

<https://www.nps.gov/orgs/1739/secretary-standards-treatment-historic-properties.htm>.

For Capital projects, the applicant must either own the property for which the grant funding is requested or show proof of a long-term lease agreement and owner consent to the grant application and proposed work.

Ineligible Costs

The following categories of expenditures are non-allowable for expenditure of grant funds. This is not intended to be an exhaustive list, and the African American Heritage Grant project team will evaluate the allowability of all expenditures in accordance with applicable Federal and State statutes, regulations, these guidelines or the terms and conditions of the Grant Award Agreement.

- Work completed prior to award
- Indirect costs, including Grantee overhead, management expenses, general operating costs and other costs that are not readily identifiable as expenditures for the materials and services required to complete the work identified in the Scope of Work in the Grant Award Agreement. Other examples of indirect costs include rent/mortgage, utilities, janitorial services, insurance, accounting, internet service, monthly expenses associated with security systems, non-grant related administrative and clerical staffing
- Fundraising events/expenses; costs associated with attending conferences, summits, workshops or presentations; travel expenditures
- Entertainment, food, beverages, awards or gifts
- Lobbying expenses
- For project activities directed at a Historic Property, expenditures for work not consistent with the applicable historic preservation standards as outlined in the Secretary of the Interior's Standards for the Treatment of Historic Properties
- Building demolition
- Property acquisition (purchases of land, buildings, or collections)

III. Application Process

Pre-Application Questionnaire

The first step in the application process will require the applicant to fill out a brief online **pre-application questionnaire** to confirm the project's eligibility for this program. The pre-application asks for:

- contact information
- name of the organization or local government
- project category (education or capital)
- brief project description
- amount of grant funding requested

- total project cost (if different from above)
- signature

The pre-application questionnaire must be submitted online no later than **11:59 pm on May 22, 2026**.

Upon eligibility confirmation, successful pre-applicants will be provided with the full grant application package by **June 1, 2026**.

A link to the pre-application will be available on our website on **May 4, 2026**. Please check <https://parks.ny.gov/grants/african-american-heritage-grant> for updates.

Full Grant Application

The full application package will include an online form that includes narrative sections as well as required attachments listed below. The deadline to submit the full application is **11:59 pm on August 3, 2026**.

Required attachments to be uploaded with the full application submission:

- 1) Owner Consent Form (if the applicant leases or does not own the property)
- 2) Project Narrative Criteria Worksheet
- 3) Resumes of key staff administering the project and consultants/contractors (if applicable). Combine into single PDF document
- 4) Itemized Budget Worksheet
- 5) Documentation of community support. Combine into single PDF document
- 6) Photographs of the property (if applicable). Combine into single PDF document
- 7) Additional relevant documents (optional); such as existing planning and predevelopment documents, engineering reports, condition reports, and architectural drawings. Use this space to include any documentation that will assist reviewers in understanding and evaluating your project.

Evaluation Criteria

Projects will be rated using the criteria listed below. The application questions are designed to elicit responses that address these criteria. A total of 100 points is possible from the application criteria. In addition to these points, the AAH Grant Review Panel reserves the right to award up to 10 additional points to project proposals that meet OPRHP priorities. Applications will be rated individually, then the review panel will meet collectively to make final decisions to determine the projects to be funded. The AAH Grant Review Panel's evaluation will be based on the information contained in the application, required attachments and support materials submitted with the application.

Education

- 1) Project scope and timeline (up to 25 points): The application demonstrates a clear objective that is aligned with the grant program's purpose. The application demonstrates the applicant's ability to complete the project within the required grant timeline.
- 2) Project team/organizational capacity (up to 15 points): The application demonstrates the organization's capacity to successfully complete the project.
- 3) Public benefit (up to 20 points): The project will significantly increase awareness and understanding of African American history, with provisions made for physical or programmatic access by individuals with disabilities as defined by the Americans with Disabilities Act (ADA). The application successfully defines the audience and plans for outreach/community engagement, with plans made to maintain public access to the products of this project after completion (i.e. posting recorded events, maintaining digital versions of temporary exhibits, etc.).
- 4) Significance (up to 20 points): The application clearly articulates and defines how the project will be used to support education, interpretation, and/or programming that highlights, uplifts, and amplifies the contributions and history of African Americans in the community or state.
- 5) Project Budget (up to 10 points): The project budget is reasonable and based on estimates from a reliable source. For projects with costs greater than the grant request, the application demonstrates how additional funding will be secured.
- 6) Community support for the project (up to 10 points): The application demonstrates support for the project from the local community.

Capital

- 1) Project scope and timeline (up to 25 points): The application demonstrates a clear objective that is aligned with the grant program's purpose. The application demonstrates the applicant's ability to complete the project within the required grant timeline. For project sites that are eligible or listed in the National Register, the proposed work conforms to the Secretary of the Interior's Standards for the Treatment of Historic Properties.
- 2) Project team/organizational capacity (up to 15 points): The application demonstrates the organization's capacity to successfully complete the project. The organization demonstrates the ability to operate and maintain the building or site after the work is done.
- 3) Public benefit (up to 20 points): The project site will be accessible to the general public, with provisions made for physical or programmatic access by individuals

with disabilities as defined by the Americans with Disabilities Act (ADA). The project assures the continued viability of the physical resource into the future.

For historic properties: The project will significantly increase awareness and understanding of a historic building or site associated with African American history in NYS.

For non-historic properties or historic buildings with no historic ties to African American Heritage: The space or place will house activities or support an organization that effectively interprets and celebrates African American history.

4) Significance (up to 20 points):

For historic properties: the relative significance of the building or site in the history of African Americans and people of African descent in NYS is clearly articulated and defined.

For non-historic properties or historic buildings with no historic ties to African American Heritage: the application clearly articulates and defines how the space or place, upon completion of the capital project, will be used to support education, interpretation, and/or programming that aligns with the grant program's purpose.

5) Project Budget (up to 10 points): The project budget is reasonable and based on estimates from a reliable source. For projects with costs greater than the grant request, the application demonstrates how additional funding will be secured.

6) Community support for the project (up to 10 points): The application demonstrates support for the project from the local community.

OPRHP Priorities

The AAH Grant Review Panel may also award up to 10 points to projects that address agency priorities. These priorities include funding for:

- projects that reflect equitable/representative geographic distribution
- organizations whose mission reflects their commitment to African American history or culture
- projects that focus on underrepresented resources and/or themes

Question & Answer Period

Applicants are strongly encouraged to participate in at least one of the informational webinars held on April 28th and April 30th, 2026, for a chance to learn more about the application process and ask questions. A recording of the webinar will be posted to

<https://parks.ny.gov/grants/african-american-heritage-grant> for applicants who are not able to attend the live sessions.

Those with additional questions should contact the staff members below, who are available to answer applicant questions during business hours as needed until such time as the applicant submits their full grant application. Once the application has been submitted for review and rating, staff is no longer able to answer questions. Also note that staff cannot review draft applications.

For Education Project questions, contact India Futterman at India.futterman@parks.ny.gov.

For Capital Project questions, contact Ashley Barrett at Ashley.barrett@parks.ny.gov.

For budget or contracting questions contact Katherine Raymond at katherine.raymond@parks.ny.gov.

IV. Grant Award and Post-Award Process

Grant Award

Successful applicants will receive an Award Letter detailing those elements of the proposed scope and budget that have been accepted for funding. Please note that projects may not be funded at the full requested amount. If the grantee accepts the award, they will be required to enter into a grant contract with New York State.

After acceptance, Awardees will be contacted to schedule a project kickoff meeting to review all contracting, reporting, and procedural requirements.

Successful applicants are advised NOT to begin work until their grant contract has been fully executed. Contracting will begin once all Post-Award documentation is received.

Post-Award Process

Certain Conditions of Award (COA) requirements must be met prior to execution of a contract such as registration with the Statewide Financial System (SFS); enrollment in the electronic payment program for vendors; and submission of an authorizing resolution, insurances, ownership documentation, Executive Orders, and policy certifications.

Nonprofits must be up to date with the NYS Office of the Attorney General's Charities Bureau, maintain prequalification status in SFS and submit a Vendor Responsibility Questionnaire for contracts over \$100K.

Detailed instructions, forms and contact information will be shared and reviewed at your kickoff meeting.

Capital Project Requirements

Preservation Covenants (for National Register-eligible or listed properties only)

To ensure the public benefits from the investment of public funds, historic properties developed with grant funds receive long-term protections in the form of Preservation Covenants. These covenants require that the properties be maintained in reasonably good order, and require consultation with OPRHP prior to any proposed construction, alteration, or demolition affecting the protected property.

The term (duration) of the preservation covenant is dependent on the amount of grant funding the property receives. Preservation covenants run with the land and apply to the grant recipient and all successive owners, operators and lessees.

Grant Amount	Duration of Preservation Covenant
\$30,000 – \$49,999	5 years
\$50,000 - \$99,999	10 years
\$100,000 - \$200,000	15 years

Education Project Requirements

Applicants undertaking education projects will be expected to obtain appropriate permissions and/or permits from the relevant property owners or authorities for projects taking place at locations not owned by their organization.

Examples of this type of project include, but are not limited to:

- theater troupe performing a live reenactment of a historic event at a public park must obtain a permit from the municipality that owns the park
- historical society surveying graves at a burial ground owned by a private owner must obtain written permission for the project work
- production company filming a documentary-style film at a historic site must obtain written permission to film on the premises

Reporting Requirements

Grantees will be required to provide progress reports on a biannual basis for the duration of the grant term, as well as a final report at the conclusion of the grant-funded project. Additional information on reporting requirements will be provided to awarded grantees at kickoff meetings.

All project and reporting materials, including photographs, become the property of the NYS Office of Parks, Recreation and Historic Preservation and its partner organizations without permission; appropriate credit will be given for any such use.

Procurement Process

Municipalities must comply with General Municipal Law Sections 103 (competitive bidding and 104-b procurement policies and procedures). Nonprofits must submit their procurement policy for review to ensure prudent and economical use of public money. If a Nonprofit does not have their own Procurement Policy, they may follow General Municipal Law policies.

Compliance Reviews (for awarded Capital projects only):

Per Section 14.09 of the New York State Preservation Act, OPRHP must review capital projects funded by New York State to “ensure that the effects or impacts on eligible or listed properties are considered and avoided or mitigated during the project planning process.” Awarded project must be submitted to the NYS Cultural Resource Information System (CRIS) online. Awardees can go to: <https://cris.parks.ny.gov> to get more information. Please note, only awarded projects will require CRIS submission and review.

Grant Payments

Grantees may submit for reimbursement during the grant period of performance. All payments are processed as reimbursements and will require documentation of expenses prior to the release of payment. Reimbursement forms and instructions will be provided at grant kick-off meetings.

Acknowledgement

Any grant funded publication or deliverable, including publication of any material based on, or developed under, any activity supported by this grant, shall contain the following credit line acknowledging support:

This project was made possible in part by funding from the New York State Commission on African American History (Commission) under the New York State African American Heritage Grant Program, administered by the New York State Office of Parks, Recreation and Historic Preservation's Division for Historic Preservation in partnership with the Commission and the New York State Department of State.

Deliverables/publications include but are not limited to grant project reports; books, pamphlets, brochures, or magazines; video or audio files; documentation of events: including programs, invitations, and photos; websites; mobile apps; exhibits; interpretive signs, and planning documents.

Project Sign (for Capital projects only)

All grant-funded Capital projects, except for those funding planning only, must have a project sign noting the funding assistance. Sign templates will be provided by OPRHP, and a final proof must be submitted to OPRHP for approval before it is created. The sign must be constructed to withstand weather exposure (if appropriate) and must be in place until disbursement of the final reimbursement. Photographic documentation showing the project sign has been erected at the project site will be required. The cost of posting, fabricating, and erecting the sign/notification are eligible grant costs.

Release and Consent

All application, project, and reporting materials, including photographs, become the property of the NYS Office of Parks, Recreation and Historic Preservation and its partner organizations without permission; appropriate credit will be given for any such use.

RESOLUTION NO.: 151 - 2026

OF

JULY 13, 2026

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT
IF AWARDED A NEW YORK STATE AFRICAN AMERICAN HERITAGE GRANT
FOR EDUCATIONAL PROGRAMMING RELATED TO
THE NEWBURGH COLORED BURIAL GROUND MEMORIAL
IN AN AMOUNT NOT TO EXCEED \$50,000.00**

WHEREAS, in 2008, at the commencement of construction of the new courthouse facility at the Broadway School site at Broadway and Robinson Avenue, human remains were unearthed from the burying ground which were the remains of citizens and residents of the City of Newburgh in the 19th Century, including specifically African-Americans and people of color; and

WHEREAS, the City Council of the City of Newburgh has taken a number of steps to ensure proper the commemoration, management and enshrinement of the human remains, including but not limited to dedicating an area within Downing Park for a memorial area (Resolution No. 133-2022 of May 23, 2022) (“Newburgh Colored Burial Ground Memorial”) and design of the Newburgh Colored Burial Ground Memorial (Resolution No. 288-2022 of November 28, 2022); and

WHEREAS, the New York State African American Heritage Grant Program is providing up to \$50,000.00 in grant assistance that supports education, interpretation, programming, research, and/or documentation projects that highlight, uncover, uplift, and amplify the contributions and history of African Americans in New York State, such as the Newburgh Colored Burial Ground Memorial project; and

WHEREAS, no City matching funds are required and the City Council finds that it is in the best interests of the City of Newburgh and its further development to apply for and accept the grant if awarded;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newburgh that the City Manager be and he hereby is authorized to apply for and accept if awarded a New York State African American Heritage Grant Program grant in an amount not to exceed \$50,000.00 with no City match for costs for a project that supports the education, interpretation, programming, research, and/or documentation related to the Newburgh Colored Burial Ground Memorial; and that the City Manager is authorized to execute all such documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the programs funded thereby.



City of Newburgh

GRANT APPLICATION FORM

Grant Requestor:

Please complete the following form and submit the form along with either a hard copy of the grant announcement or the grant announcement website address to the City of Newburgh Grants Administrator for processing. You will be notified when your grant request has been approved to be sent for City Council Resolution.

NOTE: All fields are required unless marked "OPTIONAL."

SECTION A. COMPLETED BY GRANT REQUESTOR

NAME OF PROJECT FOR GRANT: Educational Consultant for Local African American History	NAME OF DEPARTMENT REQUESTING GRANT: Planning and Development	NAME OF DEPARTMENT HEAD/SPONSOR AUTHORIZING GRANT: Alexandra Church
NAME OF GRANT/NAME OF AWARING AGENCY: NYS African American Heritage Grant Program	GRANT SUBMITTAL DATE: Due date: August 3 rd , 2026	AMOUNT OF AWARD: \$50,000
MATCH REQUIRED? IF YES, AMOUNT AND TYPE: (EX. CASH, IN-KIND) No match is required. If the total project cost exceeds the grant request, the Applicant Share details section MUST be filled out on the budget template.	AMOUNT REQUIRED BY THE CITY OF NEWBURGH: \$0.00 Any expenses or donations towards the project can be filled in the respective Applicant Share areas on the budget template.	(OPTIONAL) ANY ADDITIONAL GRANT CONDITIONS:
PROJECT PLAN: Scope of Project: Procure an educational consultant to review findings from previous projects alongside curricula benchmarks for grades K-12 and prepare recommendations for future curriculum development. Build a connection between Newburgh Youth and local Black history in public education. Key Stakeholders: Planning & Development Project Timeline: (ex. Dates) January/February 2027 – February 2028		



City of Newburgh

GRANT APPLICATION FORM

SECTION B. FOR REVIEW BY CITY COMPTROLLER
GRANT MATCH REQUIREMENT REVIEWED? <u>YES</u> /NO:
COMMENTS:
IN-KIND SERVICES REQUIREMENT REVIEWED? <u>YES</u> /NO
COMMENTS:
STAFFING ISSUES REVIEWED? <u>YES</u> /NO:
COMMENTS:
ANY ADDITIONAL COMMENTS:
→ APPROVED BY CITY COMPTROLLER? <u>YES</u> /NO
CITY COMPTROLLER SIGNATURE: <u>[Signature]</u>
DATE: <u>6/25/26</u>
NOTE: IF GRANT APPROVED, CITY COMPTROLLER WILL FORWARD TO CITY MANAGER FOR REVIEW. IF GRANT NOT APPROVED, CITY COMPTROLLER TO RETURN TO GRANTS COORDINATOR FOR FURTHER REVIEW BY PROJECT SPONSOR.
SECTION C: FOR REVIEW BY CITY MANAGER



City of Newburgh

GRANT APPLICATION FORM

→ APPROVED BY CITY MANAGER? YES/NO

CITY MANAGER

SIGNATURE: _____

DATE: _____

SECTION D: FOR REVIEW BY CORPORATION COUNSEL

→ APPROVED BY CORPORATION COUNSEL FOR RESOLUTION? YES/NO

CORPORATION COUNSEL

SIGNATURE: _____

DATE: _____

7/9/22 work session + 7/13/22 Council meeting

DATE RESOLUTION TO BE SENT TO CITY COUNCIL MEETING:

NYS African American Heritage Grant Guidelines 2026

Pre-application Deadline: **May 22, 2026**

Full application Deadline: **August 3, 2026.**

<https://parks.ny.gov/grants/african-american-heritage-grant>



**Enslavement
to Freedom**
1627 – 1827 – 2027



New York State
Parks, Recreation and
Historic Preservation



New York State
Commission on
African American
History



Department
of State

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I. Program Information

New York State African American Heritage Grant Program

Pre-applications due by **11:59 pm on May 22, 2026.**

Full applications due by **11:59pm on August 3, 2026.**

About

The New York State African American Heritage Grant Program (NYS AAH) provides grants to assist nonprofit organizations and local governments in documenting, interpreting, and preserving places and stories of historical and cultural importance to the African American experience in New York. The program is administered by the New York State Office of Parks, Recreation and Historic Preservation (OPRHP)'s Division for Historic Preservation, in partnership with the New York State Commission on African American History (Commission) and the New York State Department of State (DOS).

Funding for this program comes from a New York State appropriation to the Commission to support and promote a greater understanding of the history and achievements of African Americans and people of African descent throughout the State.

Purpose

The NYS AAH Grant Program was created to educate the public about sites and people connected to a broad spectrum of Black history across New York. All eligible projects must focus within the period from 1627, when the first enslaved Africans arrived in New Amsterdam, to 1975, the latter part of the Black Arts and Black Power movements. Using the years 1627-1975 ensures that the most important places, people, and events within the diverse legacy of contributions, struggles, and cultural influences are preserved and recognized.

Award Types and Size

There are two separate grant categories: **Education Grants** and **Capital Grants**.

- Applicants may apply for one or both categories.
- Please note that separate grant applications are required for each category.
- Matching funds are welcome but not required.

	Available Funding	Funding Rounds	Award Minimum	Award not to Exceed
EDUCATION GRANTS	\$2.8 million	2 (anticipated)	\$10,000	\$150,000
CAPITAL GRANTS	\$1 million	1 (anticipated)	\$30,000	\$200,000

This grant program is administered on a reimbursement basis. Successful applicants will be expected to fund project expenditures upfront, then submit for reimbursement. Applicants must plan their financial arrangements accordingly.

Timeline

- Live informational webinars will be hosted on April 28, 2026, and April 30, 2026. Interested applicants are strongly encouraged to participate in at least one of the webinars.
- Pre-application will be made available on May 4, 2026
- Recorded webinars will be made available to stream on May 7, 2026
- Pre-application responses will be due May 22, 2026
- Full applications will be made available to eligible applicants on June 1, 2026
- Full applications will be due August 3, 2026
- OPRHP anticipates making award announcements November 2026
- Projects must be completed and closed out by August 2030

Grant Contacts

For Education Project questions, contact India Futterman at India.futterman@parks.ny.gov.

For Capital Project questions, contact Ashley Barrett at Ashley.barrett@parks.ny.gov.

II. Eligibility

Eligible Applicants

Nonprofit organizations registered in New York State and municipalities (city, village, town, county) committed to embracing, preserving, and sharing the history, placemaking, and achievements of African Americans in New York State through targeted education and capital projects are eligible to apply to the NYS AAH Grant Program.

Examples of nonprofit organizations eligible to apply for this opportunity include Black cultural institutions, local preservation organizations, historic sites or museums, historical societies, Friends Groups, sectarian (faith-based) organizations, and burial ground or cemetery associations.

Education and Capital projects proposed by sectarian organizations under this grant program **MUST** be available and accessible to all members of the public and nonsectarian in nature. Nonsectarian is defined as not being affiliated with or limited to a specific religious denomination.

All applicants must be registered in the Statewide Financial System (SFS) and nonprofit organizations must be prequalified to do business with New York State by the full grant application deadline. For information see <https://grantsmanagement.ny.gov/resources-grant-applicants>.

Statewide Financial System (SFS) Prequalification

Nonprofit organizations must be prequalified within the Statewide Financial System (SFS) as of the full grant application due date, **August 3, 2026**. Applicants that fail to meet this requirement will be disqualified. Prequalification includes answering basic questions regarding the organization and uploading key organizational documents. Once Prequalified, it is the responsibility of nonprofits to maintain Prequalification.

For additional guidance on getting Prequalified in SFS, visit <https://grantsmanagement.ny.gov/get-prequalified>.

Sectarian entities applying for this grant must also be incorporated under the Religious Corporations Law or a charitable corporation incorporated under the Not-for-Profit Corporation Law.

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Education Projects

Education grants support education, interpretation, programming, research, and/or documentation projects that highlight, uncover, uplift, and amplify the contributions and history of African Americans in New York State. Project teams must include professional services as applicable to the project type (e.g., historian, graphic designer, planner, etc.). Eligible projects may include (but are not limited to):

- Oral history projects that document historic events, people, and/or places

- Website, mobile app, interactive digital media, story maps, audiovisual programming
- Collaborating with scholars and creatives to re-imagine interpretation and programming, tours of historic places, and exhibitions that focus on Black history as a primary narrative
- Educational programming focused on Black history
- Public art that includes an educational component
- Historic markers and interpretive signage
- Digitization and/or archiving of papers, photos, and video records providing information on significant civil rights events, persons, and associated sites that will be stored in a place available to the public
- Historic resource surveys to discover and document properties and sites
- National Register of Historic Places nominations for properties that meet the NR criteria
- Cemetery or burial ground projects resulting in publicly available research describing the origins and daily lives of the deceased individuals; these projects may include:
 - Existing burial grounds: Archaeological survey reports and documentation with no ground disturbance (e.g., ground penetrating radar, unmanned aerial vehicle technology from a licensed provider, photogrammetry of headstones, and/or LiDAR)
 - Burial sites disturbed by a construction project: Predevelopment work associated with proposed reinterment, including feasibility studies and engagement of descendant communities and potential partners (i.e., the municipality, county, or town historian, private property owner, and maybe a funeral home)
 - Reinterment: The reinterment of human remains disturbed by a construction project may be an eligible project, provided that an organization shows that it has successfully addressed the complex cultural, equity, and legal issues.

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Capital Projects

Capital grants support pre-development planning and design, construction, or a combination of both for existing buildings, structures, or sites that highlight the contributions and history of African Americans in New York State. Note that for projects combining pre-development planning and design and construction, the pre-development costs cannot exceed 15% of the total grant request.

Eligible capital projects include:

- Capital improvements to existing facilities, sites, and monuments, including conservation, restoration, rehabilitation, stabilization, preservation, new construction, and accessibility upgrades
- Historic cemetery preservation projects: cleaning, repair, resetting, conservation of gravestones, monuments, walls, steps, structures, and other above-ground features associated with African American burial sites
- Pre-development planning and design, such as
 - feasibility and reuse studies
 - property condition assessment reports with cost analyses
 - site designs
 - architectural/engineering plans, specifications, and construction documents
 - ADA accessibility plans
 - landscape conservation plans
 - archaeological investigations necessary for construction

Preference will be given to Capital projects that:

- are properties threatened by adverse circumstances, putting into question their continued use and long-term survival
- are publicly accessible properties that benefit public education and programming related to African American history

Properties do not need to be designated as historic or more than 50 years old to be eligible. However, for capital projects involving National Register-listed or NR-eligible, and National Historic Landmark properties, all work must conform to the Secretary of the Interior's Standards for the Treatment of Historic Properties, found here:

<https://www.nps.gov/orgs/1739/secretary-standards-treatment-historic-properties.htm>.

For Capital projects, the applicant must either own the property for which the grant funding is requested or show proof of a long-term lease agreement and owner consent to the grant application and proposed work.

Ineligible Costs

The following categories of expenditures are non-allowable for expenditure of grant funds. This is not intended to be an exhaustive list, and the African American Heritage Grant project team will evaluate the allowability of all expenditures in accordance with applicable Federal and State statutes, regulations, these guidelines or the terms and conditions of the Grant Award Agreement.

- Work completed prior to award
- Indirect costs, including Grantee overhead, management expenses, general operating costs and other costs that are not readily identifiable as expenditures for the materials and services required to complete the work identified in the Scope of Work in the Grant Award Agreement. Other examples of indirect costs include rent/mortgage, utilities, janitorial services, insurance, accounting, internet service, monthly expenses associated with security systems, non-grant related administrative and clerical staffing
- Fundraising events/expenses; costs associated with attending conferences, summits, workshops or presentations; travel expenditures
- Entertainment, food, beverages, awards or gifts
- Lobbying expenses
- For project activities directed at a Historic Property, expenditures for work not consistent with the applicable historic preservation standards as outlined in the Secretary of the Interior's Standards for the Treatment of Historic Properties
- Building demolition
- Property acquisition (purchases of land, buildings, or collections)

III. Application Process

Pre-Application Questionnaire

The first step in the application process will require the applicant to fill out a brief online **pre-application questionnaire** to confirm the project's eligibility for this program. The pre-application asks for:

- contact information
- name of the organization or local government
- project category (education or capital)
- brief project description
- amount of grant funding requested

- total project cost (if different from above)
- signature

The pre-application questionnaire must be submitted online no later than **11:59 pm on May 22, 2026**.

Upon eligibility confirmation, successful pre-applicants will be provided with the full grant application package by **June 1, 2026**.

A link to the pre-application will be available on our website on **May 4, 2026**. Please check <https://parks.ny.gov/grants/african-american-heritage-grant> for updates.

Full Grant Application

The full application package will include an online form that includes narrative sections as well as required attachments listed below. The deadline to submit the full application is **11:59 pm on August 3, 2026**.

Required attachments to be uploaded with the full application submission:

- 1) Owner Consent Form (if the applicant leases or does not own the property)
- 2) Project Narrative Criteria Worksheet
- 3) Resumes of key staff administering the project and consultants/contractors (if applicable). Combine into single PDF document
- 4) Itemized Budget Worksheet
- 5) Documentation of community support. Combine into single PDF document
- 6) Photographs of the property (if applicable). Combine into single PDF document
- 7) Additional relevant documents (optional); such as existing planning and predevelopment documents, engineering reports, condition reports, and architectural drawings. Use this space to include any documentation that will assist reviewers in understanding and evaluating your project.

Evaluation Criteria

Projects will be rated using the criteria listed below. The application questions are designed to elicit responses that address these criteria. A total of 100 points is possible from the application criteria. In addition to these points, the AAH Grant Review Panel reserves the right to award up to 10 additional points to project proposals that meet OPRHP priorities. Applications will be rated individually, then the review panel will meet collectively to make final decisions to determine the projects to be funded. The AAH Grant Review Panel's evaluation will be based on the information contained in the application, required attachments and support materials submitted with the application.

Education

- 1) Project scope and timeline (up to 25 points): The application demonstrates a clear objective that is aligned with the grant program's purpose. The application demonstrates the applicant's ability to complete the project within the required grant timeline.
- 2) Project team/organizational capacity (up to 15 points): The application demonstrates the organization's capacity to successfully complete the project.
- 3) Public benefit (up to 20 points): The project will significantly increase awareness and understanding of African American history, with provisions made for physical or programmatic access by individuals with disabilities as defined by the Americans with Disabilities Act (ADA). The application successfully defines the audience and plans for outreach/community engagement, with plans made to maintain public access to the products of this project after completion (i.e. posting recorded events, maintaining digital versions of temporary exhibits, etc.).
- 4) Significance (up to 20 points): The application clearly articulates and defines how the project will be used to support education, interpretation, and/or programming that highlights, uplifts, and amplifies the contributions and history of African Americans in the community or state.
- 5) Project Budget (up to 10 points): The project budget is reasonable and based on estimates from a reliable source. For projects with costs greater than the grant request, the application demonstrates how additional funding will be secured.
- 6) Community support for the project (up to 10 points): The application demonstrates support for the project from the local community.

Capital

- 1) Project scope and timeline (up to 25 points): The application demonstrates a clear objective that is aligned with the grant program's purpose. The application demonstrates the applicant's ability to complete the project within the required grant timeline. For project sites that are eligible or listed in the National Register, the proposed work conforms to the Secretary of the Interior's Standards for the Treatment of Historic Properties.
- 2) Project team/organizational capacity (up to 15 points): The application demonstrates the organization's capacity to successfully complete the project. The organization demonstrates the ability to operate and maintain the building or site after the work is done.
- 3) Public benefit (up to 20 points): The project site will be accessible to the general public, with provisions made for physical or programmatic access by individuals

with disabilities as defined by the Americans with Disabilities Act (ADA). The project assures the continued viability of the physical resource into the future.

For historic properties: The project will significantly increase awareness and understanding of a historic building or site associated with African American history in NYS.

For non-historic properties or historic buildings with no historic ties to African American Heritage: The space or place will house activities or support an organization that effectively interprets and celebrates African American history.

4) Significance (up to 20 points):

For historic properties: the relative significance of the building or site in the history of African Americans and people of African descent in NYS is clearly articulated and defined.

For non-historic properties or historic buildings with no historic ties to African American Heritage: the application clearly articulates and defines how the space or place, upon completion of the capital project, will be used to support education, interpretation, and/or programming that aligns with the grant program's purpose.

5) Project Budget (up to 10 points): The project budget is reasonable and based on estimates from a reliable source. For projects with costs greater than the grant request, the application demonstrates how additional funding will be secured.

6) Community support for the project (up to 10 points): The application demonstrates support for the project from the local community.

OPRHP Priorities

The AAH Grant Review Panel may also award up to 10 points to projects that address agency priorities. These priorities include funding for:

- projects that reflect equitable/representative geographic distribution
- organizations whose mission reflects their commitment to African American history or culture
- projects that focus on underrepresented resources and/or themes

Question & Answer Period

Applicants are strongly encouraged to participate in at least one of the informational webinars held on April 28th and April 30th, 2026, for a chance to learn more about the application process and ask questions. A recording of the webinar will be posted to

<https://parks.ny.gov/grants/african-american-heritage-grant> for applicants who are not able to attend the live sessions.

Those with additional questions should contact the staff members below, who are available to answer applicant questions during business hours as needed until such time as the applicant submits their full grant application. Once the application has been submitted for review and rating, staff is no longer able to answer questions. Also note that staff cannot review draft applications.

For Education Project questions, contact India Futterman at India.futterman@parks.ny.gov.

For Capital Project questions, contact Ashley Barrett at Ashley.barrett@parks.ny.gov.

For budget or contracting questions contact Katherine Raymond at katherine.raymond@parks.ny.gov.

IV. Grant Award and Post-Award Process

Grant Award

Successful applicants will receive an Award Letter detailing those elements of the proposed scope and budget that have been accepted for funding. Please note that projects may not be funded at the full requested amount. If the grantee accepts the award, they will be required to enter into a grant contract with New York State.

After acceptance, Awardees will be contacted to schedule a project kickoff meeting to review all contracting, reporting, and procedural requirements.

Successful applicants are advised NOT to begin work until their grant contract has been fully executed. Contracting will begin once all Post-Award documentation is received.

Post-Award Process

Certain Conditions of Award (COA) requirements must be met prior to execution of a contract such as registration with the Statewide Financial System (SFS); enrollment in the electronic payment program for vendors; and submission of an authorizing resolution, insurances, ownership documentation, Executive Orders, and policy certifications.

Nonprofits must be up to date with the NYS Office of the Attorney General's Charities Bureau, maintain prequalification status in SFS and submit a Vendor Responsibility Questionnaire for contracts over \$100K.

Detailed instructions, forms and contact information will be shared and reviewed at your kickoff meeting.

Capital Project Requirements

Preservation Covenants (for National Register-eligible or listed properties only)

To ensure the public benefits from the investment of public funds, historic properties developed with grant funds receive long-term protections in the form of Preservation Covenants. These covenants require that the properties be maintained in reasonably good order, and require consultation with OPRHP prior to any proposed construction, alteration, or demolition affecting the protected property.

The term (duration) of the preservation covenant is dependent on the amount of grant funding the property receives. Preservation covenants run with the land and apply to the grant recipient and all successive owners, operators and lessees.

Grant Amount	Duration of Preservation Covenant
\$30,000 – \$49,999	5 years
\$50,000 - \$99,999	10 years
\$100,000 - \$200,000	15 years

Education Project Requirements

Applicants undertaking education projects will be expected to obtain appropriate permissions and/or permits from the relevant property owners or authorities for projects taking place at locations not owned by their organization.

Examples of this type of project include, but are not limited to:

- theater troupe performing a live reenactment of a historic event at a public park must obtain a permit from the municipality that owns the park
- historical society surveying graves at a burial ground owned by a private owner must obtain written permission for the project work
- production company filming a documentary-style film at a historic site must obtain written permission to film on the premises

Reporting Requirements

Grantees will be required to provide progress reports on a biannual basis for the duration of the grant term, as well as a final report at the conclusion of the grant-funded project.

Additional information on reporting requirements will be provided to awarded grantees at kickoff meetings.

All project and reporting materials, including photographs, become the property of the NYS Office of Parks, Recreation and Historic Preservation and its partner organizations without permission; appropriate credit will be given for any such use.

Procurement Process

Municipalities must comply with General Municipal Law Sections 103 (competitive bidding and 104-b procurement policies and procedures). Nonprofits must submit their procurement policy for review to ensure prudent and economical use of public money. If a Nonprofit does not have their own Procurement Policy, they may follow General Municipal Law policies.

Compliance Reviews (for awarded Capital projects only):

Per Section 14.09 of the New York State Preservation Act, OPRHP must review capital projects funded by New York State to “ensure that the effects or impacts on eligible or listed properties are considered and avoided or mitigated during the project planning process.” Awarded project must be submitted to the NYS Cultural Resource Information System (CRIS) online. Awardees can go to: <https://cris.parks.ny.gov> to get more information. Please note, only awarded projects will require CRIS submission and review.

Grant Payments

Grantees may submit for reimbursement during the grant period of performance. All payments are processed as reimbursements and will require documentation of expenses prior to the release of payment. Reimbursement forms and instructions will be provided at grant kick-off meetings.

Acknowledgement

Any grant funded publication or deliverable, including publication of any material based on, or developed under, any activity supported by this grant, shall contain the following credit line acknowledging support:

This project was made possible in part by funding from the New York State Commission on African American History (Commission) under the New York State African American Heritage Grant Program, administered by the New York State Office of Parks, Recreation and Historic Preservation's Division for Historic Preservation in partnership with the Commission and the New York State Department of State.

Deliverables/publications include but are not limited to grant project reports; books, pamphlets, brochures, or magazines; video or audio files; documentation of events: including programs, invitations, and photos; websites; mobile apps; exhibits; interpretive signs, and planning documents.

Project Sign (for Capital projects only)

All grant-funded Capital projects, except for those funding planning only, must have a project sign noting the funding assistance. Sign templates will be provided by OPRHP, and a final proof must be submitted to OPRHP for approval before it is created. The sign must be constructed to withstand weather exposure (if appropriate) and must be in place until disbursement of the final reimbursement. Photographic documentation showing the project sign has been erected at the project site will be required. The cost of posting, fabricating, and erecting the sign/notification are eligible grant costs.

Release and Consent

All application, project, and reporting materials, including photographs, become the property of the NYS Office of Parks, Recreation and Historic Preservation and its partner organizations without permission; appropriate credit will be given for any such use.

RESOLUTION NO.: 152 - 2026

OF

JULY 13, 2026

**A RESOLUTION SCHEDULING
THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER)
PUBLIC HEARING AND OPENING OF
THE 15-DAY PUBLIC COMMENT PERIOD FOR FISCAL YEAR 2025**

WHEREAS, the City of Newburgh has prepared a five-year Consolidated Housing and Community Development Strategy and Plan in accordance with the planning requirements of the Housing and Community Development Act of 1974 and applicable regulations; and

WHEREAS, a jurisdiction is required to submit an annual report to the U.S. Department of Housing and Urban Development (HUD) that summarizes accomplishments and progress toward Consolidated Plan goals in the Consolidated Annual Performance and Evaluation Report (CAPER) within 90 days after the program year; and

WHEREAS, the CAPER provides the community with information regarding how HUD entitlement funds were used to address housing, community development and essential service needs; and

WHEREAS, prior to submitting the CAPER, the City publishes a draft of the report and provides the general public with an opportunity to submit comments;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that there is scheduled a public hearing to receive public comment on the Consolidated Annual Performance and Evaluation Report (CAPER) with respect to the Community Development Block Grant Program for the Consolidated Plan for Housing and Community Development for FY 2025; and that such public hearing be and hereby is duly set to be held at 7:00 p.m. on the 10th day of August, 2026 in the City Council Chambers, 83 Broadway, City Hall, 3rd Floor, Newburgh, New York; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York that the 15-day period to receive written public comment on the City of Newburgh's proposed City of Newburgh's proposed Consolidated Annual Performance and Evaluation Report (CAPER) with respect to the Community Development Block Grant Program for the Consolidated Plan for Housing and Community Development for FY 2025 shall commence on August 11, 2026 and close on August 26, 2026.

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

The following section summarizes the major initiatives, highlights, and accomplishments carried out by the City of Newburgh during FY2025 using Community Development Block Grant (CDBG) funds. These activities are organized according to the Priority Needs identified in the City's Consolidated Plan. During the reporting period, the City advanced projects and services that supported housing stability, improved public infrastructure and accessibility, promoted economic development, enhanced quality of life, and ensured effective program administration.

Housing

In Rem Property Program: CDBG funds supported the salaries and benefits of three City of Newburgh employees involved in the maintenance and management of City-owned foreclosed properties. Funding also supported the purchase of necessary materials and supplies used to maintain these properties, including snow shovels, weed wackers, locks, keys, and related maintenance items.

Homeowner Assistance Repair Program: The City supported a homeowner repair assistance program administered by a City of Newburgh subrecipient. This program helped address needed repairs for eligible homeowners, supporting safe, decent, and stable housing conditions within the community.

Infrastructure Improvements

- **Curb Ramp & Sidewalk Improvements:** CDBG funds supported improvements to curb ramps and sidewalks throughout the City, helping to improve pedestrian access, mobility, and compliance with accessibility standards.
- **Public Accessibility Improvements:** The City also advanced accessibility improvements at City-owned buildings, parks, and other public spaces.

Economic development

- **Business signage improvements:** CDBG funds were used to support business signage improvements

Quality of Life Improvements

The City implemented programs and activities that contributed to community engagement, youth development, workforce readiness, and neighborhood quality of life such as: Summer Film Festival, Community Outreach Activities (Police/Fire Cadet youth program), and Workforce On-the-Job Training.

Administration

CDBG funds also supported the administration and oversight necessary to effectively manage the City's program and ensure compliance with federal requirements. Administrative activities included publishing required public notices, processing payment vouchers, preparing reports, providing Spanish translation and interpretation services, and supporting staff salaries and benefits associated with CDBG program management.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual

outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Infrastructure Improvements	Non-Housing Community Development Infrastructure Improvements	CDBG: \$	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	28000	29000	104.00%	28000	29,000	103.57%
Quality of Life Improvements	Non-Housing Community Development	CDBG: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	4000	3153	79.00%	1000	3153	165.00%
Housing	Affordable Housing	CDBG: \$	Housing Code Enforcement/Foreclosed Property Care	Household Housing Unit	100	30	30.00%	100	30	30.00%
Economic Development	Non-Housing Community Development Economic Development	CDBG: \$	Businesses assisted	Businesses Assisted	15	1	7.00%	3	1	33.33%
Administration	Administration	CDBG: \$	Other	Other	1	1	100.00%	1	1	100.00%

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

The City of Newburgh's use of Community Development Block Grant (CDBG) funds during FY2025 was consistent with the priorities and specific objectives identified in the City's Consolidated Plan. CDBG resources were directed toward activities that addressed high-priority community needs, including housing preservation, infrastructure and accessibility improvements, economic development, quality of life enhancements, and

effective program administration.

Housing Preservation and Neighborhood Stability

Housing preservation remained a key priority. CDBG funds supported the In Rem Property Program, including salaries and benefits for City employees responsible for maintaining City-owned foreclosed properties, as well as materials such as snow shovels, weed wackers, locks, and keys. This activity helped preserve housing stock, reduce blight, improve neighborhood conditions, and support community stability.

The City also supported a Homeowner Assistance Repair Program administered by a City subrecipient. This program helped eligible homeowners address needed repairs, supporting safe and stable housing and helping residents remain in their homes.

Infrastructure and Accessibility Improvements

CDBG funds addressed infrastructure priorities through curb ramp and sidewalk improvements, which enhanced pedestrian safety, walkability, and accessibility for residents, including individuals with disabilities. The City also advanced public accessibility improvements to City buildings, parks, and other public spaces, supporting equitable access to public facilities and community amenities.

Economic Development and Workforce Readiness

The City used CDBG funds for business signage improvements, helping local businesses improve visibility, storefront appearance, and commercial corridor conditions. CDBG funds also supported workforce on-the-job training, providing residents with practical work experience and helping improve employment readiness and economic self-sufficiency.

Quality of Life Improvements

CDBG-funded activities also supported community engagement and youth development. The Summer Film Festival provided accessible recreational programming for residents, while community outreach activities, including the Police and Fire Cadet youth program, helped build

positive relationships between youth, public safety personnel, and the broader community.

Program Administration and Compliance

CDBG funds supported essential administrative activities, including public notices, payment processing, reporting, Spanish translation and interpretation services, and staff salaries and benefits. These activities ensured effective program management, compliance with HUD requirements, transparency, and access for residents with limited English proficiency.

Overall, the City of Newburgh's FY2025 CDBG-funded activities directly supported the priorities identified in the Consolidated Plan. The City gave special attention to high-priority needs by preserving housing, reducing blight, improving accessibility, supporting local businesses and workforce development, enhancing community services, and maintaining strong program administration. These investments advanced the City's goals of improving neighborhood conditions, supporting low- and moderate-income residents, and promoting long-term community development.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted).

91.520(a)

	CDBG
White	6,554
Black or African American	8,167
Asian	656
American Indian or American Native	260
Native Hawaiian or Other Pacific Islander	24
Total	15,661
Hispanic	15,946
Not Hispanic	11,725

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

The data presented in Table 2 is approximate and reflects the demographic composition of persons benefiting from CDBG-funded activities. Based on the racial categories reported, CDBG activities benefited approximately 15,661 individuals. Of this total, approximately 42% identified as White, 52% as Black or African American, 4% as Asian, 2% as American Indian or American Native, and less than 1% as Native Hawaiian or Other Pacific Islander. Overall, the data indicates that a majority of CDBG beneficiaries were from racial minority groups.

Based on the ethnicity data, approximately 15,946 beneficiaries identified as Hispanic, while 11,725 identified as Not Hispanic. This indicates that approximately 58% of beneficiaries were Hispanic and 42% were Not Hispanic.

CDBG-funded activities, including the Neighborhood Services Summer Film Festival and the In Rem Property Program, were designed to serve low- and moderate-income residents and neighborhoods in the City of Newburgh. The Summer Film Festival was open to all City residents and was held at Safe Harbors Green, located between Ann Street and Broadway in Census Tract 5.0. This location was selected to increase access for low-income families, including residents with transportation limitations, and is walkable for residents of the East End of Newburgh, a target area for low-income activities.

Overall, the demographic data demonstrates that the City's CDBG-funded programs reached a diverse population, with significant participation and benefit among minority and Hispanic residents. These outcomes are consistent with the City's efforts to target CDBG resources to areas and populations with identified community development needs.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	808,151	679,619

Table 3 - Resources Made Available

Narrative

In 2025, the City of Newburgh expended \$199,500 for infrastructure improvements and \$11,197.20 for park improvements.

A total of \$36,367.14 was spent on neighborhood services such as the summer film series, community outreach, and workforce training.

Housing and stability programs included \$76,805.71 expended on the City's Homeowner Assistance Program and \$222,315.28 expended on the In Rem Property Program.

The City spent \$10,247.08 on Economic Development Activities, assisting local businesses. And, \$123,187.02 was spent on the City's CDBG program administration.

The City also continued use of its CDBG-CV funding, expending \$102,900 on CDBG-CV program administration.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
Census Tracts 4 & 5	30	30	In Rem Property Project, Summer Film Festival, Infrastructure Improvements
City Wide	70	70	In Rem Property Project, Summer Film Festival, Infrastructure Improvements

Table 4 – Identify the geographic distribution and location of investments

Narrative

Most CDBG projects took place in Census Tracts 4 and 5, including the 2025 Summer Film Festival.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

The City of Newburgh has strategically leveraged federal CDBG funds to attract private, state, and local resources, ensuring a more significant impact on community development initiatives. Through a Subrecipient Agreement with Habitat for Humanity of Greater Newburgh, the City continues to support the Homeowner Assistance Repair Program for income-qualified homeowners. This partnership enhances the effectiveness of CDBG funds by leveraging Habitat's additional private donations and in-kind contributions, significantly reducing program costs and extending the reach of services. Additionally, publicly owned properties, including city-owned foreclosed homes, have been utilized to address housing needs and neighborhood revitalization efforts. The In Rem Property Program maintains and preserves the habitability of foreclosed properties before they are returned to productive use, helping to reduce blight and stabilize neighborhoods.

By combining CDBG funds with local and private resources, the City has strengthened its ability to address housing rehabilitation, improve infrastructure, and provide essential services, aligning with the priorities outlined in the Consolidated Plan.

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	0
Number of Non-Homeless households to be provided affordable housing units	0	5
Number of Special-Needs households to be provided affordable housing units	0	0
Total	0	0

Table 5 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	0
Number of households supported through The Production of New Units	0	0
Number of households supported through Rehab of Existing Units	0	5
Number of households supported through Acquisition of Existing Units	0	0
Total	0	0

Table 6 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

The City of Newburgh's CDBG-funded Homeowner Assistance Repair Program aims to assist income-qualified homeowners facing urgent repair needs, thereby preserving housing stock and improving health and safety conditions. However, the program's outcome is measured by the actual number of homeowners assisted, the extent of repairs completed, and the overall impact on housing stability within the community. In 2025, the program continued successfully, addressing urgent repairs for low-income homeowners. However, challenges such as rising construction costs due to inflation, labor shortages, and the increasing demand for assistance in prior have impacted the ability to meet all homeowner requests promptly. To address these challenges, the City of Newburgh established a sub-recipient agreement with Habitat for Humanity for 2025 to more effectively carry out the program.

Discuss how these outcomes will impact future annual action plans.

Due to rising inflation and the ongoing success of the Homeowner Assistance Repair Program, the City of Newburgh has renewed its Subrecipient Agreement with Habitat for Humanity of Greater Newburgh. Given the program's demonstrated effectiveness in helping income-qualified homeowners with emergency repairs, the City is considering increasing funding to ensure that more residents receive the critical assistance they need.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	0	0
Low-income	5	0
Moderate-income	0	0
Total	5	0

Table 7 – Number of Households Served

Narrative Information

The Homeowner Assistance Repair Program managed through a Subrecipient Agreement with Habitat for Humanity of Greater Newburgh, has effectively assisted income-qualified homeowners in the City of Newburgh with urgent emergency repairs. Due to the program's positive impact and success, the City of Newburgh has renewed its contract with Habitat for Humanity to continue providing this essential service.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The Newburgh Ministry operates a homeless shelter on Johnston Street, offering social services and healthcare support. Through the ESPRI-funded "Fragile Economies" project, the Newburgh Ministry also provides financial stability assistance, along with resources aimed at improving health, wellness, and resilience for several at-risk families in the City of Newburgh through peer coaching.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City of Newburgh collaborates with organizations such as the Regional Economic Community Action Program (RECAP) and the Orange County Department of Social Services to address the emergency shelter and transitional housing needs of homeless individuals. Additional partners include Safe Harbors of the Hudson, the Newburgh Ministry, and an increasing number of organizations that provide services to those who have been formerly incarcerated and those impacted by the criminal justice system, such as Exodus Transitional Community and the Osborne Association.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

Social service agencies and organizations in the City of Newburgh, such as Exodus Transitional Community, Bridges of New York, and Renwick Recovery, Inc., work to support vulnerable individuals and families. In 2017, the New York State Governor's Office launched the Empire State Poverty Reduction Initiative (ESPRI). ESPRI held a community listening session and convened several task forces focusing on housing, workforce development, healthcare, and wellness. A focus of ESPRI has been to continue implementing various support projects, including the "Fragile Economies Project."

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were

recently homeless from becoming homeless again

RECAP and the Orange County Department of Social Services address the housing transition needs of homeless individuals and families. Additionally, an increasing number of service organizations, including Exodus Transitional Community, Bridges of New York, Renwick Recovery, Inc., and Project L.I.F.E., are also providing support in this area.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

City of Newburgh staff regularly meet with the Director of the Newburgh Housing Authority (NHA) regarding public housing needs: all CDBG programs and City of Newburgh jobs are advertised on the NHA site.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

The "City of Newburgh—Housing Resource Guide" provides information on how to apply for finance on City-owned property and is shared with public housing residents. The Newburgh Community Land Bank has been awarded funding through the New York State Attorney General for a "Neighbors for Neighborhoods" Affordable Rental Housing Program. The program encourages residents to rehabilitate properties in their neighborhoods and maintain them as affordable rental housing.

Actions taken to provide assistance to troubled PHAs

This section is not applicable.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

The City of Newburgh is committed to supporting affordable housing initiatives. Land use procedure fees have been significantly reduced, and zoning regulations have been loosened. The zoning ordinances in the City of Newburgh are reviewed regularly to identify and eliminate barriers to affordable housing development.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

A significant portion of the City of Newburgh's population identify as Latinx. Spanish interpretation is provided at CDBG-related meetings (e.g., Public Hearings). The City of Newburgh requires the translation and dissemination of program materials in both Spanish and English, as outlined in the Language Access Plan. "La Voz" offers Spanish-language announcements for Newburgh residents.

Additionally, the City has contracted with Language Link to provide further translation and interpretation services.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

Since inception of the CDBG program, all homes older than 1978 scheduled for rehabilitation activities have received lead based paint testing to determine the extent of lead hazards. Lead that was found has been addressed by interim controls and abatement through covering and/or painting.

The City of Newburgh works with the EPA and Lead Safe Orange to run public outreach programs that test and educate the general public on the harmful effects of lead.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

In 2017, the New York State Governor's Office launched the Empire State Poverty Reduction Initiative (ESPRI) in the City of Newburgh. This initiative is managed by the United Way of Dutchess-Orange Region. ESPRI has conducted community listening sessions and convened several task forces focused on housing, workforce development, healthcare, and wellness. ESPRI continues to focus on implementing the "Fragile Economies Project," which is managed by Newburgh Ministry. This project is designed to assist low-income families in achieving their financial goals and establishing a savings cushion for unexpected events and emergencies. Families work with peer coaches to set goals, create action plans, and stay on track. They are also connected to the necessary support services.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

Land use procedure fees have been significantly reduced, and zoning regulations have been relaxed to improve accessibility. Additionally, the City of Newburgh has created a more streamlined process for its land use board to enhance accessibility.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

The City of Newburgh takes the lead in the Newburgh Housing Coalition, which consists of several organizations, including Habitat for Humanity of Greater Newburgh, PathStone (offering HUD Homeowner training), Orange County Social Services, Safe Harbors of the Hudson, and the Newburgh Community Land Bank. Additionally, the City of Newburgh is involved in the Orange County Housing Planning Committee, which has a broader outreach and includes even more member organizations.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

Pathstone, Independent Living, and Habitat for Humanity of Greater Newburgh provide homeownership preparation and training. Workshops on tenant responsibilities are also available to the public.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

Activities are reviewed using the exhibits in the CPD Monitoring Handbook. The "Guide for Review of Eligibility" and the guides for reviewing National Objectives used as Activities are selected and subsequently set up. An "Activity Eligibility" form is prepared for each Activity, identifying the National Objective and eligible activity category.

Small business workshops are held through the SBA/City of Newburgh Co-Sponsorship Agreement, including continuing the "Business Basics Bootcamp " and City of Newburgh resident "On-the-Job" training program.

A joint Planning and Development/Community Development/Grants Administration meeting is held regularly to ensure that the CDBG program aligns with other City of Newburgh community needs. In addition, the whole CDBG program is monitored for "Timeliness" using a spreadsheet that tracks Activity spending and Public Service and Administration caps.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

In accordance with The City of Newburgh procedures, a "Notice of 15-Day Public Comment Period for the 2025 CAPER" was submitted to three local newspapers and a Spanish-language publication/social media. The newspapers are the Times Herald-Record, Hudson Valley Press, and the Times Community Papers (Mid-Hudson Times). La Voz provides Spanish-language outreach for the 2025 CAPER.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

The program objectives in the City of Newburgh remain unchanged.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

CR-58 – Section 3

Identify the number of individuals assisted and the types of assistance provided

Total Labor Hours	CDBG	HOME	ESG	HOPWA	HTF
Total Number of Activities	0	0	0	0	0
Total Labor Hours					
Total Section 3 Worker Hours					
Total Targeted Section 3 Worker Hours					

Table 8 – Total Labor Hours

Qualitative Efforts - Number of Activities by Program	CDBG	HOME	ESG	HOPWA	HTF
Outreach efforts to generate job applicants who are Public Housing Targeted Workers					
Outreach efforts to generate job applicants who are Other Funding Targeted Workers.					
Direct, on-the job training (including apprenticeships).					
Indirect training such as arranging for, contracting for, or paying tuition for, off-site training.					
Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).					
Outreach efforts to identify and secure bids from Section 3 business concerns.					
Technical assistance to help Section 3 business concerns understand and bid on contracts.					
Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns.					
Provided or connected residents with assistance in seeking employment including: drafting resumes, preparing for interviews, finding job opportunities, connecting residents to job placement services.					
Held one or more job fairs.					
Provided or connected residents with supportive services that can provide direct services or referrals.					
Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation.					
Assisted residents with finding child care.					
Assisted residents to apply for, or attend community college or a four year educational institution.					
Assisted residents to apply for, or attend vocational/technical training.					
Assisted residents to obtain financial literacy training and/or coaching.					
Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.					
Provided or connected residents with training on computer use or online technologies.					
Promoting the use of a business registry designed to create opportunities for disadvantaged and small businesses.					
Outreach, engagement, or referrals with the state one-stop system, as designed in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.					

Other.					
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Table 9 – Qualitative Efforts - Number of Activities by Program

Narrative

The City of Newburgh advertises job opportunities for residents through its website, Civil Service postings, and job announcements displayed throughout all public buildings. Qualified residents are given priority for job openings, and contractors are informed about Section 3 requirements.

CR-60 - ESG 91.520(g) (ESG Recipients only)

ESG Supplement to the CAPER in *e-snaps*

For Paperwork Reduction Act

1. Recipient Information—All Recipients Complete

Basic Grant Information

Recipient Name	NEWBURGH
Organizational DUNS Number	966864456
UEI	
EIN/TIN Number	146002329
Identify the Field Office	NEW YORK
Identify CoC(s) in which the recipient or subrecipient(s) will provide ESG assistance	

ESG Contact Name

Prefix
First Name
Middle Name
Last Name
Suffix
Title

ESG Contact Address

Street Address 1
Street Address 2
City
State
ZIP Code
Phone Number
Extension
Fax Number
Email Address

ESG Secondary Contact

Prefix
First Name
Last Name
Suffix
Title
Phone Number
Extension
Email Address

2. Reporting Period—All Recipients Complete

CAPER

20

Program Year Start Date	01/01/2025
Program Year End Date	12/31/2025

3a. Subrecipient Form – Complete one form for each subrecipient

Subrecipient or Contractor Name
City
State
Zip Code
DUNS Number
UEI
Is subrecipient a victim services provider
Subrecipient Organization Type
ESG Subgrant or Contract Award Amount

Attachments

RESOLUTION NO.: 153 - 2026

OF

JULY 13, 2026

**A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN
THE CITY OF NEWBURGH AND HILL TREEKEEPERS, INC. FOR
BEECH TREE TREATMENT SERVICES IN THE AMOUNT OF \$4,360.00**

WHEREAS, the City of Newburgh has identified fifteen (15) beech trees in various public areas in the City of Newburgh; and

WHEREAS, Beech Leaf Disease has the capacity to destroy otherwise healthy beech trees; and

WHEREAS, the City of Newburgh Conservation Advisory Council (“CAC”) wishes to use a portion of its 2026 budget allocation to treat fifteen (15) beech trees against Beech Leaf Disease; and

WHEREAS, the City of Newburgh has identified Hill Treekeepers, Inc. as a company with the requisite skill and experience to deliver Beech Leaf Disease treatment services; and

WHEREAS, the cost of these services will be derived from budget line A.7129.0448.0001 – Tree Planting and Maintenance; and

WHEREAS, this Council has determined that entering into this agreement is in the best interests of the City of Newburgh;

NOW, THEREFORE BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into an agreement with Hill Treekeepers, Inc. to provide Beech Leaf Disease treatment services in the amount of \$4,360.00.

Conservation Advisory Council | City of Newburgh, New York

123 Grand Street, Newburgh, New York, 12550

Phone: (845) 569-7380 e-mail:

Council Members

Chuck Thomas, Chair

Gail Fulton

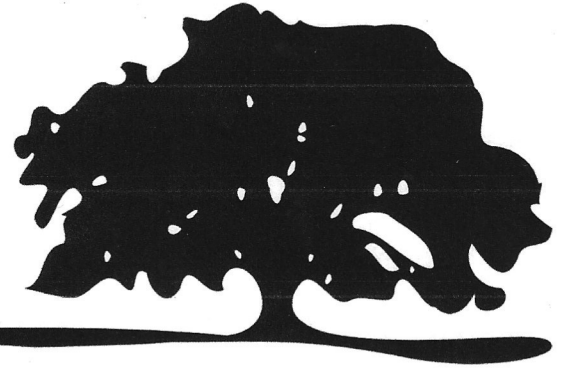
Zachary German

Chris Knasiak

Lesly Mejia

Justin Rider

Mark Sanchez-Potter



RESOLUTION OF THE CITY OF NEWBURGH CONSERVATION ADVISORY COUNCIL

LET IT BE RESOLVED

At a Conservation Advisory Council ("CAC") meeting held on June 1, 2026, the CAC voted unanimously to use a portion of its annual budget allocation in the amount of \$4,360.00 for Beech tree treatments for 15 public trees in the City of Newburgh.

LET IT BE FURTHER RESOLVED

That the CAC requests the Newburgh City Council enter into an agreement with Hill Treekeepers, Inc. to provide Beech tree treatments for the 15 public trees in the City of Newburgh in the amount of \$4,360.00.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'C. Thomas', with a long horizontal line extending to the right.

Chuck Thomas, Chairperson

RESOLUTION NO.: 154-2026

OF

JULY 13, 2026

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND
ACCEPT IF AWARDED A NEW YORK STATE OFFICE OF PARKS RECREATION
AND HISTORIC PRESERVATION ENVIRONMENTAL PROTECTION FUND
PROGRAM GRANT FOR PARKS, PRESERVATION AND HERITAGE
FOR THE DELANO-HITCH RECREATION PARK REHABILITATION PROJECT**

WHEREAS, New York State is accepting applications for the 2026 Funding Round of the New York State Consolidated Funding Application (“CFA”) Program; and

WHEREAS, the City of Newburgh intends to apply for a New York State Office of Parks, Recreation & Historic Preservation Environmental Protection Fund Grant for Parks, Preservation and Heritage in an amount not to exceed \$675,000.00 through the 2026 CFA to fund the design, renovation and construction of playground facilities in the Delano-Hitch Recreation Park;

NOW, THEREFORE, BE IT RESOLVED, by the City of Newburgh’s City Council that the City Manager is hereby authorized to submit a Consolidated Funding Application for the 2026 Funding Round from New York State Department of Parks, Recreation and Historic Preservation’s Environmental Protection Fund for a Parks, Preservation and Heritage Program Grant in an amount not to exceed \$675,000.00 to fund the design, renovation and construction of playground facilities in the Delano-Hitch Recreation Park, and upon approval of said request to enter into and execute a project agreement with the State for such financial assistance to the City of Newburgh and to execute all such contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the program funded thereby.



City of Newburgh

GRANT APPLICATION FORM

Grant Requestor:

Please complete the following form and submit the form along with either a hard copy of the grant announcement or the grant announcement website address to the City of Newburgh Grants Administrator for processing. You will be notified when your grant request has been approved to be sent for City Council Resolution.

NOTE: All fields are required unless marked "OPTIONAL."

SECTION A. COMPLETED BY GRANT REQUESTOR

NAME OF PROJECT FOR GRANT: Delano-Hitch Recreation Park Rehabilitation Project	NAME OF DEPARTMENT REQUESTING GRANT: Planning and Development	NAME OF DEPARTMENT HEAD/SPONSOR AUTHORIZING GRANT: Alexandra Church
NAME OF GRANT/NAME OF AWARDING AGENCY: Environmental Protection Fund Grant Program for Parks, Preservation and Heritage NYS Department of Environmental Conservation NYS Parks, Recreation and Historic Preservation	GRANT SUBMITTAL DATE: Due date: July 31, 2026	AMOUNT OF AWARD: \$675,000
MATCH REQUIRED? IF YES, AMOUNT AND TYPE: (EX. CASH, IN-KIND) No match is required; however the awarded funds must not exceed 75% of project costs.	AMOUNT REQUIRED BY THE CITY OF NEWBURGH: N/A	(OPTIONAL) ANY ADDITIONAL GRANT CONDITIONS:



City of Newburgh

GRANT APPLICATION FORM

PROJECT PLAN:

Scope of Project:

The project is for the construction of a new playground at Delano-Hitch Recreation Park. Specific project improvements include a destination playground, new picnic pavilion, pedestrian paths, furnishings, and plantings.

Key Stakeholders:

- Residents of the City of Newburgh, with a focus on the youth and their families
- New City Parks
- City Council
- City Manager's Office
- Recreation Department
- Planning & Development Department
- Engineering Department
- Water Department
- Organizations with recreational programming at Delano-Hitch Recreation Park

Project Timeline: (ex. Dates)

Application Submission Period..... July 31, 2026
Grant Award Announcement.....Quarter 3, 2026
Engineering & Design Plans FinalizedQuarter 1, 2026
Construction CommenceQuarter 2, 2027
Construction CompleteQuarter 3, 2028

SECTION B. FOR REVIEW BY CITY COMPTROLLER

GRANT MATCH REQUIREMENT REVIEWED? YES/NO:

COMMENTS:

IN-KIND SERVICES REQUIREMENT REVIEWED? YES/NO

COMMENTS:

STAFFING ISSUES REVIEWED? YES/NO:

COMMENTS:

ANY ADDITIONAL COMMENTS:

→ APPROVED BY CITY COMPTROLLER? YES/NO



City of Newburgh

GRANT APPLICATION FORM

CITY COMPTROLLER
SIGNATURE: _____

DATE: 6/25/26

NOTE: IF GRANT APPROVED, CITY COMPTROLLER WILL FORWARD TO CITY MANAGER FOR REVIEW. IF GRANT NOT APPROVED, CITY COMPTROLLER TO RETURN TO GRANTS COORDINATOR FOR FURTHER REVIEW BY PROJECT SPONSOR.

SECTION C: FOR REVIEW BY CITY MANAGER

→ APPROVED BY CITY MANAGER? YES/NO

CITY MANAGER
SIGNATURE: _____

DATE: _____

SECTION D: FOR REVIEW BY CORPORATION COUNSEL

→ APPROVED BY CORPORATION COUNSEL FOR RESOLUTION? YES/NO YES

CORPORATION COUNSEL
SIGNATURE: _____

DATE: 6/25/26

DATE RESOLUTION TO BE SENT TO CITY COUNCIL MEETING: July 9th work session

July 13th Council meeting



City of Newburgh

GRANT APPLICATION FORM

Office of Parks, Recreation & Historic Preservation (OPRHP)

Environmental Protection Fund Grants Program for Parks, Preservation and Heritage (EPF)

Funding Available: Up to \$28,750,000

DESCRIPTION:

Title 9 NYCRR (sections 439.1 – 443.4) implements the Environmental Protection Fund (EPF) Act of 1993 (Title 9 of Article 54 of the Environmental Conservation Law), which created OPRHP's program for Parks, Preservation and Heritage Grants.

EPF Parks, Preservation and Heritage (PPH) grant funding is available for the acquisition, planning, development, and improvement of parks, historic properties, and heritage areas located within the physical boundaries of the State of New York. Grants can fund up to 50% of the total eligible project cost; up to 75% if the project is located in a high-poverty area as defined below. Grant awards are capped at \$675,000.

HOW TO APPLY:

Applications are available through the annual cycle of New York State's Consolidated Funding Application (CFA). To apply, you must Register, or, if already registered, Log In at apps.cio.ny.gov/apps/cfa/. There you can find the CFA Application Manual, which provides guidance on navigating the CFA. For questions concerning the CFA application portal, applicants should email cfa-programs@ny.gov. For questions on the EPF PPH Grant Program, applicants should email NYSOPRHPGrants@parks.ny.gov or contact the Regional Grants Administrator for their county (see the Contact list on the EPF webpage (<https://parks.ny.gov/grants/environmental-protection-fund>)).

Please note: Only information and documentation provided in or uploaded to the online CFA application can be reviewed and scored.

ELIGIBLE TYPES OF APPLICANTS:

- Municipalities
- State Agencies
- Public Benefit Corporations
- Public Authorities
- Not-for-profit Corporations that have tax-exempt status under the IRS code, are current with pertinent federal and state filings, and are pre-qualified in the Statewide Financial System (SFS): see <https://grantsmanagement.ny.gov/resources-grant-applicants>).

The applicant must have and document an ownership interest in the project property:

- Where the applicant is not the property owner:
 - ◆ If the project is for planning only, the owner must grant permission to the applicant to access the site as necessary to complete the project.
 - ◆ If the project involves acquisition of the property, the application must include documentation of the owner's intent to sell, donate or transfer the property to the applicant.
 - ◆ If the project involves improvement/development of the property, the owner must agree to sign the grant contract and any long-term protection document.
- If there are additional parties with an ownership interest in the property, including lien holders, all parties must agree to sign the grant contract, and all lien holders must subordinate their interests to those of the State.

Requirements for documentation of ownership interest are spelled out below. Applications with insufficient documentation will be deemed ineligible.

ELIGIBLE ACTIVITIES:

NYS OPRHP reserves the right to disqualify any application **at any time** for not meeting all eligibility requirements.

Each application must address a single project location. Applicants proposing projects at multiple locations must submit a separate application for each location. Any application that includes more than one location will be deemed ineligible.

Funding under the EPF Parks, Preservation and Heritage Grants program is available for the activities and programs described below. An application will be evaluated in all categories that the applicant has selected and for which the application qualifies. Applicants should be alert to the requirements for each category for which they wish the application to be considered.

Parks Program - for the acquisition, development or planning of parks and recreational facilities open to the public to preserve, rehabilitate or restore lands, waters or structures for park, recreation, or conservation purposes and for structural assessments and/or planning for such projects. Examples of eligible projects include playgrounds, courts, rinks, community gardens, and facilities for swimming, boating, picnicking, hiking, fishing, camping or other recreational activities.

Historic Preservation Program - to acquire, improve, protect, preserve, rehabilitate, or restore properties listed on the State or National Register of Historic Places and for structural assessments and/or planning for such projects. All work must conform to the Secretary of the Interior's Standards for the Treatment of Historic Properties and professional qualifications as defined in "Historic Preservation Terms and Professional Qualifications" available at <https://parks.ny.gov/grants/environmental-protection-fund>.

- To apply for funding, the historic property must be either listed on the State and/or National Registers, approved for nomination at the March 12, 2026, State Board for Historic Preservation meeting, or on the agenda for nomination review at the June 4, 2026, or September 9, 2026, meeting. Properties must be listed prior to receiving a grant award. Questions about, or proposals for, listing on the State or National Register should be directed to the OPRHP National Register Unit at (518) 268-2213.
- Grant funds cannot be used for constructing contemporary additions to a historic property unless that work will provide universal access and/or eliminate code deficiencies for access/egress, such as an elevator or stair tower.
- Multi-purpose additions to historic buildings and free-standing new construction on historic properties are not eligible for this grant program.
- The expense of packing/storing of furnishings and artwork is allowed when required to complete an awarded project for grant-assisted interior work, such as installation of a fire suppression system, or plaster/decorative finishes.
- For projects on sectarian properties, grant assistance can fund only costs necessary for historically accurate restoration to restore and preserve the historic integrity of the historic property, and only to the extent that those costs exceed the cost of basic rehabilitation. Information and instructions on how to structure/present a sectarian project can be found at <https://parks.ny.gov/grants/environmental-protection-fund>.

Heritage Area Program - for projects to acquire, preserve, rehabilitate, or restore lands, waters or structures identified in the approved management plans for Heritage Areas designated under section 35.03 of the Parks, Recreation and Historic Preservation Law, and for structural assessments or planning for such projects where an active management entity has endorsed the project. Property included in the application must fall within the Heritage Area boundary as defined by state designation under PRHP Law

35.03 and prior to receiving a grant award must be included in the approved Heritage Area Management Plan, published in the New York State Register, and approved by the local legislative body (city, town, or village) and the Commissioner. For additional information about active Heritage Areas with approved management plans, including exact heritage areas boundaries and Heritage Area Contacts, go to <https://parks.ny.gov/grants/environmental-protection-fund/heritage-areas>.

PROGRAM BENEFIT AND LONG-TERM PROTECTION REQUIREMENTS:

To ensure the public benefits from the investment of State funds, all properties acquired or developed with grant funds will require long-term protections. The method and term of the protection is dependent upon the type of applicant and project undertaken. Generally, the long-term protections include:

- Public access covenants or preservation covenants, for a specific term, conveyed to the State and recorded against a property deed, run with the land and apply to the grant recipient, and all successive owners, operators and lessees.
- Perpetual preservation covenants or conservation easements conveyed to the State and recorded against a property deed, run with the land and apply to all successive owners, operators and lessees.
- Municipal parkland acquired or improved with EPF funding must remain parkland in perpetuity. Such real property shall not be sold, leased, exchanged, donated or otherwise disposed of or used for other than public park purposes without the express authority of an act of the legislature which shall provide for the substitution of other lands of equal environmental value and fair market value, reasonably equivalent usefulness and location, and such other requirements as shall be approved by the Commissioner.

Sample documents are located at <https://parks.ny.gov/grants/environmental-protection-fund> under Long Term Protections. For municipal parkland, information is available in the “Handbook on the Alienation and Conversion of Municipal Parkland,” located at <https://parks.ny.gov/about/guidance-policy> under Parkland Alienation.

ALLOWABLE COSTS:

All expenditures under these grants must be for goods and services procured in a manner so as to assure the prudent and economical use of public money in the best interests of the taxpayers of the State of New York, to facilitate the acquisition of goods and services of maximum quality at the lowest possible cost under the circumstances, and to guard against nepotism, favoritism, improvidence, extravagance, fraud, and corruption. Such procedures may include, but are not limited to, competitive bidding, the solicitation of three price quotes, written requests for proposals, etc. (see SUCCESSFUL APPLICANT REQUIREMENTS below for additional information).

Eligible budget items include:

Pre-Development Planning and Design

- Design Fees and other Professional Fees are allowed for the preparation of construction documents and to satisfy other pre-construction requirements. Pre-development costs must be incurred during the project term or in the three years prior to the application deadline. In general, pre-development costs should not exceed fifteen percent (15%) of the construction costs.
- Archaeology includes field work, report writing, curation of artifacts and interpretation. If your project includes any ground-disturbing activity (e.g., trenching, grading, demolition, new construction, etc.), it is very likely that an archaeological survey will be required, unless you can provide adequate documentation of prior ground disturbance. Your budget should take into

Page 3 of 19

account the need for an archaeological survey. General information can be found at <https://parks.ny.gov/shpo/> on the Archaeology and Environmental Review tabs.

- Project planning is eligible for stand-alone funding in all three programs. This funding is intended for **project-specific planning** to develop actionable plans for a buildable project that falls within the program parameters defined above, not for broader planning processes such as comprehensive Open Space, Management or Master Plans, or speculative feasibility studies. Eligible projects include preparing site designs, schematic drawings, structural assessments, environmental reviews, and/or design or material specifications for specific park or historic property improvements.
- All grantees receiving state aid for acquisition, development, renovation or restoration projects must provide a dated and signed project boundary map of the park, recreation, heritage or historic preservation area affected by the funding, which reflects the legal description in the deed(s) to the property, including lands under water. The cost of surveying or production of a map to fulfill this requirement can be included in the project budget.

Construction

- Include only the costs of permanent capital improvements to the property (may include labor, materials, and other necessary costs) that are directly related to the recreational, conservation, historic preservation, and/or heritage development purposes of the grant program. The budget should be broken down by categories of expenditure, such as utilities/infrastructure, site preparation, landscaping, carpentry, etc.
- The budget may include purchase of permanent equipment necessary to achieve the project purposes (e.g., playground equipment, interpretive kiosks), but cannot include operational or maintenance equipment such as security cameras, mowers or automotive equipment.
- The budget may include costs to undertake construction, such as rent/lease of heavy equipment, but cannot offset overhead and operating expenses, such as office rental.
- For historic preservation projects on sectarian properties, grant assistance can fund only costs necessary for historically accurate restoration to restore and preserve the historic integrity of the historic property, and only to the extent that those costs exceed the cost of basic rehabilitation. Information and instructions on how to structure/present a sectarian project can be found at <https://parks.ny.gov/grants/environmental-protection-fund>.

Acquisition

- The application must identify each parcel proposed for acquisition, the type of interest to be acquired (fee simple or permanent easement) and method of acquisition (purchase, donation, or transfer from another use), number of acres, and estimated fair market value of the parcel(s), documented by a written appraisal valuation (desktop appraisal or exterior only appraisal) by a qualified appraiser. Acquisition costs must be incurred during the project term or up to one year prior to the application deadline.
- Associated acquisition costs, such as the cost of appraisals (one appraisal is required for any parcel valued under \$300,000; two appraisals are required for any parcel valued at \$300,000 or more), surveys, title search, legal fees, title insurance (required for this grant) and, where a conservation easement is required, title continuation and recordation are eligible costs.
- In the case where multiple parcels owned by the same entity are to be valued, the appraiser will first determine the highest and best use of the parcels. The highest and best use analysis will determine if the parcels should be marketed as one unit or whether they would have a higher value if marketed separately. If the parcels should be marketed separately, then each one will require its own valuation. Under no circumstances should parcels owned by different entities be valued in the same appraisal.

Administration

- **Construction Supervision** costs are those associated with the coordination, supervision, and scheduling of work to ensure projects are completed in conformance with design standards, construction contract documents, plans and specifications. They may be provided by a qualified member of the applicant's staff, the design professional who prepared the construction documents, or a clerk of the works. [See Project Management under SUCCESSFUL APPLICANT REQUIREMENTS below for additional information.]
- **Grant Administration** costs include expenses associated with administering the grant after it is awarded, such as preparing the grant contract, affirmative action, and payment request documentation. In general, these costs **should not exceed ten percent (10%) of the grant amount**. The cost of preparing this application is **NOT** eligible.
- **Procurement Costs** include costs for assuring competitive pricing, such as costs for distributing Requests for Proposals and for public advertising for bids, including the cost of advertising in specialty publications, such as minority newspapers and appropriate construction publications.
- **Audit:** An accounting of grant expenditures and revenues is required. Generally, this is accomplished by detailed auditing of every payment request. Depending upon the grant award and complexity, the State may require an Agreed Upon Procedure Review (AUPR) performed by a representative of the State or a Certified Public Accountant prior to the final reimbursement.
- **Project Sign:** All grant-funded projects, except for those funding planning only, must have a project sign noting the funding assistance. Sign specifications are available at <https://parks.ny.gov/grants/environmental-protection-fund>.

INELIGIBLE COSTS (cannot be included in approved scope of work if application is successful):

- Work completed prior to award is not eligible for reimbursement or for match. There are two exceptions:
 1. Professional services and materials purchased or donated, but not installed, up to three years prior to the application deadline may be applied toward the matching share.
 2. Acquisition costs retroactive no more than one year prior to the application deadline are eligible costs.
- Surveys and assessments to identify broad goals and needs, such as Comprehensive Open Space Plans, Area Management Plans, Park Master Plans, or System Needs Assessments that do not result in project-specific actionable designs.
- Application preparation.
- Contingencies, training, travel, OJT wages, working capital, marketing, taxes, interest, purchase of operational or maintenance equipment, salaries and wages, indirect costs, overhead or operating expenses, rent/lease are ineligible unless noted otherwise above.
- Fundraising events/expenses.
- Bond interest and associated fees. The interest associated with a Bond or Bond Anticipation Note (BAN) cannot be calculated into project cost, whether for reimbursement or local match.
- Lobbying expenses.
- Costs that are not adequately justified or that do not directly support the project.
- Security cameras, solar panels, Electric Vehicle (EV) charging stations.
- Work occurring on property without a documented ownership interest held by the sponsor (e.g., on road crossings and crosswalks within DOT Right of Way.)

MATCHING SHARE (APPLICANT SHARE) REQUIREMENTS:

This grant program is administered on a reimbursement basis. **Successful applicants will be expected to fund project expenditures upfront, then submit for reimbursement.** Applicants must plan their financial arrangements accordingly.

Successful applicants are reimbursed for up to 50% of their approved eligible costs. For projects located in impoverished areas (as defined by 10% or more of the population below the poverty level according to the most recent Census data as provided in the “Percent Below Poverty Level Table by ZIP Code Tabulation Area (ZCTA)” (posted at <https://parks.ny.gov/grants/environmental-protection-fund>), the reimbursement can be up to 75% of the approved eligible project cost.

All applicants are expected to raise their share within one year of the award, or risk cancellation of the grant.

Principal types of applicant share are:

- **Cash:** Includes grants other than this grant request.
 - ◆ Other Environmental Protection Fund grants (i.e., Climate Smart Communities, Water Quality Improvement Project, Local Waterfront Revitalization Program, Greenway Conservancy Trail Grant Program, etc.) cannot be used as match.
- **Force Account:** Applicant’s payroll expenses itemized according to job title or job assignment on project. Grant recipients will be required to document time worked, tasks, pay ratio and payment (including components and percentage of fringe benefit rate).
- **Professional Services:** The value of services provided by professional and technical personnel and consultants. Three-year retroactivity applies.
- **Supplies and Materials:** The fair market value of items warehoused (not yet installed). Three-year retroactivity applies; use value current at time items were obtained.
- **Volunteer Labor:** Skilled and professional labor can be computed at the job rate. The value for labor (unskilled labor and work performed by professionals or skilled laborers in an area outside of their area of expertise) of an adult (18 and over) donating time to a project may be computed up to the amount identified as the Value of Volunteer Time for New York State at <https://independentsector.org/>. For example, a lawyer donating legal services may compute the value based on the standard billing rate, but the value for the same lawyer donating time painting walls will be computed up to the amount identified as the Value of Volunteer Time for New York State, which is currently \$39.50.
- **Equipment Usage:** Valued according to its fair market rental cost in the project location.
- **Real Property:** The value of all property acquired, donated, or converted from other purposes. One-year retroactivity applies to all three categories. For real property owned by the applicant and converted from other purposes, the value of such property may be included under the EPF budget, provided it has not been previously designated as parkland or otherwise used for purposes related to this project.

FUNDING PRIORITIES: OPRHP COMMISSIONER PRIORITIES FOR 2026:

- A. Projects that enhance and/or create opportunities for walkable public spaces for recreation, fitness, mental health and well-being, particularly in underserved neighborhoods (i.e., build green space, revitalize existing athletic and recreational facilities, create and enhance amenities at pocket parks, historic properties and community gardens).
- B. Projects that enhance, extend, or complement multi-use pedestrian and bicycle trails, creating physical and functional connections among already-protected state and local lands, historic properties, greenways, trails and waterways. For example, projects may include landscape and trail improvements and special features or signage to improve programming and interpretation.
- C. Projects that advance and/or complement transformational projects across the State to enhance sustainability and resilience, especially in underserved communities, to address and prepare for the impacts of climate change. Priority projects would enhance recreation while: fostering stewardship, preserving open space, restoring natural communities,

- implementing climate resilient infrastructure, and reducing flood risk.
- D. Projects designed to enhance inclusion by removing barriers, providing accommodation, and expanding visitor access and amenities to welcome new visitors, including those previously marginalized. Examples include: enhanced gateways to parks, trails, and historic properties; signage to improve programming and interpretation with an emphasis on marginalized/underserved populations (i.e., multi-lingual and/or pictorial signage); recreational and interpretive facilities serving people of diverse abilities; accessibility compliance; unisex public restroom facilities; reopening (i.e., modernize, rehabilitate, restore) shuttered recreational or historic facilities in distressed neighborhoods, etc.
- E. Projects that are undertaken by OPRHP Friends organizations or other partner groups that occur in State Parks or State Historic Sites.

ATTACHMENTS TO SUPPORT APPLICATION:

Your application requires you to upload supporting documents. Before you begin to prepare the supporting documents, go to the Documents tab within the Consolidated Funding Application to review size limits and acceptable file formats, including how to combine multiple files into a single file. *It is also advisable to use short naming conventions when labeling each file; longer named attachments may prevent the file from being opened.*

You may proceed with your application without uploading these documents. However, since supporting documents are required, you must return to the Documents section and upload the required documents before you can finalize and submit your online application.

For assistance scanning your documents, please contact the Regional Grants Administrator for your County at <https://parks.ny.gov/grants/environmental-protection-fund>.

ATTACHMENT REQUIREMENTS:

Attachments listed in this section of the guidance document are required of every application as indicated. All documents should be current to this grant cycle.

Applications lacking these attachments (or an acceptable explanation) are considered incomplete, and may cause the application to be deemed ineligible, or adversely affect the rating points assigned. Depending upon the particular circumstances of your project, other attachments may be required. Still other attachments, while not required, may be essential to support rating points. See the ADDITIONAL RESOURCES section at the end of this document, and the Attachment Checklist at <https://parks.ny.gov/grants/environmental-protection-fund> for additional guidance on required documents as well as supporting documentation that is requested but not required. For questions contact the Regional Grants Administrator for your county.

For All Applicants: NEW in 2026: Gender-Based Violence in the Workplace Policy Certification

- In compliance with NYS Finance Law §139-M, all applicants, including municipalities, must certify that they have a written policy addressing gender-based violence and the workplace and that such policy meets the following minimum requirements:
 - ◆ Share Information: Employers must provide information regarding gender-based violence where employees can see and access it, including displaying the NYS Domestic and Sexual Violence Hotline information and a gender-based violence and the workplace poster.
 - ◆ Refer Employee-Survivors to Services: The policy must require that the employer refer employees who disclose current or past victim status to the NYS Domestic and Sexual Violence Hotline and/or a local service provider. For bidders outside of New York State, referrals should be made to a local provider or statewide hotline. While referrals are required to be provided by the employer, it is not required for the employee to access services.

- ◆ **Prohibit Retaliation:** The policy must clearly state that discrimination or retaliation against employees who identify as victims or survivors of gender-based violence is prohibited.
- ◆ **Comply with Laws:** Ensure your policy follows State law. For employers based in New York State, this means that the policy must follow the SAFE Leave Act, New York State Human Rights Law, and any other relevant laws and regulations.
- ◆ **Offer Implementation Support:** OPDV is able to assist employers in developing and implementing this policy. Employers must provide information to supervisors and human resources, where available, about this technical assistance from OPDV. OPDV can be contacted at workplace@opdv.ny.gov.

For organizations without an existing, compliant policy, completion of the **Statement in Lieu of Gender-Based Violence and the Workplace Certification** is required, attesting to the intention to adopt a gender-based violence and the workplace policy in compliance with NYS Finance Law §139-M prior to contracting, if awarded.

Templates for the Certification or Statement are online at <https://parks.ny.gov/grants/environmental-protection-fund>.

■ **Documentation of ownership interest (including lands under water):**

◆ **If the applicant owns the property, provide:**

- a clear and legible copy of the current **recorded deed(s)** to the property in the name of the applicant, showing Liber and Page number or electronic filing number of recording;
If there is no recorded deed for the property, provide written evidence establishing prior ownership and history of conveyance of ownership (e.g., a will/testament, foreclosure judgment, etc.) or other explanation and relevant legal findings.
- copies of any **documents restricting ownership**, such as liens, leases, or easements on the property; and
- a **map that reflects the property boundary as described in the deed(s)**. For parkland, the deed(s) and map should encompass the entire park, which will be dedicated as parkland in perpetuity. For historic property, the map should show as much of the property under the applicant's ownership as is designated on or nominated to the National and State Registers of Historic Preservation.

◆ **If the applicant is not the property owner:**

- Provide **documentation of the applicant's interest in the project site** such as a lease, easement, contract or memorandum of understanding. The lease or agreement must be current at the time of application and its term must be of sufficient duration and stability to assure compliance with EPF rules and regulations (typically, 10 to 25 years).
- If the project is for **planning only**, provide a letter or agreement in which the owner acknowledges awareness of the application and grants the applicant permission to access the site as necessary to complete the project.
- If the project involves **acquisition** of the property, the application must include documentation of the owner's intent to sell, donate or transfer the property to the applicant.
- If the project involves **improvement/development of the property**, provide a letter

from the owner(s) agreeing to sign the grant contract and any long-term protection document (see templates at <https://parks.ny.gov/grants/environmental-protection-fund>).

- ♦ If there are additional parties with an ownership interest in the property, including lien holders, provide written agreement from all parties to sign the grant contract and written agreement from all lien holders to subordinate their interests to those of the State.

If the applicant fails to satisfy the documented proof of ownership requirements, the application will be deemed ineligible.

■ **Cost Share Summary and Budget**

Provide a budget detailing the total cost of the project, and sources of the applicant's match. See ALLOWABLE COSTS and MATCHING SHARE, and the Cost Share and Budget Help with sample Cost Share summaries available at <https://parks.ny.gov/grants/environmental-protection-fund>. Applicants should complete the appropriate blank EPF Cost Share Summary form provided in Excel (spreadsheet) or fillable Portable Document Format (pdf) to upload to the appropriate application attachment question in the CFA.

■ **State Environmental Quality Review Act (SEQR) compliance documentation:**

- ♦ NOT-FOR-PROFIT CORPORATIONS: Complete the "Environmental Review Form" available online at <https://parks.ny.gov/grants/environmental-protection-fund>. Also include with your application clear drawings, maps, or plans of existing and proposed natural and man-made conditions on the site and the areas immediately adjacent to the site.
- ♦ MUNICIPALITIES: Municipalities must document or describe where they are in the SEQR process. The municipality will be the SEQR lead agency if OPRHP is the only other agency involved. If there are other involved agencies (e.g., the Department of Environmental Conservation (DEC) via a required permit), the municipality is responsible for initiating lead agency designation procedures. The lead agency is required to classify projects under SEQR.
 - If your project is classified Type II, it is not subject to further review under SEQR. Required documentation: a statement on municipal letterhead indicating the Type II classification and the reason for the Type II classification.
 - If the project is Unlisted, a completed Environmental Assessment Form (EAF -- Short or Full EAF, as appropriate to the project scope) (Parts I-III), Determination of Significance, and, if required by the foregoing, a Final Environmental Impact Statement (FEIS) and a SEQR Findings Statement.
 - If the project is Type I, a completed Full Environmental Assessment Form (Parts I-III), Determination of Significance, and, if required by the foregoing, a Final Environmental Impact Statement (FEIS) and a SEQR Findings Statement.
- ♦ For further SEQR Guidance, go to: <https://dec.ny.gov/regulatory/permits-licenses/seqr>.

■ **Photos showing the project area**

Provide images (scanned photographs or born-digital; photocopies are not acceptable substitutes) showing the overall project area and documenting existing conditions. Include photos of any structures more than 50 years old within, or immediately adjacent to, the project area. Provide views to these features from the project site, as well as views of the project site from them. Photographs must reflect current conditions. Images that are freely available on the internet may not show current, actual conditions. Key all images to a schematic site plan (see below). For an optimal review of the project, photography tips and guidance can be found at <https://parks.ny.gov/grants/environmental-protection-fund>.

■ **Schematic Site Plan**

Provide a document that pictorially connects the narrative, photos, budget, and--for a historic property-- the work detail.

- ◆ For parks, the site plan should identify the boundary of the park that is the subject of the application and show how it relates to the surrounding areas (properties adjoining the site, roadways, water bodies, public access), what facilities are currently existing on the proposed site (arrows or legend to indicate type - baseball fields, playgrounds, pavilions, parking areas, public access to the site, links to surrounding areas via trails, etc. and location of those facilities within the park), and what facilities are being proposed (type and location). The plan should be linked to photos showing the subject area and surrounding areas, the narrative describing the work being contemplated, and the budget showing estimated costs.
- ◆ For historic properties, two dimensional plans or elevations which identify the areas of the structure or site that is the subject of the application, showing conditions as they currently exist (i.e., arrows to mortar joints, cracks, bricks). These would have a legend or some other way to link back to photos which show the areas of concern, the narrative and work detail which describe both existing conditions and the proposed work to correct issues, and the budget showing the estimated costs to accomplish the work.

■ **Topographic or Planimetric map at 1:24,000 scale with the subject property circled**

Submit a 1:24,000 scale USGS or DOT planimetric map with the subject property circled. An 8½" x 11" section, copy, or printout is acceptable, so long as it shows at least 1:24,000 scale and is clearly marked as to scale and source, including Quad Name and/or Code. We recommend using the online, layered "Grants Map for CFA," accessed via <https://parks.ny.gov/grants/environmental-protection-fund> and the instruction document, "Using the Grants Map for CFA." Another source for downloadable, printable maps is the NYS GIS Clearinghouse <http://gis.ny.gov/gisdata/quads/>. In addition, you may submit any other site map that is available which will help to locate the specific project site.

For All Not-for-Profit Applicants:

Prequalification in the Statewide Financial System (SFS) is required. Grant proposals received from nonprofit applicants that are not Prequalified in SFS at the application due date and time will not be evaluated. Such proposals will be disqualified from further consideration. Keep in mind the status may expire during the evaluation period, so it is a best practice to double check the status before the application deadline. Further information is available at <https://grantsmanagement.ny.gov/get-prequalified>.

Disclaimer: New York State reserves 5-10 business days from the receipt of complete Prequalification applications to conduct its review. If supplementary information or updates are required, review times will be longer. Due to the length of time this process could take to complete, it is advised that nonprofits Prequalify as soon as possible. Failure to successfully complete the Prequalification process early enough may result in a grant application being disqualified.

For Not-for-Profit Applicants applying for a project under the Parks Program:

Except for projects on State lands, a resolution of municipal endorsement, passed by the governing body of the municipality in which the project is located, which stipulates the approval/endorsement of the application. For projects in New York City, approval/endorsement by the Community Board(s) in which the project is located AND a letter of support from the Borough President(s) where the project is located may be submitted as an alternative to the municipal endorsement. For projects involving multiple municipalities, the endorsement is

required from the municipality with planning jurisdiction (e.g., the county) and all municipalities encompassing affected property. See a sample of an acceptable resolution of “Municipal Endorsement” at <https://parks.ny.gov/grants/environmental-protection-fund>.

For Historic Preservation Applicants:

Documentation of State/National Register listing or scheduled nomination review.

For Heritage Area Applicants:

Written approval/endorsement of the project by the local heritage area management entity, if it is not the project sponsor, is required with the application. The letter should reference the appropriate Heritage Area management plan and relevant Heritage Area resources and goals. For information about active Heritage Areas with approved management plans, including exact heritage areas boundaries and Heritage Area Contacts, go to <https://parks.ny.gov/grants/environmental-protection-fund/heritage-areas>.

For Applicants proposing to undertake work in a State Park or Historic Site:

- **NEW for 2026:** Documentation of an agreement/authorization currently in place, such as a Memorandum of Understanding (MOU), Memoranda of Agreement (MOA), Cooperative Agreement, Partnership Agreement, or permit for implementation of the project.
- Letter(s) of support from the Regional Director AND Capital Facilities Manager. One letter of support may be provided with both signatures.

For Applications including Acquisition (purchase, donation, or transfer from another use):

- **A written appraisal valuation** (desktop appraisal or exterior only appraisal) by a qualified appraiser for all property that will be acquired or used as match as part of the proposal.

For Applications where more than 15% of the total project cost is for planning expenses for a specific project:

- To justify the proposed consultant costs, two estimates are required. For planning budgets involving just the preparation of plans and specifications, provide at least two professional estimates for the preparation of these documents or provide two professional estimates of the proposed construction costs or submitted construction bids and identify the percentage of the professional fee to prepare plans and specifications.
- Historic Preservation or Heritage Area planning projects (condition studies, Historic Structures Report, Cultural Landscape Report, etc.): submit two estimates and documentation of consultants’ qualifications and/or licenses (for historic preservation professionals, see “Historic Preservation Terms and Professional Qualifications” available at <https://parks.ny.gov/grants/environmental-protection-fund>).

For Applications where Parkland is being Alienated:

If the project is located in a public park facility, all or part of which is being sold, leased, exchanged, donated, disposed of or used for other than public park purposes, a copy of the **proposed or enacted legislation authorizing the alienation**.

SUPPORTING DOCUMENTATION:

Depending upon the particular circumstances of your project, other attachments may be required. Still other attachments, while not required, may be essential to support rating points. All documents should be current to this grant cycle. See below for a list of supporting documentation.

- Evidence of local historic preservation or landmark designation
- Federal, Statewide, Regional and Local Planning Documents; provide clearly marked excerpts in

support of the project narrative AND documentation that the plans cited reflect current need.

- Documentation of community need and involvement may include evidence of current community involvement and support, such as news articles, press releases, agenda/minutes of public meetings, newsletters, fundraising campaign documents, community reports, etc. Provide copies of official project endorsements, partnerships, and letters of support (especially those from people directly impacted by the project).
- Documentation from State agencies regarding remediated brownfields, protected species, habitats, etc.
- Documentation of pre-construction planning, procurement of services, consultant qualifications, etc.
- Ground disturbance documentation
- All official project endorsements, partnerships, and letters of support

ADDITIONAL RESOURCES:

Visit <https://parks.ny.gov/grants/environmental-protection-fund> to view forms and resources containing additional instructions concerning attachments to the application. If you have questions about the EPF Parks, Preservation and Heritage grant program or wish to discuss your project proposal, contact the Regional Grants Administrator (RGA) for your county or NYSOPRHPGrants@parks.ny.gov.

Applicants are encouraged to use the online layered “Grants Map for CFA” to help answer application questions in the CFA, including questions concerning how to identify the appropriate Regional Economic Development Council, ZIP Code Tabulation Area (ZCTA) and Poverty data, save and print or upload a 1:24,000 scale topographic or planimetric map, etc. for the project location. The instruction document, “Using the Grants Map for CFA,” outlines how to use the features of the layered map.

GRANT SELECTION CRITERIA:

Each application will be reviewed for eligibility and, if determined eligible, will be rated according to the Grant Selection Criteria. Applications will be evaluated to assess the degree to which they meet the elements of each criterion below. A successful grant proposal is not expected to meet all of these criteria. Eligible applications will be reviewed, rated and awarded as ranked on a regional basis, competing only against others in their region and category. The Grant Selection Criteria are:

I. Project Impact (up to 30 points)

For Parks Projects:

A. Need, as determined by a statewide assessment (0-5):

- For recreation projects: SCORP Relative Index of Needs
- For open space/conservation projects: NYS Open Space Conservation Plan

B. Community Impact and Need (0-25). The application should document both the extent of a need and how the project will address that need.

Population Served: The degree to which the project will primarily serve a densely populated area, an area where a substantial proportion of the population is of low income, and/or a population that is otherwise disadvantaged or underserved with respect to existing recreational opportunities. For example, will it meet the needs of an aging population, encourage participation by youth and teens, respond to population and social changes in the community, and/or ensure open and reasonable access to persons of various abilities.

Need for Facilities: The degree to which local recreation, conservation or open space deficiencies will be addressed by the project. Evidence of need can include documentation of:

- For recreation projects: number of similar facilities in the service area; level of use of

existing facility and anticipated level of use of proposed facility; condition of facilities, including evidence of physical deterioration, decay, neglect, or disinvestment; emergencies, mandates, or development pressure.

- For open space/conservation projects: protection of watershed, aquifer, animal or plant species, significant natural communities, or other natural, scenic or open space resources that are unique, rare, or of statewide or regional significance; wetlands, shorelines, unique areas, biodiversity areas, wildlife habitats, forested wildlife, flood plains; improved access to water or public fishing rights, trails or greenways; increased land for active recreation in existing or new parklands, buffer zone/viewshed to enhance or protect existing recreational or environmental resources; or a recognized brownfield site for park development.

For Historic Preservation Projects:

- Level of Significance (0-15).** Points are awarded based on the level and area(s) of significance of the property (as recorded in the State/National Register nomination or in the National Historic Landmark documentation), consideration of the significance of the specific feature(s) of the property to be addressed in the proposed project (e.g., a primary contributing resource versus a secondary contributing resource), and the extent to which the project protects, enhances or impacts that property and feature(s).
- Severity/Immediacy of Threat (0-15).** Points are awarded based on the type (e.g., deterioration, damage, demolition, inappropriate development), extent (e.g., isolated, widespread, accelerated), severity, immediacy, and degree (e.g., recent, on-going, imminent) of threat to the property from negligence, development pressure, inappropriate treatment, etc., and the degree to which the project addresses that need and ensures the long-term preservation of the property.

For Heritage Area Projects:

- Addresses significant Heritage Area resources (0-5).** Points are awarded based on how well the project contributes to the preservation, restoration, or enhancement of natural, historic, or cultural resources related to the Heritage Area's interpretive theme(s) as established in its approved management plan.
- Addresses Heritage Area goals (0-15).** Points are awarded based upon how the project addresses the Heritage Area goals of preservation/conservation, education/interpretation, recreation, and economic revitalization. At a minimum, a Heritage Area project will address one Heritage Area goal, but a typical Heritage Area project addresses two or more. Therefore, points should reflect both the number of goals met and how well they are met.
- Enhances the Heritage Area Experience (0-10).** Points are awarded based upon the degree to which the project directly serves or benefits heritage area visitors and users, enhances the function and visual quality of the heritage area, and/or contributes to the local economy.

II. Community Engagement and Planning (up to 10 points):

- Community Support:** Points are based on evidence of community support of and involvement in the project, including efforts to publicize and/or engage the community in project planning, such as:
 - letters of support, especially those from people directly impacted by the project,
 - official project endorsements/partnerships and other evidence that the project is supported by local elected officials and community groups, such as land trusts, recreation committees, environmental councils, preservation boards, friends groups,

local activists

- press releases/announcements/publicity
- plans for public outreach or fundraising campaign
- news articles
- records of public meetings including project-specific meetings (such as press event), official government reviews (e.g., Community Board, Planning Board, etc.) and presentations to a group such as a neighborhood association or interest group

B. Consistency with Plans: The degree to which the project relates or contributes to official planning documents cited and submitted with the application. Relevant documents include, but are not limited to:

- NYS Open Space Conservation Plan as a priority project
- New York State Historic Preservation Plan
- New York Statewide Trails Plan/New York Statewide Greenway Trails Plan
- State or National Heritage Area Management Plans
- Local Waterfront Revitalization Program (LWRP)
- Recognized local Open Space Plan
- Local historic preservation ordinance/designations
- Community participation in the Certified Local Government (CLG) Program
- Other state/federal/local plans, such as Preserve America designation, Path Through History, etc.
- Community comprehensive or master plans or other local plans
- Project implements a prior Planning grant

III. Reasonableness of Cost (0-20). The degree to which the project budget, planning, and administrative structures demonstrate fiscal prudence and readiness to proceed.

A. Budget

- Budget in the application is complete, detailed, computed correctly, and contains no extraneous or ineligible expenses.
- The budget is based on a cost estimate from a reliable source.
- Matching funds are on hand and/or application evidences a reasonable expectation that matching funds will be available as and when needed.

B. Readiness

- Necessary project planning and document preparation has been completed.
- Qualified project professionals, properly procured/hired, are on hand.
- Proposed project/work is appropriate and conforms to accepted professional standards.
- Application evidences viable strategy and resources for implementing/operating and maintaining the project in the future.

C. Feasibility

- Administrative structures are in place to handle grants.
- Applicant has proven experience in projects of similar scale and/or scope.
- Timeframe presented in application is reasonable to accomplish all aspects of the work and grant administration (including any necessary fundraising).

IV. OPRHP Commissioner Priorities for 2026 (0-10)

A. Projects that enhance and/or create opportunities for walkable public spaces for recreation, fitness, mental health and well-being, particularly in underserved neighborhoods (i.e., build green space, revitalize existing athletic and recreational facilities, create and enhance amenities

at pocket parks, historic properties and community gardens).

- B.** Projects that enhance, extend, or complement multi-use pedestrian and bicycle trails, creating physical and functional connections among already-protected state and local lands, historic properties, greenways, trails and waterways. For example, projects may include landscape and trail improvements and special features or signage to improve programming and interpretation.
- C.** Projects that advance and/or complement transformational projects across the State to enhance sustainability and resilience, especially in underserved communities, to address and prepare for the impacts of climate change. Priority projects would enhance recreation while: fostering stewardship, preserving open space, restoring natural communities, implementing climate resilient infrastructure, and reducing flood risk.
- D.** Projects designed to enhance inclusion by removing barriers, providing accommodation, and expanding visitor access and amenities to welcome new visitors, including those previously marginalized. Examples include: enhanced gateways to parks, trails, and historic properties; signage to improve programming and interpretation with an emphasis on marginalized/underserved populations (i.e., multi-lingual and/or pictorial signage); recreational and interpretive facilities serving people of diverse abilities; accessibility compliance; unisex public restroom facilities; reopening (i.e., modernize, rehabilitate, restore) shuttered recreational or historic facilities in distressed neighborhoods, etc.
- E.** Projects that are undertaken by OPRHP Friends organizations or other partner groups that occur in State Parks or State Historic Sites.

V. Regional Economic Development Council Assessment (0-20). Statewide CFA Endorsement Standards from the REDC Guidebook at <https://regionalcouncils.ny.gov/>

VI. Statewide Assessment “Commissioner Points” (0-10)

- A. Geographic Distribution.** Consideration may be given to projects in areas that have or have not received funding in recent cycles or where funding is not commensurate with the population of the area. This will be based on the proximity to other funded sites and the diversity of projects being funded on a regional and local basis, as well as the service area of the developed or planned facilities.
- B. Maximize Use and Accessibility.** Consideration may be given to projects where funding will allow underutilized facilities to be accessed or to develop underutilized resources for public use. This will be based on the resources offered by the facility, the use of those resources and whether the proposed project will help the facility expand and enhance its public use.
- C. Special Engineering, Environmental, Preservation Benefits.** Consideration may be given to develop particularly significant resources and facilities or to develop innovative approaches to preserve valuable resources. This will be based on the type of resource being developed or rehabilitated; its rarity on a local, regional, statewide, and national basis; the ability of an innovative technology to address an emergency or mitigate future problems; how well a technology can be “exported” for use on other properties and resources; and how/if the project will allow public access that would not otherwise be available.
- D. Past Performance.** Consideration may be given to how timely an applicant completed previous projects, including its reporting requirements; how successful it was in outreach, especially to minority- and woman-owned businesses; the ongoing upkeep and maintenance of the property; and its cooperation in allowing OPRHP to complete inspections and other follow-up activities.

TOTAL (0-100)

VII. Project in a Hudson River Greenway Compact Community (2 points) Award points if the proposed project is located in a Hudson River Valley Greenway Compact Community, and the application documents that the project is consistent with the Greenway criteria of natural and cultural resource protection, regional planning, economic development, heritage and environmental education, and/or public access to the Hudson River (for information, go to: <https://hudsongreenway.ny.gov/community-planning> or the Greenway map at <https://hudsongreenway.ny.gov/greenway-area-map>).

AWARD CRITERIA DETAILS

- ELIGIBLE AREA, CITY, COUNTY, POPULATION LIMITS OR POPULATION TARGET TYPES:
 - ◆ The enacted budget specifies a portion of the appropriation that must be awarded to projects located in densely populated and/or underserved areas. In addition, a portion of the appropriation is directed to specific line items which impacts the funds available for the competitive program.
- LIMITATIONS:
 - ◆ While applicants may apply for more than one grant category funded under OPRHP'S EPF Program, no project will receive more than one grant award in any funding year. There is no statutory limit on the number of grants one property, or one applicant may receive, but in the interest of equity and fairness and in consideration of applicant capacity, applicants that have three or more open grants with OPRHP should not receive additional awards.
 - ◆ **There is an administrative cap of \$675,000.**
 - ◆ Should project costs increase post-award, the grant award **will not** be adjusted upward.
- LONG RANGE GOALS: Special consideration should be given to projects that are referenced in the Statewide Comprehensive Outdoor Recreation Plan (SCORP), the NYS Open Space Conservation Plan (OSP), or included in other state and local planning initiatives.
- PROJECT TERM COMPLETION DATES: Once all conditions of award are met (see SUCCESSFUL APPLICANT REQUIREMENTS below) and a grant contract is executed with the State, it is anticipated that acquisition and planning projects will be completed within one year and construction projects within two years; projects must be completed within five years from the date of the award of the grant. OPRHP will monitor the progress of project work and will recapture awarded funds if significant progress is not made.

SUCCESSFUL APPLICANT REQUIREMENTS:

Successful applicants will be notified of their award, including those elements of the proposed scope and budget that have been accepted for funding. Successful applicants are advised NOT to begin work until a grant contract with the State has been fully executed. Proceeding without advance OPRHP approval will jeopardize grant reimbursement.

Certain **conditions of award** must be met to the satisfaction of OPRHP before a grant contract can be executed with the applicant/grantee. Go to <https://parks.ny.gov/grants/environmental-protection-fund> to view forms and resources containing additional instructions concerning conditions of award. These will include, but are not limited to:

- Submission of a signed authorizing resolution that names the official(s) authorized to accept the grant funds and enter into and execute a grant contract (as well as long-term protection documents and other certifications, if required) with the State.

- Submission of a signed Prevention of Sexual Harassment in the Workplace Policy certification. NOTE: Additional information is available on the New York State Department of Labor's website at: <https://www.ny.gov/combating-sexual-harassment-workplace/employers>.
- Submission of a signed Non-Discrimination certification.
- Submission of Certification under Executive Order No. 16 Prohibiting State Agencies and Authorities from Contracting with Businesses Conducting Business in Russia.
- Submission of Certification in compliance with NYS Finance Law §139-M, that the applicant/grantee has a written policy addressing gender-based violence and the workplace, if not provided at application.
- Enrollment in New York State's electronic payment program for vendors. Information on how to enroll can be found here: <https://www.osc.state.ny.us/vendors/index.htm>
- Registration in the Statewide Financial System (SFS). Instructions can be found at <https://grantsmanagement.ny.gov/register-your-organization-sfs>; for assistance, contact the Help Desk at grantsreform@its.ny.gov.
- **Documentation of ownership interest to the satisfaction of the State**, including:
 - ◆ For development projects where the grant recipient is the owner in fee simple:
 - Property deed(s) and affidavit of title or opinion of municipal counsel.
 - ◆ For development projects where the grant recipient is not the sole owner:
 - The fee owner's deed to the property.
 - Affidavit of title or opinion of municipal counsel from the fee owner of the property.
- Environmental and historic preservation reviews (including archaeological review).
- Documentation of all necessary approvals to undertake the project.
- **In addition, for not-for-profit grantees:**
 - ◆ Maintenance of prequalification status in the Statewide Financial System (SFS).
 - ◆ Documentation of current coverage or exemption for Workers' Compensation and Disability Insurance, listing NYS OPRHP as *Entity Requesting Proof of Coverage*.
 - ◆ Being current with pertinent filings under Section 501 of the United States Internal Revenue Code and the following New York State Laws, as applicable: Article 7-A of the Executive Law; Section 8-1.4 of the Estates, Powers and Trusts Law; Section 1508 of the Not-for-Profit Corporation Law; or Section 215 of the Education Law.
 - ◆ Valid New York State Vendor Responsibility Questionnaire.
- All successful applicants (grant recipients) who have successfully completed conditions of award are required to execute a grant contract with the State using the State of New York Contract for Grants (<https://grantsmanagement.ny.gov/state-agency-resources>).
- If the project involves improvement/development of the property where the grantee is not the sole owner, the owner must also sign the grant contract and any long-term protection document.
- If there are additional parties with an ownership interest in the property, including lienholders, all parties must sign the grant contract, and all lien holders must subordinate their interests to those of the State.

Project Management

- The grantee must assign one person to act as a Project Manager (PM). This person will schedule the progression of activities, ensure timely completion of project tasks, and address any problems or inquiries which may develop. The Project Manager will be the primary contact person for the submission of necessary reports, requests for progress payments, and obtaining approvals and determinations, etc.

- The Project Manager must work closely with the OPRHP Regional Grants Administrator (RGA) to ensure proper interpretation of all project requirements. Proper interpretation of a project's requirements is critical to successful implementation and coordination of ongoing activities.
- The Project Manager is responsible for providing adequate supervision and inspection, including materials inspection and quality assurance to ensure projects are completed in conformance with the construction contract documents, plans and specifications. The project budget must account for any anticipated costs associated with this requirement (see Construction Supervision under Eligible Budget Items).

Grant contracts will require that prior to commencement of project work, certain procedures must be followed, and documentation provided to and approved by OPRHP including, but not limited to:

- For any project involving ground disturbance (trenching, grading, demolition, new construction, vegetation removal, etc.), prior ground disturbance documentation or an archaeological investigation will be required.
 - For any not-for-profit grantee with a project involving ground disturbance (trenching, grading, demolition, new construction, vegetation removal, etc.):
 - ◆ Due to updated regulations under the State's Freshwater Wetlands Act, it is up to the Applicant/Grantee to communicate with NYS Department of Environmental Conservation (DEC) regarding jurisdictional requirements concerning freshwater wetlands. One of the following must be submitted to OPRHP prior to start of construction:
 - a DEC Parcel Jurisdictional Determination Letter indicating no jurisdictional wetlands are located on the parcel
 - a DEC Project Jurisdictional Determination Letter indicating no jurisdictional wetlands are in the project area
 - a DEC Letter of No Permit Necessary, OR
 - a copy of a DEC permit.
- Information about DEC's Freshwater Wetlands Program and the revised regulations can be found here: <https://dec.ny.gov/nature/waterbodies/wetlands/freshwater-wetlands-program>.
- ◆ Copies of any permits required from agencies such as the NYS Department of Environmental Conservation (DEC) or the US Army Corps of Engineers (COE) must be filed with the State before construction begins.
 - Any Municipality with a project involving ground disturbance (trenching, grading, demolition, new construction, vegetation removal, etc.), is responsible for obtaining any permits from federal or state agencies which may be required. *Note: copies of permits do not need to be submitted to OPRHP.*
 - Acquisition projects require certification of clear title by the State.
 - OPRHP must accept/approve plans and specifications, bidding documents, and competitive bidding, etc.
 - All EPF projects are subject to New York State Education Law (Articles 145, 147 & 148) regarding the preparation of plans and specifications. Plans which include the design of buildings and/or structures, such as bridges, tunnels, and scenic overlooks, must be stamped, signed, and dated by a Licensed Professional, as defined in New York State Education Law.

Project costs will be eligible for reimbursement only if the specified grant work is included in the approved contract, meets State standards and the expenditures are made in compliance with State requirements, including, but not limited to:

- Municipalities must comply with General Municipal Law Sections 103 (competitive bidding) and 104-b (procurement policies and procedures). Not-for-profit corporations must follow procurement policies that ensure prudent and economical use of public money.
- All reimbursements for projects on property eligible or listed on the National or State Registers of Historic Places must be satisfactorily documented so that the State Historic Preservation Office can ensure work was done in conformance with the Secretary of the Interior Standards.
- At the discretion of the State, an Agreed Upon Procedure Review may be required by the State, performed by a representative of the State or a Certified Public Accountant.
- If total donations exceed the required grantee matching share percentage at project close out, reimbursement will be calculated with match capped up to that percentage. In no instance will a grant recipient be reimbursed beyond the actual, documented eligible expenditures made.

Failure to comply with these requirements could jeopardize full reimbursement.

OPRHP staff will conduct periodic inspections, including a final inspection of the project, and may conduct post-completion inspections as warranted to ensure the public benefit is maintained.

RESOLUTION NO.: 155 - 2026

OF

JULY 13, 2026

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR
AND ACCEPT IF AWARDED NEW YORK STATE OFFICE OF CHILDREN AND
FAMILY SERVICES YOUTH DEVELOPMENT PROGRAM GRANTS AND
YOUTH SPORTS AND EDUCATION PROGRAM GRANTS TO SUPPORT
CITY OF NEWBURGH RECREATION DEPARTMENT PROGRAMS**

WHEREAS, the City of Newburgh Recreation Department has advised that the Orange County Youth Bureau is accepting a Request for Proposals for grant funding available from New York State Office of Children and Family Services Youth Development Program and Youth Sports and Education Program; and

WHEREAS, the City of Newburgh wishes to apply for and accept if awarded grants from the New York State Office of Children and Family Services Youth Development Program or Youth Sports and Education Program to support City of Newburgh Recreation Department programs in the amount of \$125,000.00 for 2027 Youth Sports Programs, Youth Enrichment Programs, Community Special Events and Learn to Swim Programs; and

WHEREAS, no City matching funds are required; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to apply for and accept if awarded a New York State Office of Children and Family Services Youth Development Program or Youth Sports and Education Program in an amount not to exceed \$125,000.00 requiring no City match for the 2027 Youth Sports Program, 2027 Youth Enrichment Programs, 2027 Summer Programs, 2027 Community Special Events, and 2027 Learn to Swim in the City of Newburgh; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute all necessary documents to receive and comply with the terms of such grants and to carry out the programs funded thereby.



City of Newburgh

received
6-24-26 JHA

GRANT APPLICATION FORM

Grant Requestor:

Please complete the following form and submit the form along with either a hard copy of the grant announcement or the grant announcement website address to the City of Newburgh Grants Administrator for processing. You will be notified when your grant request has been approved to be sent for City Council Resolution.

NOTE: All fields are required unless marked "OPTIONAL."

SECTION A. COMPLETED BY GRANT REQUESTOR

NAME OF PROJECT FOR GRANT: Orange County Youth Bureau 2027 Funding Grant	NAME OF DEPARTMENT REQUESTING GRANT: Recreation Department	NAME OF DEPARTMENT HEAD/SPONSOR AUTHORIZING GRANT: Recreation Department
NAME OF GRANT/NAME OF AWARDING AGENCY: Orange County Youth Bureau	GRANT SUBMITTAL DATE: 7/30/2026	AMOUNT OF AWARD: \$125,000
MATCH REQUIRED? IF YES, AMOUNT AND TYPE: (EX. CASH, IN-KIND) No match	AMOUNT REQUIRED BY THE CITY OF NEWBURGH: -0-	(OPTIONAL) ANY ADDITIONAL GRANT CONDITIONS: Must follow conditions and dates set forth by OC and NYS
PROJECT PLAN: Scope of Project: Provide Funding for various recreation programs and events for 2027 Youth Sports, Youth Enrichment, Summer Programs, Special Events and Learn to Swim Key Stakeholders: City of Newburgh Youth Project Timeline: (ex. Dates): January 1, 2027- December 31, 2027		



City of Newburgh

GRANT APPLICATION FORM

SECTION B. FOR REVIEW BY CITY COMPTROLLER

GRANT MATCH REQUIREMENT REVIEWED? YES/NO:

COMMENTS:

IN-KIND SERVICES REQUIREMENT REVIEWED? YES/NO

COMMENTS:

STAFFING ISSUES REVIEWED? YES/NO:

COMMENTS:

ANY ADDITIONAL COMMENTS:

→ APPROVED BY CITY COMPTROLLER? YES/NO

CITY COMPTROLLER

SIGNATURE: _____

DATE: _____

6/23/2026

NOTE: IF GRANT APPROVED, CITY COMPTROLLER WILL FORWARD TO CITY MANAGER FOR REVIEW. IF GRANT NOT APPROVED, CITY COMPTROLLER TO RETURN TO GRANTS ADMINISTRATOR FOR FURTHER REVIEW BY PROJECT SPONSOR.



City of Newburgh

GRANT APPLICATION FORM

SECTION D: FOR REVIEW BY CORPORATION COUNSEL

→ APPROVED BY CORPORATION COUNSEL FOR RESOLUTION? YES/NO

CORPORATION COUNSEL
SIGNATURE: _____

DATE: _____

DATE RESOLUTION TO BE SENT TO CITY COUNCIL MEETING: _____

SECTION C: FOR REVIEW BY CITY MANAGER

→ APPROVED BY CITY MANAGER? YES/NO

CITY MANAGER
SIGNATURE: _____

DATE: _____



Steven M. Neuhaus
County Executive

ORANGE COUNTY YOUTH BUREAU

Over 48 years of Promoting *Positive Youth Development!*



Rachel R. Wilson
Executive Director

Orange County Youth Bureau Releases Two (2) Request for Proposals for **2027** Funding
NOTE: One is for Municipalities (RFP-YB02-26) and one is for Nonprofits (RFP-YB03-26)

The Orange County Youth Bureau is pleased to request proposals from **MUNICIPALITIES** and **NONPROFITS** for funding to support programs for Orange County youth ages 0 through 20* that provide services, opportunities and supports designed to improve youth and community outcomes in the Life Areas outlined by the Touchstones framework. *See RFP for different age breakdowns depending on funding type.

For **2027**, the Orange County Youth Bureau will administer Youth Development Program, Youth Sports and Education, and Runaway Homeless Youth funding including additional grants and funding programs* that may become available through the New York State Office of Children and Family Services Office of Youth Development, along with Orange County Taxation Solutions (S) dollars to Orange County municipalities and nonprofits. *In the event new grants and funding programs become available following publication of this RFP, to receive any such funding each applicant shall be required to sign additional forms certifying its understanding of the terms and conditions of the grant/funding program and agreeing to fully comply with the same.

Orange County Youth Bureau grants are awarded to municipalities and non-profit organizations that will operate to help meet goals identified in Part II of this RFP (including: Educational connection and achievement, Physical health and well-being, Mental health and well-being, Employment, and Community cohesion) along with priorities of the Orange County Children and Family Services Plan.

Eligible Proposers: The following organizations are eligible to apply for funding through this RFP: **MUNICIPALITIES; NOT-FOR-PROFITS** including, but not limited to, secular and faith-based, organizations operating in Orange County; and partnerships or consortia consisting of the foregoing. Proposers that have never received funding through the Orange County Youth Bureau are encouraged to apply for funding in this RFP.

Programming and/or services must be provided **within Orange County**, with the exception of occasional trips outside of the County, with prior approval granted by the Orange County Youth Bureau.

Funding is provided through a **REIMBURSEMENT** process, meaning that the programs awarded funding will pay for program expenses first and then submit claims for reimbursement, contingent upon funding agreement within the fully executed contract with the County of Orange through the Orange County Youth Bureau.

Proposals are **NOW** available the Youth Bureau website at: www.orangecountygov.com/youthbureau off the "Funding and Forms" button and are also available on the Empire State Bid System aka "BidNet" at <http://www.empirestatebidsystem.com>.

- The Orange County Department of General Services will be the **ONLY** point of contact for proposers during the submission process until the start of the Proposal Review Process.
 - Proposals submitted to the Youth Bureau will NOT be accepted. Instead, they will be sent directly to the Orange County Department of General Services.
 - ALL inquiries about the RFP must be directed to the Orange County Department of General Services, in writing, by either email to generalservices@orangecountygov.com or faxed to the Department of General Services at (845) 378-2365. Answers will be compiled and posted for all to access in one addendum. Anyone contacting the Youth Bureau directly **WILL** be redirected to the Orange County Department of General Services. (**This is to comply with State Finance Law.**)
 - After the Orange County Department of General Services audits proposals for all required attachments, they will be given to the Orange County Youth Bureau to go through the Proposal Review process.

Projected Timetable of Key Events

<u>Event:</u>	<u>Date:</u>
Request for Proposals Released	6/16/2026
Submittal of Questions, in writing Deadline (See Youth Bureau's website for previously asked questions from past RFPs.)	7/2/2026
Addendum Issued on or about	7/17/2026
Proposals Due	7/30/2026 4:00 PM EDT
LATE PROPOSALS WILL NOT BE ACCEPTED	
Competitive Awards Announced (tentative)	10/8/2026
Contract Start & End Dates (tentative)	start: 1/1/2027 end: 12/31/27

40 Matthews Street, Suite 301C, Goshen, NY 10924

Phone: 845.615.3620 Fax: 845.360.9232

Email: YouthBur@OrangeCountyGov.com

Facebook: www.facebook.com/OrangeCountyYB

Website: www.OrangeCountyGov.com/YouthBureau



Orange County Youth Bureau Request for Proposals FOR MUNICIPALITIES for 2027 Funding



Proposals DUE JULY 30, 2026

PART I Background, Requirements, Proposal Instructions and Scoring Rubric

For funding available from:

- **New York State Office of Children and Family Services:**
 - Youth Development Program Grant (for up through age 20)
 - Youth Sports and Education Grant (for ages 6 through 17)
 - including grants and funding programs* that may become available through NYS OCFS
- *See Part I, Section 1.1 B
- **Orange County Solutions Grant** (for up through age 20)

You must submit **ONE PAPER ORIGINAL AND TWO PAPER COPIES** of the required proposal documents by **July 30, 2026**.

*Be sure to submit in a sealed envelope (separate sealed envelopes per program application being submitted) Label the sealed envelope with organization, program name, and specify "RFP-YB02-26" by July 30, 2026 to:

Hand delivery, FedEx and UPS:

Renee Arnold-O'Regan, Commissioner
Orange County Dept. of General Services
255-275 Main Street
Goshen, N.Y. 10924

US Postal Service:

Renee Arnold-O'Regan, Commissioner
Orange County Dept. of General Services
PO Box 218
255-275 Main Street
Goshen, N.Y. 10924

Projected Timetable of Key Events

Event:

Request for Proposals Released
Submittal of Questions, in writing Deadline
(See Youth Bureau's website for previously asked questions from past RFPs.)
Addendum Issued on or about

Proposals Due

LATE PROPOSALS WILL NOT BE ACCEPTED

Competitive Awards Announced (tentative)
Contract Start & End Dates (tentative)

Date:

6/16/2026
7/2/2026
7/17/2026
7/30/2026 4:00 PM EDT

10/8/2026
start: 1/1/2027 end: 12/31/27

Inquiries

Pursuant to State Finance Law §139-j and §139-k, this solicitation includes and imposes certain restrictions on communications between the County and a PropFoser during the procurement process. Proposer is restricted from contacting other than designated staff from the earliest notice of intent to solicit offers through final award and approval of the Procurement Contract by the County Executive ("Restricted Period") unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). County employees are required to obtain certain information when contacted during the Restricted Period. The designated staff contact is the Commissioner of General Services or her representative, telephone (845) 291-2792. Proposers responding to this RFP must familiarize themselves with these State Finance Law requirements and will be expected to affirm that they understand and agree to comply on the Proposal Form.

*The County reserves the right to waive any informality, reject any and all Proposals, or, if noted in the Basis of Award section of this RFP, accept any Proposal in whole or in part, if deemed to be in the best interest of the County.

SECTION ONE: BACKGROUND

1.1 Introduction

- A. The Orange County Youth Bureau is pleased to request proposals for funding to support programs for Orange County youth ages 0 through 20* that provide services, opportunities and supports designed to improve youth and community outcomes in the Life Areas outlined by the Touchstones framework. Developed by the New York State Council on Children and Families, the Touchstones framework is organized by six Life Areas: Economic Security; Physical and Emotional Health; Education; Citizenship; Family; and Community. The goals and objectives are related to each other and call for comprehensive strategies to address any single aspect of children and family well-being.
*NOTE: Youth Sports and Education Grant funding is only for ages 6 through 17.
- B. The Orange County Youth Bureau administers Youth Development Program (YDP) and Youth Sports and Education (YSE) funding from the New York State Office of Children and Family Services Office of Youth Development, and Orange County Taxation Solutions (S) dollars to Municipalities. *In the event new grants and funding programs become available following publication of this RFP, to receive any such funding each applicant shall be required to sign additional forms certifying its understanding of the terms and conditions of the grant/funding program and agreeing to fully comply with the same.
- C. Orange County Youth Bureau grants are awarded to non-profit organizations and Orange County municipalities that will operate to help meet goals identified in the Orange County Children and Family Services Plan (CFSP).

1.2 Funding Available

- A. Funding Available. The amount of funding will be subject to the availability of annual State and County appropriations. For 2027, there is a maximum of \$55,000 funding amount that can be requested. (This can include a combination of State and County funding. A maximum of \$50,000 can be awarded for Youth Sports & Education Funding, but up to an additional \$5,000 of County Solutions funding could be included. New proposals will be considered a pilot program. Historically this has resulted in an average of \$5,000 awarded. **The average amount for pilots may be increased in 2027 due to an anticipated increased amount of funding from the State.** Funding may be subject to an additional cap based on the total amount requested by all Proposers, and the availability of funds. The County may also limit awards given to any organization and may only fund Continuation programs, based on availability of funds. **Matching funds are not required but strongly encouraged.** For 2027, Orange County Youth Bureau funding in the amount of approximately \$948,000 is projected to be available to award to eligible Proposers through the Competitive funding process. Once again, the County anticipates that this grant competition will be highly competitive.

1.3 Key Information

Please note the following highlights of the Orange County Youth Bureau Request for Proposals: "RFP-YB02-26"

- A. **Organizations who wish to apply for funding for more than one program offering must complete a full proposal for each proposed program.**
- B. To meet the County's deadline for "RFP-YB02-26" competition, one original and two copies of the proposal must be submitted to General Services by 4:00 PM EDT July 30, 2026 to be eligible for funding. This includes the Cover Page with original signature, Part II (Proposal Forms) and Part III (Fiscal Documents). Late proposals will NOT be accepted.
***Be sure to submit in a sealed envelope (separate sealed envelope per program)**
Label the envelope with organization, program name, and specify: "RFP-YB02-26"
- C. **Questions on the RFP must be submitted in writing by July 2, 2026, 4:00 P.M. prevailing time.** Questions received after this time may not be addressed. Questions should be sent to the Department of General Services by 7/2/2026. **No questions will be entertained by any other means** (with the exception of technical questions on electronic forms, see Section 2.1). An addendum responding to the questions will be issued on or about July 17, 2026. Please be patient, questions will be answered in an Addendum/Addenda to be shared with all interested Proposers. **Questions will not be responded to individually.**
- D. Though matching funds are not required, the strongest proposals will demonstrate support from other sources in addition to the Youth Bureau and such will be taken into account during the scoring process.

- E. **Programming and/or services must be provided within Orange County**, with the exception of occasional trips outside of the County, with prior approval granted by the Orange County Youth Bureau.
- F. If a municipality chooses to charge a fee for youth enrollment, it must accommodate any youth who is unable to pay the fee by either offering scholarships, a tiered fee schedule or waiving the fee. There must be a clear, written policy in place and available to youth, families, and the Youth Bureau for review. The municipality operating a recreational program is responsible for the collection of, setting of and reporting of the fee charged.

1.4 **Term of County Contract**

Successful programs will be given a contract with an anticipated start date of January 1, 2027 and end date of December 31, 2027.

1.5 **Eligible Proposers**

The following organizations are eligible to apply for funding through this RFP: Orange County municipalities. Proposers that have never received funding through the Orange County Youth Bureau are encouraged to apply for funding in this RFP.

1.6 **General Program Requirements**

- A. Organizations may apply for funding for more than one program. Separate full proposals are required for each program proposed.
- B. Programs must provide direct youth and/or family service activities.
- C. Administrative costs may not be more than 15 percent of the total program budget and must be allocated in the budget attachment.
- D. Proposers are required to have reliable access to electronic mail and the Internet as part of their grants. Communications and reporting requirements are frequently completed through the Internet and electronic mail. Proposers without access to computers and additional hardware and software must demonstrate how they will meet these requirements.
- E. Proposals with more than one municipal partner must define the lead municipality and its responsibilities, as well as the responsibilities of each partner municipality. Addenda from partners and other support information **cannot** be attached. All support must be demonstrated within the Proposer's program narrative.

SECTION TWO: PROPOSAL SUBMITTAL & FUNDING CONSIDERATIONS

2.1 **Proposal Submittal Process**

- A. Proposal Submission
 - 1. It is highly recommended that you begin the proposal at least three weeks before the deadline. This will allow time to address any technical issues prior to the proposal deadline.
 - 2. Complete each required form in Part II - Required Proposal Forms and Part III - Fiscal Documents. **Handwritten proposals will not be accepted. Incomplete proposals (those submitted without all of the applicable narrative and fiscal documents) will be deemed incomplete and may not be accepted.**
 - 3. The only attachments that are **required** and that will be accepted are:
 - **Part II of III:** Non-Collusion Certification, Non-Responsibility Disclosure, and the Iran Divestment Certification.
 - **Part III OF III:** Financial Documents (Program Budget, Program Total M&O Budget Attachment, Personnel – Time/Payment Page, and Other Revenue Sources Page)
 - Applicable certificates of authority/incorporation/partnership/dba, etc.

- A copy of municipality's most recent Certified Financial Statement (It is PREFERRED TO HAVE INCLUDED WITH THIS PROPOSAL and is required if awarded before entering into contract.)

B. Electronic Forms Technical Issues:
Contact the Department of General Services at (845) 291-2792 or generalservices@orangecountygov.com prior to the proposal due date to explain and resolve the issue.

C. Copies and Delivery Information
ONE ORIGINAL AND TWO COPIES OF THE PROPOSAL, INCLUDING COVER PAGE WITH ORIGINAL SIGNATURE, along with the rest of PART II, REQUIRED PROPOSAL FORMS, AND PART III, FISCAL DOCUMENTS MUST BE SUBMITTED TO GENERAL SERVICES BY 4:00 PM BY JULY 30, 2026. *Be sure to submit in a sealed envelope (separate sealed envelopes per program application being submitted) Label the sealed envelope with organization, program name, and specify "RFP-YB02-26" by July 30, 2026 to:

Hand delivery, FedEx and UPS:
Renee Arnold-O'Regan, Commissioner
Orange County Dept. of General Services
255-275 Main Street
Goshen, N.Y. 10924

US Postal Service:
Renee Arnold-O'Regan, Commissioner
Orange County Dept. of General Services
PO Box 218
255-275 Main Street
Goshen, N.Y. 10924

D. Other Requirements

1. Proposers should be properly registered to do business in the State of New York and furnish applicable certificates of authority/incorporation/partnership/dba, etc. with their proposal. Regardless of the propriety or legality of registration status, as a condition of contract, the Vendor shall agree to service of process as follows: In addition to the methods of service allowed by New York's Civil Practice Law and Rules, Vendor consents to service of process upon it by registered or certified mail, return receipt requested, to the address indicated in this Agreement. Service shall be completed upon Vendor's actual receipt of process, or upon the County's receipt of the return by the United States Postal Service as refused or undeliverable. Vendor shall immediately notify the County, in writing, via registered or certified mail, return receipt requested, of each change or address to which service of process can be made. Service by the County to the last known address shall be sufficient.
2. A Non-Collusion Certification, a Disclosure of Non-Responsibility Determination, and an Iran Divestment Act Certification are included in this RFP. Proposers must complete and submit a signed original and the applicable number of copies with their proposal.
3. Additionally, by submission of this proposal, the person signing on behalf of the Municipality certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that the Municipality submitting this proposal has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the New York State Labor Law. A model policy and training has been created by the New York State Department of Labor and can be found on its website at: <https://www.ny.gov/programs/combating-sexual-harassment-workplace>.

E. Supplier Forms are included in this RFP. Proposers awarded a contract that have not contracted with the County of Orange in the last twelve (12) months must submit completed and executed Supplier Forms prior to execution of a contract by the County.

- F. Proposers awarded a contract agree to execute the contract in the same form as the template found in Section 5 of this Part I of this RFP in the timeframe, if any, indicated in this RFP.

2.2 Selection Criteria/ Competitive Recommendations

- A. Each proposal will be reviewed by Youth Bureau reviewers. Scores will be recorded and averaged. Once the process is complete, all raw scores will be considered final. Proposer scores and pertinent information will be charted and rank ordered by average score, from the highest scoring proposals to the lowest.
- B. With respect to Program Design, the County may consider factors including, but not limited to: program location; primary service or Life Area; innovation; geographic, demographic, and programmatic diversity across programs; and whether a program serves a rural, high poverty, and/or economically distressed areas.
- C. With respect to Organizational Capability & Experience, the County may consider any information or records the Proposer submitted in its proposal or that the County has in its system of records in connection with previous business including but not limited to Program Reports, Expenditure Reports, Program Monitoring Tools, Audits, quality and timeliness of reporting, compliance with County or program policies. Past performance and other factors may also be used as a consideration in funding decisions.
- D. The ranked proposals and the completed scoring chart are then submitted to the Youth Bureau Proposal Review Committee for review and to determine which proposals will be submitted to the full Youth Advisory Board for competitive funding consideration and a vote.

2.3 Additional Information, Interviews & Site Visits

The County may require any or all Proposers to present additional evidence of experience, ability, and financial standing as well as a statement as to the materials, equipment, or personnel which the Proposer will have available for the performance of this contract. The County reserves the right to interview, any or all Proposers and/or visit any or all Proposer's sites during the evaluation of proposals by the Board Proposal Review Committee. If applicable, the County shall contact Proposers to arrange an interview in July, August, September, or October of 2026 and/or January of 2027 (which the County may require to be held at County offices and/or virtually) and/or a site visit of Proposer's facilities at any time during the evaluation process. Proposers are reminded to include their best technical and price terms in their initial proposal and budget and not to automatically assume that they will have an opportunity to participate in interviews, site visits or be asked to submit a best and final budget page. The County may award the contract without interviews and/or site visits for any or all Proposers, if deemed to be within the best interests of the County.

SECTION THREE: PROPOSAL INSTRUCTIONS

3.1 General Information for Proposers

- A. Proposals must be submitted to the Orange County Department of General Services by 4:00 PM on July 30, 2026. Cover Page with original signature, along with the rest of Part II - Required Proposal forms, and Part III - Fiscal Documents, and two copies MUST be received in hard copy. Late or handwritten submissions will NOT be accepted. Incomplete proposals (those submitted without all of the applicable narrative and fiscal documents) will be deemed incomplete and may not be accepted.
- B. Proposers are reminded to submit their documents in a sealed envelope (separate sealed envelope per program) and to label the envelope with organization and program name and specify: "**RFP-YB02-26**"
- C. **Proposers are advised to use the proposal instructions in conjunction with "Previously Asked Questions" and any applicable Addendum to complete the proposal.**

3.2 Instructions for completing Part II of this RFP - the Proposal (page numbers refer to the pagination in Part II of this RFP):

A. Cover Page (page 2)

- Enter all requested information. You **MUST** include email addresses and fax numbers where indicated. Per OCFS, the Fiscal Contact may OR may not be the same person who signs claims. **Blank spaces will be considered INCOMPLETE.**

B. Demographic and Programmatic Narrative: (pages 3-4)

1. Demographic and Programmatic Narrative (pages 3-4)

- Use quantitative and qualitative data to demonstrate the local need for the proposed program; this includes local statistical data. Cite data sources.
- Describe who will be utilizing your proposed program and where they live and/or go to school; give other identifying characteristics, such as risk and protective factors.
- Explain how your program will incorporate one or more of the listed areas of Educational connection and achievement, Physical health and well-being, Mental health and well-being, Employment: Increasing qualifications and skills, and/or Community cohesion.
- To determine if the proposed program falls under Youth Sports and Education, Youth Development Program, Solutions, and/or Runaway Homeless Youth funding, please describe if the proposed program will be providing any physical recreation, youth sport, and/or athletic instruction this program offers youth. If this program does not provide any of these, please answer "N/A".

C. Program Offering Summary (page 5 & 6)

1. To complete the Program Offering Summary:

- Complete Organization Name and Program Name
- How Much: Enter projected number of participants served and demographic information, per categories required by the New York State Office of Children & Family Services. ****You must maintain program records to report on this information on a quarterly and annual basis****
- Target Population: Indicate the number of participants to be served within each of the target categories per categories required by the New York State Office of Children & Family Services. ****For "Disconnected Youth" you must be able to show documentation that you are serving that particular population.**
- How Well & Is Anybody Better Off?: Complete the four columns as outlined below:
 - In the first column, a maximum of three Participant Outcomes. Participant Outcomes are the expected change in knowledge, skills, attributes, or behaviors a participant will experience as a result of participating in your program. Example: Youth will increase leadership skills. **Unless you are running a drop-in program, attendance is NOT a Participant Outcome.**
 - In the second column, list specific activities that youth will participate in that will help them achieve outcomes, i.e. skill building sessions, community service activities, etc..
 - In the third column, project the number **and/or** percentage who will achieve expected outcomes. Example: 46 and/or 85% of youth will increase leadership skills.
 - In the fourth column describe the instruments that will be used to measure your outcomes. These tools collect information and may include behavior checklists, attitude questionnaire, pre-/post-tests, etc. Give a brief description to help clarify what the tool will measure. **Unless you are running a drop-in program, attendance is NOT a measurement tool.**

- D. Municipal Program Profile (page 7)
- Provide a 100-word maximum summary of your Program in the box. Include in your summary; TARGET POPULATION – include the total number and characteristics of the youth to be served; GEOGRAPHIC AREA (i.e. school district, city/town/village) in which program will operate; and SERVICE METHODS – key services and activities to be used.
 - Describe the efforts to be taken by the program to ensure the physical and psychological safety of youth participants. Consider policies, procedures, trainings, and activities conducted by the program that will prevent child abuse and enhance interpersonal safety of youth participants. Please refer to <https://ocfs.ny.gov/programs/youth/ya-services/> and <https://ocfs.ny.gov/programs/youth/assets/docs/Youth-Athletic-Programs-Keeping-Them-Safe-and-Positive.pdf> for a list of suggested resources.
- E. 8 Features of Positive Youth Development (pages 8-10)
- For each of the 8 Features, give specific strategies, policies and procedures of proposed program that address and provide for that feature. The Features are processes or "active ingredients" that programs should use to facilitate positive youth development.
 - For the Monitoring & Evaluation sections, explain how your organization will monitor and evaluate both the program and the staff. Refer to the different definitions for Monitoring and Evaluation on the form to guide the development of your answer. Each are different and should not have the same response.
- F. Program Logistics Summary (page 11)
- Complete Municipality and Program Information requested at top of form.
 - For each site, enter the Facility Name, Address, Program, Dates, Days, Times of Operation, Total number served at that site, average attendance expected per program session.
- G. Personnel: Paid Staff and Paid Consultants and Volunteers (page 12)
- Complete each column including titles, who supervises that title, what qualifications/screenings are required, and what the specific job duties are for each title. Titles need to match those listed on the Budget Page and Personnel Time Payment Page in the Fiscal Documents (Part III of III).
- H. Budget, Budget Attachment, Personnel Time/Payment, and Other Revenue Sources [Part III of III]: **ALL LEAD PROPOSERS AND SUBCONTRACTORS (if applicable) MUST COMPLETE PART III:**
1. Complete the first Tab of the worksheet – **Program Budget:**
 - Complete every section that applies to the proposed program, even if you are not requesting Youth Bureau funds for each line in order to reflect all of the costs for the program. Use the first column to show totals for the proposed program. Use the second column to show Youth Bureau requested amount.
 - Personal Services section: include all Position Titles that relate to the proposed program. Titles need to match those listed on the Personnel: Paid Staff and Paid Consultants and Volunteers in (Part II of III, page 12) Maintenance and Operations: if requesting M&O, complete second tab of worksheet.
 2. Second Tab of the worksheet **Budget Attachment** (complete only if requesting M&O):
 - Use the first column to show program totals and the second to show Youth Bureau requested amount.
 3. Third Tab of the worksheet **Personnel Time Payment Page** (complete only if positions are listed in the Personal Services portion of the Program Budget (Part III of III, Tab 1) and the Personnel: Paid Staff and Paid Consultants and Volunteers in (Part II of III, page 12.)

- For each paid position, position titles must be exactly the same as on the Program Budget Page (Part III of III, Tab 1) and the Personnel: Paid Staff and Paid Consultants and Volunteers (Part II of III, page 12)
4. Fourth Tab of the worksheet **Other Revenue Sources** (complete only if other funds, in addition to the funds requested from the Youth Bureau, are to be used towards the program.
- Indicate other sources of funding that support the proposed program. Include amount requested from the Youth Bureau. The Total amount of funding should match your Total Program Amount on the Cover Page (Page 2) and the Program Budget (Part III of III, Tab 1).
- K. Fiscal Capacity
- Proposer Municipalities must provide their most recent Certified Financial Statements. It is **PREFERRED TO HAVE THIS INFORMATION INCLUDED WITH THIS PROPOSAL** and is required if awarded before entering into contract.
 - Proposers must attach applicable certificates of authority, incorporation, partnership, dba, etc.
 - **Proposals received without all of the applicable documentation required above will be deemed incomplete and may not be accepted.**
- L. Certifications and Assurances
- Read complete, and provide original signature as indicated on the Non-Collusion Certification, Disclosure of Non-Responsibility Determinations, and Iran Divestment Act Certification.

SECTION FOUR: SCORING RUBRIC -SAMPLE-

Proposer Name:	# Served:	
Program Name:	Request:	
Cost per Participant:		
KEY PROPOSAL COMPONENTS	1 OR 5	Comments: 1 for "No" OR 5 for "Yes"
1 original+2 copies of proposal were received. *in sealed envelope with proper label		
Proposal is complete with no empty fields.		
Has support, other than Youth Bureau funds, for the proposed program.		
KEY PROPOSAL COMPONENTS	1, 3 OR 5	Comments: 1 not at all, 3 only some is, 5 all is
Operates during out of school time hours and in accessible locations.		
KEY PROPOSAL COMPONENTS	1 - 5	Comments:
Demonstrates clear description of program activities in the Program Summary on page 7		
Demonstrates local need using statistical evidence to support assumptions and statements.		
Describes program participants including, but not limited to gender, age range, community, school district(s), risk and protective factors, and other important characteristics.		
Connects program activities to one or more of the prioritized program types on page 4 of the RFP		
Demonstrates understanding of what outcomes are.		
Proposes realistic and measurable outcomes.		
Proposes adequate outcome measurement tools.		
Clearly describes policies, procedures and/or activities that address the 8 Features of Positive Youth Development		
Has appropriate monitoring procedures in place.		
Has appropriate evaluation procedures in place.		
Adequate staffing at reasonable costs for proposed activities.		
The budget includes detailed information and matches the staffing pattern and proposed activities.		
Program costs + cost per youth for service are reasonable.		
The proposal is clear, and concise.		
TOTAL SCORE (90 Max)	0	
What are the strengths of the proposal?		
What are the weaknesses of the proposal?		

Scoring Rubric: 1-Strongly Disagree 2-Disagree 3-Neither Agree or Disagree 4-Agree 5-Strongly Agree

ADDITIONAL NOTES IF PRORGRAM IS CURRENTLY FUNDED:

Quarterly program reports are on time; Quarterly fiscal claims are on time; Has not been on fiscal hold for other reasons; Is meeting program outcomes as outlined in approved proposal; Participates in YB sponsored trainings, initiatives, meetings.

SECTION FIVE: CONTRACT -SAMPLE-

ORANGECOUNTYYOUTH BUREAU FUNDING AGREEMENT

FY "20 "

This **ORANGE COUNTY YOUTH BUREAU FUNDING AGREEMENT**, effective as of the 1st day of January, 20_ ("Agreement") by and between the County of Orange, a municipal corporation of the State of New York, having a principal business address at 255-275 Main Street, Goshen, New York 10924 ("County") by and through the Orange County Youth Bureau ("Youth Bureau"), and "Municipality Name", having a principal business address at "Municipality Address" ("Municipality").

WITNESSETH

WHEREAS, the Agency will provide an "PROGRAM DESCRIPTION HERE" (hereinafter referred to as the "Program"); and

WHEREAS, the Youth Bureau and the Orange County Legislature, by Resolution Number _"#"_ of _"Year"_ , has approved the Program as conforming with the plan and purposes of the Youth Bureau.

NOW, THEREFORE, it is mutually agreed as follows:

1. TERM OF AGREEMENT

The term of this Agreement is January 1, 20_ to December 31, 20_.

2. PROGRAM FUNDING

A. County will provide Agency Program funding in the following amount(s) and from the source(s), as applicable:

New York State Youth Development Program Funding	\$ "amount or N/A"
New York State Youth Sports and Education Funding	\$ "amount or N/A"
New York State Runaway & Homeless Youth Assistance Funding	\$ "amount or N/A"
County of Orange Solutions Grant Funding	\$ "amount or N/A"

(hereinafter collectively referred to as the "Funding")

B. Payment of the Funding shall be made in accordance with this Agreement and in installments established by the Youth Bureau Director and further agreed upon by Agency as set forth in Section 8 of this Agreement.

3. STATE AID REQUIREMENTS

[] This Section of the Agreement is applicable only if this box is checked.
That pursuant to the provisions of Article 19-A of the Executive Law, Orange County, through its Youth Bureau, will apply for State Aid equal to the budgeted amount for this program as stated in OCFS Form 3105 Project Application. The parties hereto agree that the New York State Funding shall be contingent upon the approval and funding by the Office of Children & Family Services ("OCFS"). OCFS approval shall specifically signify that State aid is available to County for the purposes of this Agreement and further, that the applicable Funding is included in the annual New York State Budget covering the period of this Agreement. Agency further agrees that, in the event County ever over-pays Agency or in any way disburses funds to which Agency is not entitled, Agency agrees to return such monies to County within thirty (30) days of notification by County.

4. EXECUTORY AGREEMENT

A. The parties hereto clearly understand and agree that all sums to be paid to Agency by County hereunder are conditional. County shall have no liability under this Agreement to Agency or to anyone else beyond funds appropriated and available for this Agreement.

B. It is fully agreed upon that County hereby expressly reserves the right, at any time, to reduce Funding to such an extent as the State of New York and/or the Orange County Legislature reduces Funding, as may be applicable to the Funding source.

5. EVALUATIONS

A. The Youth Bureau will advise Agency regarding the Program and as indicated in the project application for the Program annexed in the attached and incorporated Exhibit "A." The Youth Bureau will be permitted to conduct thorough evaluations of any and all activities to be funded by this Agreement.

B. That if, after thorough program evaluation, it is the determination of the Youth Bureau that the Program is not operating in an effective and desirable manner, this Agreement may be terminated by County. In such case, termination of funds will occur after 30 days written notice from County to Agency Director and Agency Board Chairperson.

6. BUDGET REQUIREMENTS

The anticipated budget of Agency to operate the Program has been clearly and acceptably outlined on the Funding summary in the project application for the Program and any deviation from the proposed budget or the Funding summary shall require the written consent of both parties. In the event that Agency deviates from the proposed budget or the Funding summary without written consent of the Youth Bureau, County may terminate this Agreement.

7. AGENCY FISCAL RESPONSIBILITIES

Agency agrees to maintain separate and accurate books, records, documents and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Agency will supply all necessary supervision, direction and bookkeeping services essential to comply with the claims and billing procedures required by Orange County and by OCFS, as applicable to the Funding source, to include documentation of each transaction, expenditure and unexpended funds including the maintenance of separate and complete fiscal accounts at a minimum as generally outlined in this Agreement including, but not limited to Sections 8, 21, 22 and the attached and incorporated Exhibit "B." In the event that Agency is provided inaccurate or false documentation or verification of all expenditures agreed upon in the budget, the funds related to the inaccurate, false or unverified claims must be disgorged and remitted to County. Agency further agrees that any failure on its part to comply with the procedural requirements as set forth above will be automatic grounds for termination of this Agreement without further cause, hearing or judicial proceedings.

8. REIMBURSEMENT

A. **The parties agree that this is a cost-reimbursable Agreement** and County shall make reimbursement to Agency monthly, no later than quarterly, only after receiving from Agency vouchers and other appropriate documentation as may be required by County and by OCFS, as applicable to the Funding source, except that, subject to approval by OCFS, as applicable to the Funding source, County, in its discretion, may make advances of not more than the maximum reimbursable sum to Agency pursuant to agreement between the parties.

B. **This subsection of the Agreement is applicable only if this box is checked.** Agency shall provide "proof of payment" to County in the amount of [dollars (\$00.00)] as Agency's matching contribution towards operating and maintaining the program, the "proof of payment" is to be provided to County monthly, no later than quarterly. Agency represents that its matching contribution is not made up of funds received from Federal or State funds with the exception of Federal Revenue Sharing Funds.

9. STAFFING AND PARTICIPATION

Agency agrees to provide necessary staff and/or resources for participation, and to participate in pertinent special events which may be operated or sponsored by the Youth Bureau during the Program term.

10. LICENSING AND PERMITS

Agency hereby agrees that it will obtain, at its own expense, all licenses or permits necessary for the Program, if any are necessary prior to the commencement of the Program and forward a copy of any such license or permit and any and all updates to and renewals thereof to the Youth Bureau.

11. COMPLIANCE

Agency warrants and represents that it will comply in all respects with all Federal, State, and Local laws and regulations, policies and guidance which pertain to the Program and this Agreement including, but not limited to, those listed in the attached and incorporated Exhibits "C" and "D" as well as all applicable policies and rules that may, from time to time, be promulgated by the Youth Bureau and/or OCFS, as applicable to the Funding source, including its obligation to record in an orderly manner and report specific client information as required by County and/or by OCFS, as applicable to the Funding source. If this Agreement and any modifications thereto are SOLELY funded with County Solutions Grant funding, per Section 2 of this Agreement; then Exhibit D is not applicable.

12. BUILDINGS AND GROUNDS

Agency shall ensure that all grounds, structures, buildings and furnishings at all Program sites are maintained in good repair and free from dangerous defects at all times; and that all grounds, structures, buildings and furnishings comply with all applicable laws, rules and regulations governing their use including, but not limited to: zoning, building, health, safety and fire codes.

13. STATE FINANCE LAW COMPLIANCE

For Program Funding from New York State, if any, Agency agrees to the provision of Sections 139-A and 139-B of the New York State Finance Law relating to waivers of immunity.

14. PROCUREMENT OF AGREEMENT

A. Agency represents and warrants that no person or selling agency has been employed or retained by Agency to solicit or secure this Agreement upon an agreement or upon an understanding for a commission, percentage, a brokerage fee, contingent fee or any other compensation. Agency further represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties. Agency makes such representations and warranties to induce County to enter into this Agreement and County relies upon such representations and warranties in the execution hereof.

B. For a breach or violation of these representations or warranties, County shall have the right to annul this Agreement without liability, entitling County to recover all monies paid hereunder and Agency shall not make claim or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded County for such falsity or breach, nor shall it constitute a waiver of County's right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

15. PAY-TO-PLAY

Pursuant to Section 10 of the County of Orange "Pay-to-Play Local Law," as amended, the regulatory and penalty provisions of this law are incorporated by reference. A copy of the law may be requested from County's Department of General Services.

16. CONFLICT OF INTEREST

A. Agency agrees that no current officers, directors, or incorporators of Agency shall be hired or retained by Agency to fill any staff position or perform any service required under this Agreement, and that parents, spouses, siblings, and children of current officers, directors, or incorporators will not be employees paid from these funds without prior written approval of the County Executive and the Youth Bureau's Director.

B. Agency represents and warrants that neither it nor any of its directors, officers, members, partners or employees, have any interest nor shall they acquire any interest, directly or indirectly, which would or may conflict in any manner or degree with the performance of this Agreement. Agency further represents and warrants that no person having such conflict of interest or possible conflict of interest shall be employed or contracted by it unless such person:

i. if required by the Orange County Local Ethics Law ("Local Ethics Law"), as may be amended, to submit a Disclosure Form to the Orange County Board of Ethics, amends such Disclosure Form to include their interest in this Agreement; or

ii. if not required to complete and submit such a disclosure form, must either voluntarily complete and submit a Disclosure Form disclosing their interest in this Agreement or seek a formal opinion from the Orange County Ethics Board as to whether or not a conflict of interest exists.

C. For a breach or violation of such representations or warranties, County shall have the right to annul this Agreement without liability, entitling County to recover all monies paid hereunder and Agency shall not make claim to, or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded County, nor shall it constitute a waiver of County's right to claim damages, or otherwise refuse payment, or to take any other action provided for by law, in equity or, pursuant to this Agreement.

D. The foregoing provisions shall not limit County's rights under the Local Ethics Law with regard to civil penalties or criminal prosecution with respect to County Officer or Employee as defined in the Local Ethics Law.

17. CURRENT OR FORMER COUNTY EMPLOYEES

A. Agency represents and warrants that it shall not retain the services of any County employee or former County employee in connection with this Agreement or any other agreement that Agency has or may have with County without the express written permission of County. This limitation period covers the preceding three (3) years or longer if the County employee or former County employee has or may have an actual or perceived conflict of interest due to their position with County.

B. For a breach or violation of such representations or warranties, County shall have the right to annul this Agreement without liability, entitling County to recover all monies paid hereunder and Agency shall not make claim to or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded County, nor shall it constitute a waiver of County's right to claim damages, or otherwise refuse payment, or to take any other action provided by law, in equity, or pursuant to this Agreement.

18. INDEPENDENT CONTRACTOR

A. In performing this Agreement, Agency shall operate as, and have the status of, an independent contractor and shall not act as agent, or be an agent, of County. As an independent contractor, Agency shall be solely responsible for determining the means and methods of the Program and shall have complete charge and responsibility for Agency's personnel engaged in the performance of the same.

B. In accordance with its status as independent contractor, Agency covenants and agrees that neither it nor its employees or agents will hold themselves out as, nor claim to be officers or employees of County, or of any department, agency or unit thereof, and that they will not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of County including, but not limited to, Worker's Compensation coverage, health coverage, Unemployment Insurance Benefits, Social Security coverage or employee retirement membership or credit.

19. ASSIGNMENT AND SUBCONTRACTING

A. Pursuant to General Municipal Law §109, Agency shall not assign, transfer, convey, sublet or otherwise dispose of any of its rights, title or interests in this Agreement, or its power to execute this Agreement, without the prior express written consent of the County Executive, or his or her designee. If Agency assigns, transfers, conveys, sublets or otherwise disposes of its rights, title or interests in this Agreement, or its power to execute it, without such consent, County shall revoke and annul this

Agreement and County shall be discharged from any and all liability and obligations growing out of this Agreement to Agency and any party to which such assignment, transfer, conveyance, sublet or other disposition was purportedly made. Agency shall also forfeit and lose all moneys heretofore earned under this Agreement, except so much as may be required to pay its employees performing under this Agreement. The provisions of this clause shall not hinder, prevent, or affect any assignment by Agency for the benefit of its creditors made pursuant to the laws of the State of New York.

B. This Agreement may be assigned by County to any corporation, agency, municipality or instrumentality having authority to accept such assignment.

20. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION

A. Identification Number(s). For granting, renewing, amending, supplementing or restating the license of any person, and for every invoice or other claim for payment submitted to County by an Agency under a contract to purchase goods or services or any lease of real or personal property, the application, invoice or claim must include Agency's payee identification number. This number is any or all of the following:

- i. the payee's Federal employer identification number;
- ii. the payee's Federal social security number, and/or (3) the payee's Agency identification number assigned by County, if any.

Failure to include such number(s), as required by County, may delay payment. Where Agency does not have such number(s), on its invoice or other claim for payment, Agency must give the reason or reasons why it does not have a payee number(s).

B. Privacy Notification.

i. The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in New York State Tax Law §5. Disclosure of this information by Agency, seller or lessor to County is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

ii. The personal information is requested by County and may be forwarded to the New York State Commissioner of Taxation and Finance

upon request of that Commissioner, pursuant to New York State Tax Law §5(3).

21. RECORDKEEPING

Agency agrees to maintain separate and accurate books, records, documents and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement.

22. RETENTION OF RECORDS

Agency agrees to retain all paper and electronic invoices, payment receipts, books, records and other data and documents relevant to this Agreement ("Records") for six (6) years after the final payment or termination of this Agreement, whichever later occurs, unless longer retention period is required by state or federal law or regulation. County, or any State and/or Federal auditors, and any other persons duly authorized by County, shall have full access and the right to examine any Records during the term of the Agreement and the retention period.

23. AUDIT

All Records as defined in Section 22 of this Agreement and accounts upon which the Records are based are subject to inspection, review and audit by County, the State of New York, the federal government, and/or other persons or entities duly authorized by County. Agency, upon request, shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required for evaluation of the reasonableness of the charges. Such audits may include examination and review of the source and application of all funds relevant to the performance of the Scope of Work, whether from County, New York State, the federal government, private sources or otherwise. Agency shall not be entitled to any interim or final payment under this Agreement if any audit requirements and/or requests have not been satisfactorily met.

24. INSURANCE

A. For the performance of services under this Agreement, as may be amended, Agency shall obtain and maintain, in full force and effect during the term of this Agreement, and any renewal or modification thereof, at its expense, insurance coverage of the types and at least in the minimum amounts listed below. Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers with an A.M. Best rating of A- or better and satisfactory to County, who have been fully informed as to the nature of the services to be performed and any modifications thereto. Additional coverage types or limits may be required by County if any policy contains a contractual liability exclusion.

<u>Type of Coverage</u>	<u>Limit of Coverage</u>
Workers' Compensation	Statutory
Disability	Statutory
Employer's Liability	\$500,000 each accident \$500,000 disease each employee \$500,000 disease policy limit
Automobile Liability (Including Bodily Injury & Property Damage)	\$1,000,000 aggregate \$1,000,000 each occurrence
Comprehensive General Liability (Including Contractual Liability, Bodily Injury & Property Damage)	\$1,000,000 aggregate \$1,000,000 each occurrence
Professional Liability (If commercially available for your profession)	\$1,000,000 aggregate \$1,000,000 each claim
Sexual Abuse and Molestation (children's services)	\$1,000,000 each claim

B. Except for Workers' Compensation, Disability and Professional liability, County shall be an additional insured on all such policies with the understanding that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligation of Agency and not those of County.

C. Notwithstanding anything to the contrary in this Agreement, Agency irrevocably waives all claims against County for all losses, damages, claims or expenses resulting from risks commercially insurable under this insurance described in this Section 24. The provisions of insurance by Agency shall not in any way limit Agency's liability under this Agreement.

D. Each policy of insurance shall contain clauses to the effect that:

i. such insurance shall be primary without right of contribution of any other insurance carried by or on behalf of County;

ii. it shall not be cancelled, including, without limitation, for non-payment of premium, or materially amended, without fifteen (15) days prior written notice to County, directed to County's Risk Management Division and the

Youth Bureau Director; and

iii. County shall have the option to pay any necessary premiums to keep such insurance in effect and charge the cost back to Agency.

E. To the extent it is commercially available, each policy of insurance shall be provided on an "occurrence" basis. If any insurance is not so commercially available on an "occurrence" basis, it shall be provided on a "claims made" basis, and all such "claims made" policies shall provide that:

i. Policy retroactive dates coincide with or precede Agency's start of the performance of this Agreement (including subsequent policies purchased as renewals or replacements);

ii. If the insurance is terminated for any reason and/or following final payment, Agency shall maintain an extended reporting provision and/or similar insurance for the period of performance plus six (6) years from the date of such termination and/or final payment.

iii. Immediate notice shall be given to County through the Youth Bureau Director and County's Risk Management Division of circumstances or incidents that might give rise to future claims with respect to the services performed under this Agreement.

F. Agency shall provide County with certificates of insurance evidencing Agency's compliance with these requirements prior to execution of the Agreement by County and shall provide updated certificates within two (2) business days of receipt by Agency during the term and any renewals or modifications thereof.

25. INDEMNIFICATION

A. To the fullest extent permitted by law, Agency shall indemnify, defend and hold harmless County, its officers, employees, contractors, agents and other representatives from and against all claims, liabilities, expenses, costs, losses, damages and causes of action (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement), arising out of, directly or indirectly, Agency's and/or its officers, employees, partners, agents, subcontractors or other representatives performance of this Agreement, excepting the negligence of County its officers, employees, contractors, agents and other representatives.

B. Without limiting the foregoing, Agency specifically agrees to defend, indemnify and hold County harmless against claims, including claims by Agency's customers and/or subcontractors, based on infringement of copyright, patent, trade secret, trademark, libel, slander, or invasion of privacy, arising out of Agency's its officers, employees, partners, agents, subcontractors or other representatives performance under this Agreement.

C. In the event that any claim is made or any action is brought against County arising out of or in connection with or otherwise relating to the Agreement either within or without the scope of Agency's duty, obligations or applicable industry standards, or any respective officer's employee's, subcontractor's, assignee's, or other representative's duties or obligations; then County shall have the right to withhold further payments hereunder, for the purpose of set-off, in sufficient sums to cover the claims, liabilities, expenses, losses, damages or actions. The rights and remedies of County provide for in this Section 30 shall not be exclusive and are in addition to any other rights and remedies provided by law, in equity or pursuant to this Agreement.

26. PROTECTION OF COUNTY PROPERTY

A. Agency assumes the risk of and shall be responsible for, any loss or damage to County property, including property and equipment leased by County, and caused, either directly or indirectly by the acts, omissions or lack of good faith of Agency, its officers, employees, partners, agents, subcontractors or other representatives.

B. Agency agrees to defend, indemnify and hold County harmless from any and all claims, liabilities, expenses, losses, costs, damages and causes of action (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement) arising out of any loss, damage (except for normal wear and tear), or destruction of County property.

C. In the event that any County property is lost, damaged (except for normal wear and tear), or destroyed, then County shall have the right to withhold further payments hereunder for the purposes of set-off in sufficient sums to cover such loss or damage.

27. NONDISCRIMINATION; EQUAL EMPLOYMENT OPPORTUNITIES

A. To the extent required by Article 15 of the New York State Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, Agency will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status.

B. Furthermore, in accordance with Section 220-e of the New York State Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Agency agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin:

- i. discriminate in hiring against any New York State citizen who is

qualified and available to perform the work; or

ii. discriminate against or intimidate any employee hired for the performance of work under this contract.

C. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Agency agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability:

i. discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or

ii. discriminate against or intimidate any employee hired for the performance of work under this contract.

D. Agency is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

E. If this Agreement involves the sale or rental of property, Agency specifically agrees to abide by all applicable provisions of federal and state laws and regulations, as applicable to sale or rental of the property. With respect to any sale of the property and selection and treatment of tenants, Agency shall not in any manner discriminate on the basis of race, color, religion, sex (including gender identity or expression), familial status, national origin, disability, age, sexual orientation, military status or marital status.

28. SECULAR PURPOSE

A. Agency agrees that no funds received pursuant to this Agreement will be used for sectarian purposes or to further the advancement of any religion.

B. Additionally, Agency agrees that if it is, or is deemed to be, a religious or denominational institution or organization, or an organization operated for religious purposes which is supervised or controlled by, or in connection with, a religious or denominational institution or organization, in providing services pursuant to this Agreement it will:

i. not discriminate against any employee or applicant for employment on the basis of religion, and will not limit or give preference in employment to persons on the basis of religion;

ii. not discriminate against any individual or entity, seeking to participate or participating in any program or activity of this Agreement and will not limit the programs and activities or give preference to persons, on the basis of religion; and

iii. provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing and exert no other

religious influence in the provision of services or the use of facilities or furnishings funded in whole or in part under this Agreement or any other Agreement with County.

29. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS

A. Agency certifies and warrants that all wood products to be used under this Agreement, if any, will be in accordance with, but not limited to, the specifications and provisions of New York State Finance Law §165. (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation.

B. In addition, when any portion of this Agreement involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Agency will indicate and certify in the submitted bid or proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in State Finance Law §165.

C. Any use of tropical hardwood must meet with the exception requirements of State Finance Law §165(2)(d)(iii), as established by Agency and upon the approval of County; otherwise, the bid or proposal may not be considered responsive.

30. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH NOTIFICATION ACT

Agency shall comply with the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208, both as may be amended).

31. COMPLIANCE WITH EXECUTIVE ORDER 38

Agency is and shall remain in compliance with New York State Executive Order 38 of 2013, as may be amended. More information may be found here: <http://www.executiveorder38.ny.gov/>.

32. COMPLIANCE WITH PROCUREMENT LOBBYING LAWS

To the extent this Agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, Agency certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or incomplete, County may terminate this Agreement by providing written notification to Agency in accordance with the terms of this Agreement.

33. COMPLIANCE WITH IRAN DIVESTMENT ACT

A. Agency certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the

New York State Iran Divestment Act of 2012” (“Prohibited Entities List”) posted at:
<http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

B. Agency further certifies that in the performance of this Agreement, it will not utilize any subcontractor that is identified on the Prohibited Entities List. Agency agrees that should it seek to renew or extend this Agreement, it must provide the same certification at the time the Agreement is renewed or extended. Agency also agrees that any proposed Assignee of this Agreement will be required to certify that it is not on the Prohibited Entities List before the assignment will be approved by County.

C. During the term of the Agreement, should County receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, County will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Iran Divestment Act (State Finance Law §165-a) within ninety (90) days after the determination of such violation, then County agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring Agency in default.

D. County reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

34. FORCE MAJEURE

Other than the strike, lockout, labor strife or troubles of Agency or Agency’s subcontractors or suppliers; if the performance of either party is prevented, hindered, delayed or otherwise made impossible by reason of: war; blockade; revolution; insurrection; civil commotion; riot; mobilization; act of God; plague or other epidemic; fire; flood; obstruction of navigable waters by ice or other obstruction at any port; acts of the public enemy; any unforeseeable material or transportation or utility shortage or curtailment; governmental order, decree or regulation; then each party suffering from such condition may be excused from performance during the continuance of any such condition and for so long as such condition shall prevent, hinder or delay performance. However, in the event the condition shall continue longer than one (1) year in duration, or earlier upon Agreement of the parties, and provided that neither party has performed, the parties may be fully excused from performing their obligations hereunder. If one party has performed even partially, that party must be made whole as the situation dictates.

35. TERMINATION

A. County may, by ten (10) days written notice to Agency, terminate this Agreement in whole or in part at any time:

- i. for County's convenience;
- ii. upon the failure of Agency to comply with any of the term(s) or condition(s) of this Agreement; or
- iii. upon Agency becoming insolvent or bankrupt.

B. Upon termination of this Agreement, Agency shall comply with any and all County closeout procedures, including, but not limited to:

- i. Accounting for and refunding to County within thirty (30) days, any unexpended funds which have been paid to Agency pursuant to this Agreement; and
- ii. Furnishing within thirty (30) days an inventory to County of all equipment, appurtenances and property purchased by Agency through or provided under this Agreement, and carrying out any County directive concerning the disposition thereof.

C. In the event County terminates this Agreement in whole or in part, County may procure, upon such terms and in such manner as deemed appropriate, goods and/or services similar to those so terminated, and Agency shall continue the performance of this Agreement to the extent not terminated hereby.

D. If this Agreement is terminated in whole or in part for other than the convenience of County, any goods and/or services procured by County to complete the performance of this Agreement shall be charged to Agency and/or set off against any sums due Agency.

E. Notwithstanding any other provision of this Agreement, Agency shall not be relieved of liability to County for damages sustained by County by virtue of Agency's breach of the Agreement or failure to perform in accordance with applicable standards. County may withhold payments to Agency for the purposes of set-off until such time as the exact amount of damages due to County from Agency is determined.

F. The rights and remedies of County provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law, in equity or pursuant to this Agreement.

36. GENERAL RELEASE

The acceptance by Agency or its assignees of the final payment under this Agreement, (whether based on invoice, judgment of any court of competent jurisdiction, administrative or any other means) shall constitute and operate as a general release to County from any and all claims of Agency arising out of the performance of this Agreement.

37. SET-OFF

A. County shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but are not limited to, County's right to withhold for the purposes of set-off any monies otherwise due to Agency:

i. under this Agreement;

ii. under any other agreement or contract with County, including any agreement or contract for a term commencing prior to or after the term of this Agreement; or

iii. from County by operation of law.

B. County also has the right to withhold any monies otherwise due under this Agreement for the purposes of set-off as to any amounts due and owing to County for any reason whatsoever including, without limitation, tax delinquencies, fee delinquencies or monetary penalties or interest relative thereto.

38. GOVERNING LAW

This Agreement shall be construed and governed by the laws of the State of New York without giving effect to its conflicts of laws principles. Agency shall render performance under this Agreement in accordance with applicable provisions of all federal, state and local laws, rules and regulations as are in effect at the time each aspect of the performance is rendered.

39. NO ARBITRATION

Any and all disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to arbitration unless specifically agreed thereto in writing by the County Executive, but must instead only be heard in the Supreme Court of the State of New York, with venue in Orange County or if appropriate, in the Federal District Court with venue in the Southern District of New York, White Plains division.

40. BUSINESS AUTHORIZATION AND REGISTRATION; SERVICE OF PROCESS

A. Agency shall be properly authorized and registered to do business as required by the laws of the State of New York applicable to Agency's business entity type.

B. Regardless of the propriety or legality of registration status, as a condition of contract, Agency shall agree to service of process as follows: In addition to the methods of service allowed by New York's Civil Practice Law and Rules, Agency consents to service of process upon it by registered or certified mail, return receipt requested, to the address indicated in this Agreement. Service shall be complete upon

Agency's actual receipt of process, or upon County's receipt of the return by the United States Postal Service as refused or undeliverable. Agency shall immediately notify County, in writing, via registered or certified mail, return receipt requested, of each change of address to which service of process can be made. Service by County to the last known address shall be sufficient.

41. NOTICE

A. All notices permitted or required hereunder shall be in writing and shall be transmitted either:

- i. via certified or registered United States mail, return receipt requested;
- ii. by facsimile transmission;
- iii. by personal delivery;
- iv. by expedited delivery service; or
- v. by email.

B. Such notices shall be addressed as follows or to such different addresses as the parties may from time to time designate:

County

Name: Rachel Wilson

Title: Executive Director

Address: Orange County Youth Bureau, 40 Matthews Street., Goshen, N.Y. 10924

Phone Number: 845-615-3620

Fax Number: 845-360-9232

Email Address: rwilson@orangecountygov.com

Agency

Name:

Title:

Address:

Phone Number:

Fax Number:

Email Address:

C. Any such notice shall be deemed to have been given either at the time of

personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

D. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving ten (10) calendar days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representative for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems, and/or for dispute resolution.

42. SEXUAL HARASSMENT CERTIFICATION

Pursuant to State of New York State Finance Law §139-l, by execution of this Agreement, Agency and the individual signing this Agreement on behalf of Agency certifies, under penalty of perjury, that Agency has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the State of New York Labor Law. A model policy and training has been created by the New York State Department of Labor and can be found on its website at: <https://www.ny.gov/programs/combating-sexual-harassment-workplace>. The County's policy against sexual harassment and other unlawful discrimination and harassment in the workplace can be found on the County's website at: <https://www.orangecountygov.com/1137/Human-Resources>.

43. MODIFICATION

A. No modification(s) of this Agreement shall be valid unless reduced to writing and signed by both parties. Changes in the scope of this Agreement shall not be binding, and no payment shall be due in connection therewith, unless prior to the performance of any additional scope of work, the County Executive, or his or her designee, after consultation with the Department Head, executes a modification to this Agreement, which specifically sets forth the additional scope of work; the amount of compensation; and the extension of the time for performance, all as may be applicable to the change in scope, at County's discretion.

B. Unless otherwise specifically provided for in the modification(s), the provisions of this Agreement shall remain in full force and effect and applicable to the modified scope.

44. BINDING

This Agreement shall be binding upon the parties hereto and their respective successors and assigns, once approved as per the terms and conditions of this Agreement.

45. SEVERABILITY

If any part, term or provision of this Agreement is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations arising under such provisions, but the remainder of this Agreement shall be interpreted so as to carry out the intent of the parties in an equitable manner.

46. SURVIVAL

The rights and obligations under Sections 7, 8, 11, 12, 13, 17, 18, 19, 21, 22, 23, 24, 25, 26, 30, 34, 35, 36, 37, 38, 39, 40, 41, 43, 44, and 45 hereof shall survive the termination of this Agreement.

47. ENTIRE AGREEMENT

This Agreement sets forth the entire agreement between the parties with regard to the subject matter hereof, and supersedes all prior representations, agreements and understandings, written or oral.

COUNTY OF ORANGE

“AGENCY NAME”

-SAMPLE -
Stefan ("Steven") M. Neuhaus
County Executive

Name: _____
Title: _____

DATE _____

DATE _____

EXHIBITA

1. The Program that the Agency has agreed to provide and the guidelines under which it will be provided are set forth in the following documents which are attached and incorporated into this Exhibit A:
 - (a) Addendum A to the Orange County Youth Bureau 20 Funding RFP-YB____ issued on "date posted"
 - (b) Orange County Youth Bureau's 20_ Request for Proposals for funding available from New York State Office of Children and Family Services Youth Development Program (also referred to as "YDP"), New York State Office of Children and Family Services o Youth Sports and Education (also referred to as "YSEF"), Runaway & Homeless Shelter Part I (also referred to as "RHYA"), and Orange County Solutions Grants (also referred to as "S") issued on "date posted"
 - (c) (hereinafter referred to as the "RFP"); and
 - (d) Agency's revised Part II of the RFP and the Agency's revised Part IV of the RFP, which has been approved by the County and which supersedes and replaces the Agency's completed Part II & IV of the RFP initially submitted in response to the RFP (hereinafter referred to as the "Agency's Proposal").
2. (a) In the event of any conflict or inconsistency among or between the main body of the Agreement (which consists of Section 1 through Section 47) and this Exhibit A (which includes the documents annexed hereto and made part hereof), the terms and conditions of the main body of the Agreement, as may be amended from time to time, shall prevail. In the event of any conflict or inconsistency among any of the documents annexed to and incorporated into this Exhibit A, precedence will be given in the following order:
 - (i) the RFP, as modified by Addendum A ; then
 - (ii) the Agency's Proposal.
- (b) In no event shall the provisions of the Agency's Proposal ever control or take precedence over the provisions of the main body of the Agreement, as may be amended from time to time, or the RFP, as modified by Addendum A .

EXHIBIT B

1. CashReceipts

Record which details source and amount of each deposit needs to be kept on file. All checks and monies received must be deposited in a timely manner.

2. CashDisbursements

All expenditures must be made by check with NO check made payable to cash or petty cash. All checks must be made to the vendor involved. A cash disbursement record must be maintained showing each check number, amount and categorized as to expense, for example: payroll, (gross, each deduction, net), telephone, travel, taxes, supplies, foods, etc.

No bills may be paid unless accompanied by a receipt. Each receipt must show date received, and the vendor selling the goods or rendering the service, with address and signature of the vendor.

3. TravelExpenses

Travel willnot be reimbursable for outside the County except where prior approval by the Director of the Youth Bureau.

EXHIBIT C

Legal Assurances

By executing this Agreement, Agency certifies that it is in compliance with the following Legal Assurances as set forth in the New York State Office of Children and Family Services, Local Commissioners Memorandum, 23-OCFS-LCM-22-R1 ("LCM"). If there is any inconsistency between the assurances set forth below and those listed in the LCM, as may be modified, the LCD shall control.

A. Agency shall operate in full conformance with applicable federal, state, and local fire, health, safety and sanitation, and other standards prescribed in law or regulations. Where County is required to provide licensure for provision of services, Agency shall obtain and keep current such required license(s).

B. Agency shall operate each program or activity so that, when viewed in its entirety, the program or activity is readily accessible to and usable by persons who are handicapped to the extent required by law.

C. Benefits and services available are provided in a non-discriminatory manner as required by Title VI of the Civil Rights Act of 1964 (as amended).

D. The activities covered serve only those individuals and groups eligible under the provisions of the applicable state and federal statutes.

E. There is in operation a system of fair hearings and grievances under which applicants for or recipients of services and care may appeal denial, exclusion, reduction, termination, or choice of services/care; mandatory nature of service/care; or failure to take timely action upon an application for services/care.

F. Adequate and timely notice is provided to applicants for and recipients of services and care as required by 18 NYCRR 407.5(h)(2)(I).

G. Title XX-funded services are available to eligible individuals in every geographic area within County's Social Services District. Where different services are made available to a specific category of individuals in different geographic areas, services are available to all eligible individuals in that category who reside in that area.

EXHIBIT
D

This Exhibit D is comprised of the attached and incorporated New York State Office of General Services Appendix A Standard Clauses for New York State Contracts. If this Agreement or any modifications thereto are funded SOLELY by County Solutions Grant Funding, per Section 2 of this Agreement, then this Exhibit D is not applicable.

SAMPLE

SECTION SIX: SCHOOL AGE CHILD CARE & SUMMER CAMP SECTION

In order to know whether or not the proposed program is required to be registered with the Office of Children and Family Services (OCFS) as school-age child care (SACC) or licensed with the New York State Department of Health as Summer Day Camp, Traveling Summer Day Camp, or Overnight Camp this section has been included.

In order to know what constitutes a School-Age Child Care Program, please visit <https://ocfs.ny.gov/programs/childcare/policies/Childcare-Policy-16-1-What-Constitutes-School-Age-Child-Care-Program.pdf>

You can also contact the Child Care Council of Orange County at 845-294-4012 or the OCFS Regional Office at 845-708-2400.

In order to know the definition of a Summer Day Camp, Traveling Summer Day Camp, Overnight Camp, etc., please visit <https://regs.health.ny.gov/content/section-7-22-definitions>. Additional information can also be found <https://www.health.ny.gov/publications/3603/>.

You can also contact the Orange County Department of Health at 845-291-2332.

RESOLUTION NO.: 245 - 2025

OF

NOVEMBER 10, 2025

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR
AND ACCEPT IF AWARDED NEW YORK STATE OFFICE OF CHILDREN AND
FAMILY SERVICES YOUTH DEVELOPMENT PROGRAM GRANTS AND
YOUTH SPORTS AND EDUCATION PROGRAM GRANTS TO SUPPORT
CITY OF NEWBURGH RECREATION DEPARTMENT PROGRAMS**

WHEREAS, the City of Newburgh Recreation Department has advised that the Orange County Youth Bureau is accepting a Request for Proposals for grant funding available from New York State Office of Children and Family Services Youth Development Program and Youth Sports and Education Program; and

WHEREAS, the City of Newburgh wishes to apply for and accept if awarded grants from the New York State Office of Children and Family Services Youth Development Program or Youth Sports and Education Program to support City of Newburgh Recreation Department programs in not to exceed amounts listed below as follows:

- 2026 Youth Sports Program - \$35,000.00
- 2026 Youth Enrichment Programs - \$35,000.00
- 2026 Summer Programs - \$20,000.00
- 2026 Community Special Events - \$20,000.00
- 2026 Learn to Swim - \$15,000.00

WHEREAS, no City matching funds are required; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to apply for and accept if awarded a New York State Office of Children and Family Services Youth Development Program or Youth Sports and Education Program in an amount not to exceed \$125,000.00 requiring no City match for the 2026 Youth Sports Program, 2026 Youth Enrichment Programs, 2026 Summer Programs, 2026 Community Special Events, and 2026 Learn to Swim in the City of Newburgh; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute all necessary documents to receive and comply with the terms of such grants and to carry out the programs funded thereby.

I, Katrina Cotten, City Clerk of the City of Newburgh hereby certify that I have compared the foregoing with the original resolution adopted by the Council of the City of Newburgh at a regular meeting held Nov. 10, 2025 and that it is a true and correct copy of such original.

Witness my hand and seal of the City of Newburgh this
12th day of Nov. 2025


City Clerk

RESOLUTION NO.: 156 - 2026

OF

JULY 13, 2026

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT
IF AWARDED A FISCAL YEAR 2025 DEPARTMENT OF HOMELAND SECURITY
FEMA ASSISTANCE TO FIREFIGHTERS GRANT
IN THE AMOUNT OF \$50,000.00 WITH A \$4,545.45 CITY MATCH
FOR THE PURCHASE OF EQUIPMENT FOR
THE CITY OF NEWBURGH FIRE DEPARTMENT**

WHEREAS, the City of Newburgh Fire Department has expressed an interest in applying for funds available under the Fiscal Year 2025 Department of Homeland Security Federal Emergency Management Agency Assistance to Firefighters Grant Program; and

WHEREAS, said grant, if awarded, will provide funding for the purchase of a battery-operated hydraulic spreader, cutter, large ram and small ram to replace tools that have reached the end of service life; and

WHEREAS, if awarded, said grant will be in the amount of \$50,000.00 and require a one-time City match of \$4,545.45; and

WHEREAS, it is deemed to be in the best interests of the City of Newburgh and its citizens to apply for and accept such grant if awarded;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to apply for and to accept if awarded a the Fiscal Year 2025 Department of Homeland Security Federal Emergency Management Agency Assistance to Firefighters Grant in the amount of \$50,000.00 with a City-match in the amount of \$4,545.45 to purchase equipment for the City of Newburgh Fire Department; and to execute all such further contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the purchases funded thereby.



City of Newburgh

GRANT APPLICATION FORM



Grant Requestor:

Please complete the following form and submit the form along with either a hard copy of the grant announcement or the grant announcement website address to the City of Newburgh Grants Administrator for processing. You will be notified when your grant request has been approved to be sent for City Council Resolution.

NOTE: All fields are required unless marked "OPTIONAL."

SECTION A. COMPLETED BY GRANT REQUESTOR

NAME OF PROJECT FOR GRANT: FY2025 Assistance To Firefighters Grant	NAME OF DEPARTMENT REQUESTING GRANT: Fire Department	NAME OF DEPARTMENT HEAD/SPONSOR AUTHORIZING GRANT: Chief Paul Pullar
NAME OF GRANT/NAME OF AWARDING AGENCY: FEMA	GRANT SUBMITTAL DATE: 6/22/26	AMOUNT OF AWARD: 50,000
MATCH REQUIRED? IF YES, AMOUNT AND TYPE: (EX. CASH, IN-KIND) Cash	AMOUNT REQUIRED BY THE CITY OF NEWBURGH: \$4,545.45	(OPTIONAL) ANY ADDITIONAL GRANT CONDITIONS:

PROJECT PLAN: Applied for rescue tools-
Battery operated hydraulic spreader, cutter, large ram and small ram to replace old tools at end of service life

Project Timeline: (ex. Dates): Awards issued on or around 9/30/26.

SECTION B. FOR REVIEW BY CITY COMPTROLLER



City of Newburgh

GRANT APPLICATION FORM

GRANT MATCH REQUIREMENT REVIEWED? YES/NO:

COMMENTS: A Fund or Fire Auction funds

IN-KIND SERVICES REQUIREMENT REVIEWED? YES/NO

COMMENTS:

STAFFING ISSUES REVIEWED? YES/NO:

COMMENTS:

ANY ADDITIONAL COMMENTS:

→ APPROVED BY CITY COMPTROLLER? YES/NO

CITY COMPTROLLER

SIGNATURE: _____

DATE: 6/23/2026

NOTE: IF GRANT APPROVED, CITY COMPTROLLER WILL FORWARD TO CITY MANAGER FOR REVIEW. IF GRANT NOT APPROVED, CITY COMPTROLLER TO RETURN TO GRANTS ADMINISTRATOR FOR FURTHER REVIEW BY PROJECT SPONSOR.

SECTION D: FOR REVIEW BY CORPORATION COUNSEL

→ APPROVED BY CORPORATION COUNSEL FOR RESOLUTION? YES/NO

CORPORATION COUNSEL

SIGNATURE: _____

DATE: 6/24/26

DATE RESOLUTION TO BE SENT TO CITY COUNCIL MEETING:

July 9 work session
July 13 council meeting



City of Newburgh

GRANT APPLICATION FORM

SECTION C: FOR REVIEW BY CITY MANAGER

→ APPROVED BY CITY MANAGER? YES/NO

CITY MANAGER

SIGNATURE: _____

DATE: _____

6-27-26

The Department of Homeland Security (DHS)

Notice of Funding Opportunity (NOFO)

Fiscal Year 2025 Assistance to Firefighters Grant (AFG) Program

Fraud, waste, abuse, mismanagement, and other criminal or noncriminal misconduct related to this program may be reported to the Office of Inspector General (OIG) Hotline. The toll-free numbers to call are 1 (800) 323-8603 and TTY 1 (844) 889-4357.

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1. **Basic Information**

A. Agency Name	U.S. Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), Resilience/Grant Programs Directorate (GPD).
B. NOFO Title	Fiscal Year (FY) 2025 Assistance to Firefighters Grant (AFG) Program
C. Announcement Type	Initial
D. Funding Opportunity Number	DHS-25-GPD-044-00-98
E. Assistance Listing Number	97.044
F. Expected Total Funding	\$291,600,000
G. Anticipated Number of Awards	1,800 awards
H. Expected Award Range	N/A
I. Projected Application Start Date	05/19/2026 8:00 a.m. Eastern Time (ET)
J. Projected Application End Date	06/22/2026 5:00 p.m. Eastern Time (ET)
K. Anticipated Funding Selection Date	No later than 09/30/2026
L. Anticipated Award Date	Beginning on approximately August 31, 2026, and continuing thereafter until all FY 2025 AFG Program grant awards are issued (but no later than September 30, 2026).

M. Projected Period of Performance Start Date	Variable Start Date¹
N. Projected Period of Performance End Date	Variable End Date
O. Executive Summary	The AFG Program aims to deliver essential resources to equip and train emergency personnel to meet recognized standards. It provides funding to outfit responders with compliant personal protective equipment to enhance their safety during incident response, retrofit or modify facilities to address known health hazards, and acquire emergency response vehicles. Additionally, the program supports the development of health, wellness, and resiliency initiatives to prepare responders for incidents, improve operational efficiency, promote interoperability, and strengthen community resilience.
P. Agency Contact	a. Fire Grants Program Office Contact The Fire Grants Program Help Desk provides technical assistance to applicants for completing and submitting applications into FEMA Grants Outcomes (FEMA GO), answers questions about applicant eligibility, recipient responsibilities, and provides support for the programmatic administration of awards. The Fire Grants Program Help Desk can be contact at (866) 274-0960 or by email at FireGrants@fema.dhs.gov. Normal hours of operation are Monday through Friday, 8:00 a.m. to 4:30 p.m. ET. b. FEMA Grants News This channel provides general information on all FEMA grant programs and maintains a comprehensive database containing key personnel contact information at the federal, state, and local levels. FEMA Grants News Team is reachable at fema-grants-news@fema.dhs.gov OR (800) 368-6498, Monday through Friday, 9:00 AM – 5:00 PM ET. c. Grant Programs Directorate (GPD) Award Administration Division GPD’s Award Administration Division (AAD) provides support regarding financial matters and budgetary technical assistance. AAD can be contacted at ASK-GMD@fema.dhs.gov.

¹ FEMA funds AFG Program awards on a rolling basis; as such, the date the FEMA Assistant Administrator for the Grant Programs Directorate signs the obligating document dictates the unique Period of Performance start and end dates for each award.

	d. FEMA Regional Offices FEMA Regional Offices also may provide fiscal support, including pre- and post-award administration and technical assistance. FEMA Regional Office contact information is available at https://www.fema.gov/fema-regional-contacts. e. Civil Rights Consistent with Executive Order 14173, Ending Illegal Discrimination & Restoring Merit-Based Opportunity, the FEMA Integration and Coordination Division (ICD) is responsible for ensuring compliance with and enforcement of federal civil rights obligations in connection with programs and services conducted by FEMA. They are reachable at fema-ocr@fema.dhs.gov. f. Environmental Planning and Historic Preservation The FEMA Office of Environmental Planning and Historic Preservation (OEHP) provides guidance and information about the EHP review process to FEMA programs and recipients and subrecipients. Send any inquiries regarding compliance for FEMA grant projects under this NOFO to FEMA-OEHP-NOFOQuestions@fema.dhs.gov. g. Payment and Reporting System FEMA uses FEMA Grants Outcomes (FEMA GO) for financial reporting, invoicing, and tracking payments. The Direct Deposit/Electronic Funds Transfer (DD/EFT) method of payment is used for recipients. For any questions about the system, contact the FEMA GO helpdesk at femago@fema.dhs.gov or (877) 585-3242, Monday through Friday, 9:00 AM – 6:00 PM ET. h. FEMA GO For technical assistance with the FEMA GO system, please contact the FEMA GO Helpdesk at femago@fema.dhs.gov or (877) 585-3242, Monday through Friday, 9:00 AM – 6:00 PM ET.
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2. Eligibility

A. Eligible Entities/Entity Types	Only the following entities or entity types are eligible to apply. a. Applicants The following entities or entity types located in the 50 United States, District of Columbia, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, Guam, American Samoa, the Commonwealth of Puerto Rico, or any federally recognized tribal government or organization are eligible to apply. If you are unsure of
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	your entity, please see: https://www.ecfr.gov/current/title-44/part-152#p-152.1(b). See <i>Supporting Definitions</i> for this NOFO: • Fire Departments: Fire departments operating in any of the 50 states, as well as fire departments in the District of Columbia, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, Guam, American Samoa, the Commonwealth of Puerto Rico,² three or any federally recognized Indian tribe or tribal organization. A fire department is an agency or organization having a formally recognized arrangement with a state, local, tribal or territorial authority (city, county, parish, fire district, township, town or other governing body) to provide fire suppression to a population within a geographically fixed primary first due response area. • Nonaffiliated EMS organizations: Nonaffiliated EMS organizations operating in any of the 50 states, as well as the District of Columbia, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, Guam, American Samoa, the Commonwealth of Puerto Rico,² three or any federally recognized tribal organization. A nonaffiliated EMS organization is an agency or organization that is a public or private nonprofit emergency medical service entity providing medical transport that is not affiliated with a hospital and does not serve a geographic area in which emergency medical services are adequately provided by a fire department. FEMA considers the following as hospitals under the AFG Program: • Clinics; • Medical centers; • Medical colleges or universities; • Infirmarys; • Surgery centers; and • Any other institution, association, or foundation providing medical, surgical or psychiatric care and/or treatment for the sick or injured. State Fire Training Academies: A SFTA operates in any of the 50 states, as well as the District of Columbia, the Commonwealth of the Northern Mariana
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² The District of Columbia, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of Puerto Rico are all defined as “States” in the Federal Fire Prevention and Control Act of 1974. See 15 U.S.C. § 2203(10).

	Islands, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of Puerto Rico. Applicants must be designated either by legislation or by a governor’s declaration as the sole fire service training agency within a state, territory, or the District of Columbia and recognized by the National Fire Academy. The designated SFTA shall be the only agency, bureau, division or entity within that state, territory, or the District of Columbia, to be an eligible SFTA applicant under the AFG Program. Non-federal airport and/or port authority fire or EMS organizations are eligible only if they have a formally recognized arrangement with the local jurisdiction to provide fire suppression or emergency medical services on a first-due basis outside the confines of the airport or port facilities. Airport or port authority fire and EMS organizations whose sole responsibility is suppression of fires or EMS response on the airport grounds or port facilities are not eligible for funding under the AFG Program. b. Subapplicants Subapplicants and subawards are not allowed. Subapplicants should not have foreign nationals or noncitizens included. If a subapplicant has foreign nationals, they must be properly vetted and must adhere to all government statutes, policies, and procedures including “staff American, stay in America” and security requirements.
B. Project Type Eligibility	Allowable Project Types • Operations and Safety; • Vehicle Acquisition; and • Regional Projects.
C. Requirements for Personnel, Partners, and Other Parties	An application submitted by an otherwise eligible non-federal entity (i.e. the applicant) may be deemed ineligible when the person that submitted the application is not 1) a current employee, personnel, official, staff or leadership of the non-federal entity; and 2) duly authorized to apply for an award on behalf of the non-federal entity at the time of application. Further, the individual who signs and submits an application must be assigned the role of Authorized Organization Representative (AOR) within the FEMA GO system. The AOR must be a duly authorized

	current employee, personnel, official, staff or leadership of the recipient and provide an email address unique to the recipient at the time of application. Consultants or contractors of the recipient are not permitted to be the AOR of the recipient. Federal employees are prohibited from serving in any capacity (paid or unpaid) on the development of any proposal submitted under this program. Subapplicants should not have foreign nationals or noncitizens included. If a subapplicant has foreign nationals, they must be properly vetted and must adhere to all government statutes, polices, and procedures including “staff American, stay in America” and security requirements. Subapplicants/subrecipients must submit short bios and resumes. This should include the type of entity, organizational leadership, and board members along with the both the names and addresses of the individuals. Resumes are subject to approval.
D. Maximum Number of Applications	The maximum number of applications that can be submitted by a single entity is three: one application for Operations and Safety, one application for Vehicle Acquisition, and one application as the host partner for a Regional Project.
E. Additional Restrictions	a. National Emergency Response Information System (NERIS) NERIS reporting is not required to apply for the AFG Program. However, fire departments receiving funding must agree to report to NFIRS or NERIS during the performance period. If unable to report at the time of the award, recipients must establish reporting capacity within 24 months and report for at least 12 months once capable. FEMA may request proof of compliance, and noncompliance during the performance period may result in remedies under 2 C.F.R. § 200.339. Nonaffiliated EMS organizations and SFTAs are exempt from NFIRS/NERIS reporting requirements. b. National Incident Management System (NIMS) AFG Program applicants are not required to comply with NIMS to apply for AFG Program funding or to receive an AFG Program award. However, any applicant who receives an FY 2025 AFG Program award must achieve the level of NIMS compliance required by the Authority having Jurisdiction (AHJ) over the applicant’s emergency service operations (e.g., a local government) prior to the end of the grant’s period of performance.

	Applicants or recipients are required to certify their compliance with federal statutes, DHS directives, policies, and procedures c. Period of Performance (POP) The POP for applications funded under the AFG will be 24 months.
F. References for Eligibility Factors within the NOFO	Please see the following references provided below: 1. “Responsiveness Review Criteria” subsection 2. “Financial Integrity Criteria” subsection 3. “Supplemental Financial Integrity Criteria and Review” subsection 4. FEMA may request financial information such as Employer Identification Number (EIN) and bank information as part of the potential award selection. This will apply to everyone prospered, including subrecipients. 5. Appendix B – Programmatic Information and Priorities
G. Cost Sharing Requirement	Applicants selected for this award must commit to an acceptable cost share agreement. Otherwise, they will not be funded. See Sections H and G for cost share requirements.
H. Cost Share Description, Type and Restrictions	Recipient cost sharing is required as described below pursuant to 15 U.S.C. § 2229(k)(1). Recipients shall make available non-federal funds as described below: • 5 percent for jurisdictions serving a population of 20,000 residents or fewer, • 10 percent for jurisdictions serving a population of 20,000 up to 1 million residents, • 15 percent for jurisdictions serving a population of over 1 million residents. • For SFTAs, the cost share is based on the state's total population. For Regional applications, the cost share is based on the combined population of the primary response areas of the host and partner organizations outlined in a Memorandum of Understanding. Types of Cost Share i. Cash (Hard Match): Cost share of non-federal cash is the only allowable recipient contribution for AFG Program activity (Vehicle Acquisition, Operations and Safety, and Regional). ii. Trade-In Allowance/Credit: On a case-by-case basis, FEMA may allow recipients already owning assets acquired with non-federal cash to use the trade-in allowance/credit value of those assets as cash for the purpose of meeting their cost share

	obligation. For FEMA to consider a trade-in allowance/credit value as cash, the allowance amount must be reasonable, and the allowance amount must be a separate entry clearly identified in the acquisition documents. In-kind (Soft Match): In-kind cost share is not allowable for the AFG Program.
I. Cost Sharing Calculation Example	The cost share calculator is located here: https://www.fema.gov/sites/default/files/documents/fema_gpd-fy23-afg-cost-share-calculator.pdf Total Allowable Costs ÷ Percentage Cost Share = Federal Share to be requested \$10,000 ÷ 1.05 (5%) = \$9,523.80 \$10,000 ÷ 1.10 (10%) = \$9,090.90 \$10,000 ÷ 1.15 (15%) = \$8,695.65
J. Required information for verifying Cost Share	Applicants must submit their plan for cost share within the Request Details (budget) section of the grant application. <i>Maintenance of Effort</i> Pursuant to 15 U.S.C. § 2229(k)(3), an applicant seeking an AFG Program grant shall agree to maintain, during the term of the grant, the applicant's aggregate expenditures relating to activities allowable under this NOFO, at not less than 80 percent of the average amount of such expenditures in the two fiscal years before the fiscal year an AFG Program grant is awarded. In other words, an applicant agrees that if it receives a grant award, the applicant will keep its overall expenditures during the award's period of performance for activities that could be allowable costs under this NOFO at a level that is at least 80 percent or more of the average of what the applicant spent on such costs for those activities in FY 2023 and 2024. This includes those funded with non-federal funding for activities that could be allowable costs under this NOFO. Applicants must provide budget information for the year they are applying, as well as the two preceding years. For FY25, that would include the yearly budgets for 2025, 2024, and 2023.

3. Program Description

A. Background, Program Purpose, and Program History

The AFG Program provides financial assistance directly to eligible fire departments, nonaffiliated emergency medical service (EMS) organizations, and State Fire Training Academies (SFTAs). The program aims to enhance the safety of firefighters and the public in relation to fire and fire-related hazards.

Since its inception, the AFG Program has awarded over \$9 billion to help equip and train emergency personnel to recognized standards, improve operational efficiency, foster interoperability, and support community resilience. The program has provided fire apparatuses, personal protective equipment, facility modifications, wellness and fitness activities, and other fire equipment to more than 8,000 unique recipients.

For information about program success stories, visit FEMA's Assistance to Firefighters Grants page: <https://www.fema.gov/grants/preparedness/firefighters/assistance-grants>.

B. Goals and Objectives

Goal: Enhance the safety of the public and firefighters with respect to fire and fire-related hazards.

Objectives: Provide critically needed resources to:

- Equip and train emergency personnel to recognized standards,
- Outfit responders with compliant personal protective equipment to increase responders' physical protection against hazards during incident response,
- Retrofit or modify facilities to protect personnel from known health hazards,
- Acquire emergency response vehicles,
- Design and implement health, wellness, and resiliency programs that prepare responders for incident response,
- Enhance operational efficiencies, foster interoperability, and
- Support community resilience.

C. Program Rationale

The AFG Program represents part of a comprehensive set of measures authorized by Congress and implemented by DHS. By increasing the number of trained firefighters, the AFG Program improves deployment capabilities to respond to emergencies and provide adequate protection from fire and fire-related hazards. The AFG Program also aims to support the following objectives:

- Coordinate Federal Response to Incidents
- Strengthen National Resilience
- Enhance Training and Readiness of First Responders

Through these objectives, FEMA creates a vision for the field of emergency management and sets an ambitious, yet achievable, path forward to unify and further professionalize emergency management across the country. We invite all our stakeholders and partners to join us in building a more prepared and resilient nation.

D. Federal Assistance Type Grant

E. Performance Measures and Targets

Grant recipients must collect data to allow FEMA to measure performance of AFG Program grants. These metrics align with the program’s objectives and priorities. FEMA may request information throughout the period of performance. At closeout recipients must submit a final performance report with enough information to show they met the performance goals outlined in their award.

FEMA will assess performance by comparing the number of items, supplies, projects, and activities requested in its application with the number acquired and delivered by the end of the performance period. The following program metrics will be used:

- Percentage of active-duty members equipped with National Fire Protection Association (NFPA) and Occupational Safety and Health Administration (OSHA)-compliant personal protective equipment (PPE) for each department that received AFG Program funding.
- Percentage of active-duty members who were equipped with NFPA and OSHA compliant equipment for each department that receives AFG Program funding.
- Number of fire vehicles successfully replaced per industry standards at each department funded to replace fire vehicles.
- Percentage of new active-duty members achieving Firefighter Training Levels I and II within one year of coming into service at each department funded for training.
- Percentage of the facility modifications required to comply with state, local, NFPA, or OSHA standards on housing and readiness posture that were successfully made for each department funded for facility modifications.
- Percentage of active-duty members meeting physical/mental readiness requirements through health programs at each department funded for wellness and fitness.

F. General Funding Requirements

Costs charged to federal awards (including federal and non-federal cost share funds) must comply with applicable statutes, rules and regulations, policies, this NOFO, and the terms and conditions of the federal award. This includes, among other requirements, that costs must be incurred, and products and services must be delivered within the budget period. 2 C.F.R. § 200.403(h).

Population of the jurisdiction served by the recipient	Maximum award in FY 2025	Statutory waiver available subject to extraordinary need?
100,000 or fewer	No more than \$1 million	None available
100,001 – 500,000 people	No more than \$2 million	None available

500,001 – 1,000,000 people	No more than \$2.91 million	None available
1,000,001 – 2,500,000 people	No more than \$2.91 million	Yes, but no more than \$6 million
More than 2,500,000 people	No more than \$2.91million	Yes, but no more than \$9 million

Regional applicants will be subject to the funding limitations based on the total population served by the host of the application and the participating partners. For example, if the host and partners serve a population of 100,000 or fewer and are the recipients of a Regional award for \$1 million, then the host has met their cap and is no longer eligible for additional funds under the AFG Program.

Allocations and Restrictions of Available Grant Funds by Organization Type

- Fire Departments: Not less than 25% of available grant funds shall be awarded to career, combination, or volunteer department types (total of 75%).
- Nonaffiliated EMS Organizations: Not more than 2% of available grant funds shall be collectively awarded to all nonaffiliated EMS organization recipients.
- Emergency Medical Services Providers: Not less than 3.5% of available grant funds shall fund emergency medical services provided by fire departments and nonaffiliated EMS organizations.
- State Fire Training Academy: Not more than 3% of available grant funds shall be collectively awarded to all SFTA recipients. Further, not more than \$500,000 of available federal grant funds may be awarded per SFTA applicant.
- Vehicles: Not more than 25% of available grant funds may be used by recipients for the purchase of vehicles. Of that amount, based on stakeholder recommendations, FEMA intends to allocate 10% of the total vehicle funds for ambulances.
- Micro Grants: The selection of the voluntary Micro Grant option (cumulative federal funding of \$75,000) for eligible High Priority Operations and Safety activities does not impact an applicant's request or participation under the Vehicle Acquisition or Regional projects. Applicants who select Micro Grants under Operations and Safety as a funding opportunity choice may still apply for a Vehicle Acquisition or Regional project. Of the 25% allocated to each of the career, combination, and volunteer departments, FEMA will aim to fund no less than 25% of the allocation for Micro Grants.

Recipients may not use federal funds or any cost share funds for the following activities:

- Matching or cost sharing requirements for other federal grants and cooperative agreements (see [2 C.F.R. § 200.306](#)).
- Lobbying or other prohibited activities under 18 U.S.C. § 1913 or [2 C.F.R. § 200.450](#).
- Prosecuting claims against the federal government or any other government entity (see [2 C.F.R. § 200.435](#)).

G. Indirect Costs (Facilities and Administrative Costs)

Indirect costs are NOT allowed.

H. Management and Administration (M&A) Costs

M&A costs are allowed.

M&A costs are allowed by Full-Year Continuing Appropriations and Extensions Act, 2025, Pub. L. No. 119-4. M&A activities are those directly related to the management and administration of the AFG award funds, such as financial management and monitoring.

M&A expenses should be based only on actual expenses or known contractual costs. Requests that are simple percentages of the award, without supporting justification or adequate documentation, will not be considered for an award.

M&A are not overhead/operational costs but are necessary direct costs incurred in support of the federal award or because of it, such as travel, meeting-related expenses, and salaries of full/part-time staff in direct support of the program. As such, M&A costs can be itemized in financial reports.

I. Pre-Award Costs

The following pre-award costs are allowable:

1. Fees for Grant Writers (capped at \$1,500 of federal funds per application)

The recipient must request approval from FEMA to incur such pre-award costs. Requests must be sent via email to FireGrants@fema.dhs.gov and include the application number and justification narrative. Please note, the recipient must seek approval at the time of acquisition and before the award is announced.

FEMA must provide written confirmation that the costs have been reviewed and determined the costs are justified, unavoidable, and consistent with the grant's scope of work.

Pre-award costs must comply with 2 C.F.R. § 200.458, ensuring they are necessary for the efficient and timely performance of the grant.

J. Beneficiary Eligibility

There are no program requirements to be an eligible beneficiary. This NOFO and any subsequent federal awards create no rights or causes of action for any beneficiary.

K. Participant Eligibility

There are no program requirements to be an eligible participant. This NOFO and any subsequent federal awards create no rights or causes of action for any participant.

L. Authorizing Authority

Section 33 of The Federal Fire Prevention and Control Act of 1974, Pub. L. No. 93-498, as amended (15 U.S.C § 2229).

M. Appropriation Authority

Full-Year Continuing Appropriations and Extensions Act, 2025, Pub. L. No. 119-4 § 1101.

N. Budget Period

There will be only a single budget period with the same start and end dates as the period of performance.

O. Prohibition on Covered Equipment or Services

Recipients, sub-recipients, and their contractors or subcontractors must comply with the prohibitions set forth in Section 889 of the [John S. McCain National Defense Authorization Act for Fiscal Year 2019](#), which restrict the purchase of covered telecommunications and surveillance equipment and services. Please see 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200, and [FEMA Policy #405-143-1 - Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services](#) for more information.

4. Application Contents and Format

A. Pre-Application, Letter of Intent, and Whitepapers

Pre-applications, letters of intent, and whitepapers are not required nor encouraged to be eligible to apply.

B. Application Content and Format

Applications are processed through the FEMA GO system. To access the system, go to <https://go.fema.gov/>.

Applications must include information regarding department and program-specific priorities, details demonstrating department eligibility, and four narratives: Financial Need, Project Description, Cost/Benefit, and Statement of Effect. Each narrative section has a limit of 4,000 characters, including spaces.

C. Application Components

All applicable forms are in the FEMA GO system and filled out as part of the application submission process. The forms below do not require separate upload. The following forms will be filled out during the application process in FEMA GO:

- SF-424, Application for Federal Assistance
- Grants.gov Lobbying Form, Certification Regarding Lobbying
- SF-424A, Budget Information (Non-Construction)
- SF-424B, Standard Assurances (Non-Construction)
- SF-LLL, Disclosure of Lobbying Activities

D. Program-Specific Required Documents and Information

For program specific updates and information please see Appendices A, B, and C.

E. Post-Application Requirements for Successful Applicants

Applicants likely to be funded may receive a request for additional information by email prior to award. Applicants must respond to the request to move forward with the grant review process.

5. Submission Requirements and Deadlines

A. Address to Request Application Package

Applications are processed through the FEMA GO system. To access the system, go to <https://go.fema.gov/>.

Steps Required to Apply for an Award Under This Program and Submit an Application:

To apply for an award under this program, all applicants must:

- a. Apply for, update, or verify their Unique Entity Identifier (UEI) number and Employer Identification Number (EIN) from the Internal Revenue Service;
- b. In the application, provide an UEI number;
- c. Have an account with login.gov;
- d. Register for, update, or verify their System for Award Management (SAM) account and ensure the account is active before submitting the application;
- e. Register in FEMA GO, add the organization to the system, and establish the Authorized Organizational Representative (AOR). The organization's electronic business point of contact (eBiz POC) from the SAM registration may need to be involved in this step. For step-by-step instructions, see <https://www.fema.gov/media-library/assets/documents/181607>;
- f. Submit the complete application in FEMA GO; and
- g. Continue to maintain an active SAM registration with current information at all times during which it has an active federal award or an application or plan under consideration by a federal awarding agency. As part of this, applicants must also provide information on an applicant's immediate and highest-level owner and subsidiaries, as well as on all predecessors that have been awarded federal contracts or federal financial assistance within the last three years, if applicable.

Per [2 C.F.R. § 25.110\(a\)\(2\)\(iv\)](#), if an applicant is experiencing exigent circumstances that prevents it from obtaining an UEI number and completing SAM registration prior to receiving a federal award, the applicant must notify FEMA as soon as possible. Contact fema-grants-news@fema.dhs.gov and provide the details of the exigent circumstances.

How to Register to Apply:

General Instructions:

Registering and applying for an award under this program is a multi-step process and requires time to complete. Below are instructions for registering to apply for FEMA funds. Read the instructions carefully and prepare the requested information before beginning the registration process. Gathering the required information before starting the process will alleviate last-minute searches for required information.

The registration process can take up to four weeks to complete. To ensure an application meets the deadline, applicants are advised to start the required steps well in advance of their submission.

Organizations must have a UEI number, EIN, and an active SAM registration.

Obtain a UEI Number:

All entities applying for funding, including renewal funding, must have a UEI number. Applicants must enter the UEI number in the applicable data entry field on the SF-424 form. For more detailed instructions for obtaining a UEI number, refer to [SAM.gov](https://sam.gov).

Obtain Employer Identification Number:

In addition to having a UEI number, all entities applying for funding must provide an EIN. The EIN can be obtained from the IRS by visiting <https://www.irs.gov/businesses/small-businesses-self-employed/apply-for-an-employer-identification-number-ein-online>.

Create a login.gov account:

Applicants must have a login.gov account in order to register with SAM or update their SAM registration. Applicants can create a login.gov account at: https://secure.login.gov/sign_up/enter_email?request_id=34f19fa8-14a2-438c-8323-a62b99571fd.

Applicants only have to create a login.gov account once. For existing SAM users, use the same email address for both login.gov and SAM.gov so that the two accounts can be linked.

For more information on the login.gov requirements for SAM registration, refer to <https://www.sam.gov/SAM/pages/public/loginFAQ.jsf>.

Register with SAM:

In addition to having a UEI number, all organizations must register with SAM. Failure to register with SAM will prevent your organization from applying through FEMA GO. SAM registration must be renewed annually and must remain active throughout the entire grant life cycle.

For more detailed instructions for registering with SAM, refer to: [Register with SAM](#)

Note: per [2 C.F.R. § 25.200](#), applicants must also provide the applicant's immediate and highest-level owner, subsidiaries, and predecessors that have been awarded federal contracts or federal financial assistance within the past three years, if applicable.

Register in FEMA GO, Add the Organization to the System, and Establish the AOR:

Applicants must register in FEMA GO and add their organization to the system. The organization's electronic business point of contact (eBiz POC) from the SAM registration may need to be involved in this step. For step-by-step instructions, see: [FEMA GO Startup Guide](#)

Note: FEMA GO will support only the most recent major release of the following browsers:

- Google Chrome;
- Mozilla Firefox;
- Apple Safari; and
- Microsoft Edge.

Applicants using tablet type devices or other browsers may encounter issues with using FEMA GO.

Submitting the Final Application:

Applicants will be prompted to submit the standard application information, and any program-specific information required. Standard Forms (SF) may be accessed in the Forms tab under the: [SF-424 Family | Grants.gov](#).

Applicants should review these forms before applying to ensure they are providing all required information.

After submitting the final application, FEMA GO will provide either an error message, or an email to the submitting AOR confirming the transmission was successfully received.

B. Application Deadline

06/22/2026 05:00 PM Eastern Time

C. Pre-Application Requirements Deadline

Not applicable

D. Post-Application Requirements Deadline

Not applicable

E. Effects of Missing the Deadline

All applications must be completed in FEMA GO by the application deadline. FEMA GO automatically records proof of submission and generates an electronic date/time stamp when FEMA GO successfully receives an application. The submitting AOR will receive via email the official date/time stamp and a FEMA GO tracking number to serve as proof of timely submission prior to the application deadline.

Applicants experiencing system-related issues have until 3:00 PM ET on the date applications are due to notify FEMA. No new system-related issues will be addressed after this deadline. Applications not received by the application submission deadline will not be accepted.

6. Intergovernmental Review

A. Requirement Description and State Single Point of Contact

An intergovernmental review may be required. Applicants must contact their state's [Single Point of Contact \(SPOC\)](#) to comply with the state's process under Executive Order 12372.

7. Application Review Information

A. Threshold Criteria

Automatic disqualification of the application will occur if any of the conditions and instructions are not followed in Appendix B of this Notice of Funding Opportunity.

Examples of ineligible applications and/or organizations include:

- Nonaffiliated EMS organization requests for any activity that is specific or unique to structural/proximity/wildfire firefighting gear.
- Fire departments that are a federal government entity, or contracted by the federal government, and are solely responsible under a formally recognized agreement for suppression of fires on federal installations or land.
- Fire departments or nonaffiliated EMS organizations that are not independent entities but are part of, controlled by, or under the day-to-day operational command and control of a larger department, agency or AHJ.
- However, if a fire department is considered to be the same legal entity as a municipality or other governmental organization, and otherwise meets the eligibility criteria, that municipality or other governmental organization may apply on behalf of that fire department as long as the application clearly states that the fire department is considered part of the same legal entity.
- Fire-based EMS organization applying as a nonaffiliated EMS organization.
- Auxiliaries, hospitals, or fire service associations or interest organizations that are not the AHJ over the applicant.
- Dive teams, search and rescue squads, or similar organizations that do not provide medical transport.
- Fire departments, regional, or nonaffiliated EMS organizations that are for profit.
- State or local agencies, or subsets of any governmental entity, or any authority that do not meet the requirements as defined by 15 U.S.C. §2229 (a), (c).
- Submitting multiple applications for the same equipment or activity (e.g., self-contained breathing apparatus [SCBA] under both Regional and Operations and Safety activities, or two applications for the same vehicle) may result in disqualification of both applications. This rule does not apply if an applicant is applying on behalf of multiple agencies (e.g., fire departments within the same county or city). In such cases, the applicant can request similar equipment, as long as the application clearly specifies the equipment and quantities for each agency. Multiple applications across regional and direct categories are allowed in this scenario.

B. Application Criteria

FEMA sets funding priorities and evaluation criteria for AFG Program applications based on recommendations from the Criteria Development Panel (CDP). Each year, FEMA brings together a panel of fire service professionals to establish these priorities and criteria. The panel provides input on funding priorities and helps develop the criteria used to award grants.

The **nine major fire service organizations** represented on the panel are:

- International Association of Fire Chiefs

- International Association of Fire Fighters
- National Volunteer Fire Council
- National Fire Protection Association
- National Association of State Fire Marshals
- International Association of Arson Investigators
- International Society of Fire Service Instructors
- North American Fire Training Directors
- Congressional Fire Service Institute

CDP and Application Evaluation

CDP advises FEMA on creating or updating funding priorities and developing criteria for awarding grants. This Notice of Funding Opportunity (NOFO) reflects the CDP's recommendations regarding priorities, direction, and award criteria.

FEMA ranks all complete applications based on how well they align with the program priorities for the specific activity. Responses to the activity-specific questions in the application are used to determine each application's ranking relative to these priorities.

AFG Program applications go through a multi-phase review process:

- 1) Electronic Pre-Scoring
- 2) Peer Review
- 3) FEMA Internal Review

1. Electronic Pre-Scoring

The application undergoes an electronic pre-scoring process based on established program priorities listed in Appendix B and answers to activity-specific questions within the online application. Application Narratives are not reviewed during the pre-score process. "Request Details" and "Budget" information should comply with program guidance and statutory funding limitations. The pre-score is half of the total application score.

2. Peer Review

Applications with the highest rankings from the pre-scoring process will undergo a Peer Review Panel process. A panel of peer reviewers is composed of fire service personnel recommended by national fire organizations. Peer reviewers will assess each application's merits based on the narrative statement on the requested activity. The evaluation elements listed in the "Narrative Evaluation Criteria" below will be used to calculate the narrative's score for each activity requested. Peer reviewers will independently score each requested activity within the application, discuss the merits and/or shortcomings of the application with his or her peers, and document the findings. A consensus is not required. The panel score is half of the total application score. Peer reviewers will evaluate and select a score of Strongly Agree, Agree, Neither Agree nor Disagree, Disagree, or Strongly Disagree for each narrative section based on the following narrative elements within each activity.

3. FEMA Internal Review

Applications within the fundable range undergo a Technical Review by subject-matter experts and a FEMA Program Office review. The FEMA Program Office evaluates costs, quantities, feasibility, eligibility, and recipient responsibility before recommending awards. During TEP, Appendix B is used to address eligibility corrections, though this phase is not scored. Partial funding may be recommended based on assessment findings.

C. Financial Integrity Criteria

Before making an award, FEMA is required to review OMB-designated databases for applicants' eligibility and financial integrity information. This is required by [the Payment Integrity Information Act of 2019 \(Pub. L. No. 116-117, § 2 \(2020\)\)](#), [41 U.S.C. § 2313](#), and [the “Do Not Pay Initiative” \(31 U.S.C. 3354\)](#). For more details, please see [2 C.F.R. § 200.206](#).

Thus, the Financial Integrity Criteria may include the following risk-based considerations of the applicant:

1. Financial stability.
2. Quality of management systems and ability to meet management standards.
3. History of performance in managing federal award.
4. Reports and findings from audits.
5. Ability to effectively implement statutory, regulatory, or other requirements.

D. Supplemental Financial Integrity Criteria and Review

Before making an award expected to exceed the simplified acquisition threshold, defined at 41 U.S.C. § 134, over the period of performance:

1. FEMA is required by [41 U.S.C. § 2313](#) to review or consider certain information found in SAM.gov. For details, please see [2 C.F.R. § 200.206\(a\)\(2\)](#).
2. An applicant may review and comment on any information in the responsibility/qualification records available in SAM.gov.
3. Before making decisions in the risk review required by [2 C.F.R. § 200.206](#), FEMA will consider any comments by the applicant.

E. Reviewers and Reviewer Selection

All applications will be evaluated through the Peer Review Panel process. A panel of peer reviewers is comprised of fire service representatives recommended by the CDP.

F. Merit Review Process

Applications with the highest rankings from the pre-scoring process will undergo a Peer Review Panel process.

Narrative Evaluation Criteria

Narrative Statements are a key part of the application process and must provide clear, detailed, and specific information about the proposed activities for which funding is requested. Applicants

must explain how the proposed activities align with the Operations and Safety Activity or the Vehicle Acquisition Activity.

FEMA reviews applications for duplication, including narratives and statistical data. All elements of the Narrative Statements must be original, and all statistical data must be accurate. Applications with narratives that include substantial copying of sentences or paragraphs or inaccurate data that could mislead reviewers may be disqualified. Falsification, fabrication, or plagiarism of other grant proposals will result in disqualification.

Peer review panelists will evaluate and score each project based on the narrative elements defined below. Each narrative section is limited to 4,000 characters, including spaces and punctuation

Financial Need

This section accounts for 25% of an application's peer review score. It allows 4,000 characters (including spaces and punctuation).

Applicants must explain their financial need, detailing budget constraints, failed attempts to secure other funding, and showing that the financial distress is beyond their control, in line with the AFG Program's intent.

Project Description and Budget

This section accounts for 25% of an application's peer review score. It allows 4,000 characters (including spaces and punctuation).

The Project Description and Budget statement should explain the project objectives, their connection to the budget, and risk analysis. Applicants should describe activities, align them with project objectives, their mission, and relevant requirements, and link expenses to operations, safety, and project goals.

Cost Benefit

This section accounts for 25% of an application's peer review score. It allows 4,000 characters (including spaces and punctuation).

Applicants should explain how they will address operational and personnel safety needs, focusing on cost effectiveness and asset sharing. The statement should detail how grant funding will maximize benefits, including reasonable costs like overhead and administrative expenses. Requests should align with the applicant's mission and show how funding will benefit their organization and personnel.

Statement of Effect on Operations

This section accounts for 25% of an application's peer review score. It allows 4,000 characters (including spaces and punctuation).

The Statement of Effect on Operations should explain how the funding will improve the organization's effectiveness, daily operations, and risk reduction. Applicants should detail how often and in what capacity the requested items will be used, their benefits to the community, and how they enhance the ability to save lives and property. Jurisdictions emphasizing fire risk reduction through code enforcement and mitigation strategies, including FEMA-approved plans, may receive higher consideration.

G. Final Selection

Technical Evaluation Process (TEP)

The highest scoring project(s) for both activities will be considered within the fundable range. Projects that are in the fundable range will undergo a Technical Review by the FEMA Program Office before being recommended for award. The FEMA Program Office will assess the request with respect to costs, quantities, feasibility, eligibility, and recipient responsibility prior to recommending any application for award. Additionally, FEMA will review whether the project duplicates other federally funded research or prevention activities. Once the TEP is complete, a final ranking of projects will be created. FEMA will award grants based on this final ranking and the ability to meet statutorily required funding limitations outlined in [Appendix B - Programmatic Information and Priorities](#) of this NOFO.

FEMA may not make a federal award until the applicant has complied with all applicable SAM requirements. Therefore, an applicant's SAM registration must be active not only at the time of application, but also during the application review period and when FEMA is ready to make a federal award. Further, as noted above, an applicant's or recipient's SAM registration must remain active for the duration of an active federal award. If an applicant's SAM registration is expired at the time of application, expires during application review, or expires any other time before award, FEMA may determine that the applicant is not qualified to receive a federal award and use that determination as a basis for making a federal award to another applicant. Requests may be recommended for partial funding based on findings made during this assessment.

In awarding grants, the FEMA Administrator is required to consider:

- The findings and recommendations of the Technical Evaluation Panel (TEP);
- The degree to which an award will reduce deaths, injuries and property damage by reducing the risks associated with fire related and other hazards;
- The extent of an applicant's need for an AFG Program grant and the need to protect the United States as a whole; and
- The number of calls requesting or requiring a firefighting or emergency medical response received by an applicant.

8. Award Notices

A. Notice of Award

The Authorized Organization Representative (AOR) must carefully review the federal award package before accepting the award. The package includes instructions for administering the award as well as the terms and conditions.

By submitting an application, applicants agree to comply with the requirements outlined in this NOFO and adhere to the terms and conditions of the federal award if selected.

FEMA will provide the federal award package electronically via FEMA GO. The package includes an Award Letter, Summary Award Memo, Agreement Articles, and Obligor Document. A notification email with the award package will be sent to the submitting AOR through the grant application system.

Recipients must accept their awards no later than 30 days from the award date. Recipients shall notify FEMA of their intent to accept the award and proceed with work via the FEMA GO system.

Funds will remain on hold until the recipient accepts the award in FEMA GO and satisfies all other award conditions, or until the award is rescinded. Failure to accept the grant award within the specified timeframe may result in a loss of funds.

During the review process, FEMA may have modified the application request(s). Any modifications will be detailed in the award package provided with the offer of an award. If the awarded activities, scope of work, or funding amounts differ from the original application, the recipient is only responsible for completing the activities funded by FEMA. The recipient is not obligated to start, modify, or complete any activities that were requested but not funded. The award package will outline any changes in the approved scope of work section.

B. Pass-Through Requirements

None

C. Note Regarding Pre-Award Costs

Even if pre-award costs are allowed, beginning performance is at the applicant's risk.

D. Obligation of Funds

The grant funds are obligated in accordance with applicable laws, and no later than upon award.

E. Notification to Unsuccessful Applicants

FEMA will provide all applicants who do not receive a FY 2025 AFG Program award with a turn-down notification after September 30, 2026.

9. Post-Award Requirements and Administration

A. Administrative and National Policy Requirements

Presidential Executive Orders

Recipients must comply with the requirements of Presidential Executive Orders related to grants (also known as federal assistance and financial assistance), the full text of which are incorporated by reference. Pursuant to the preliminary injunction order issued on November 21, 2025, in *County of Santa Clara et al. v. Noem, et al.*, No. 25-cv-08330-WHO (N.D. Cal.), this requirement does not apply to awards or subawards issued to any of the plaintiffs subject to the preliminary injunction order while the order remains in effect. If the preliminary injunction is stayed, vacated, or extinguished, this requirement will immediately become effective. Also,

pursuant to the preliminary injunction order issued on November 21, 2025, in *City of Chicago et al. v. Noem, et al.*, No. 25-CV-12765 (N.D. Ill.), this requirement does not apply to awards or subawards issued to any of the plaintiffs subject to the preliminary injunction order while the order remains in effect. If the preliminary injunction is stayed, vacated, or extinguished, this requirement will immediately become effective.

In accordance with [Executive Order 14305, Restoring American Airspace Sovereignty \(June 6, 2025\)](#), and to the extent allowed by law, eligible state, local, tribal, and territorial grant recipients under this NOFO are permitted to purchase unmanned aircraft systems, otherwise known as drones, or equipment or services for the detection, tracking, or identification of drones and drone signals, consistent with the legal authorities of state, local, tribal, and territorial agencies. Recipients must comply with all applicable federal, state, and local laws and regulations, and adhere to any statutory requirements on the use of federal funds for such unmanned aircraft systems, equipment, or services.

B. DHS Standard Terms and Conditions

A recipient under this funding opportunity must comply with the DHS Standard Terms and Conditions in effect as of the date of the federal award, unless a term and condition specifically indicates otherwise. The DHS Standard Terms and Conditions are available online: [DHS Standard Terms and Conditions | Homeland Security](#). For continuation awards, the terms and conditions for the initial federal award will apply unless otherwise specified in the terms and conditions of the continuation award. The specific version of the DHS Standard Terms and Conditions applicable to the federal award will be in the federal award package.

A recipient under this funding opportunity must comply with the FY 2026 Department of Homeland Security Standard Terms and Conditions, with the following exceptions. The term titled “Communication and Cooperation with the Department of Homeland Security and Immigration Officials” and paragraph (2)(a)(ii) of the term titled “Federal Anti-Discrimination Laws Material to the Government’s Payment Decisions Under the False Claims Act” do not apply to any federal award under this funding opportunity.

Pursuant to the preliminary injunction order issued on November 21, 2025, in *County of Santa Clara et al. v. Noem, et al.*, No. 25-cv-08330-WHO (N.D. Cal.), the following terms and conditions do not apply to awards or subawards issued to any of the plaintiffs subject to the preliminary injunction order while the order remains in effect: (1) The DHS Standard Term and Condition titled "Federal Anti-Discrimination Laws Material to the Government’s Payment Decisions Under the False Claims Act"; and (2) the DHS Standard Term and Condition titled "All Executive Orders Related to Grants". If the preliminary injunction is stayed, vacated, or extinguished, both terms will immediately become effective. As stated above, Paragraph (2)(a)(ii) of the DHS Standard Term and Condition titled “Federal Anti-Discrimination Laws Material to the Government’s Payment Decisions Under the False Claims Act” will not apply even if the preliminary injunction is stayed, vacated, or extinguished.

Pursuant to the preliminary injunction order issued on November 21, 2025, in *City of Chicago et al. v. Noem, et al.*, No. 25-CV-12765 (N.D. Ill.), the following terms and conditions do not apply to awards or subawards issued to any of the plaintiffs subject to the preliminary injunction order while the order remains in effect: (1) the DHS Standard Term and Condition titled "Federal

Anti-Discrimination Laws Material to the Government's Payment Decisions Under the False Claims Act"; and (2) the DHS Standard Term and Condition titled " All Executive Orders Related to Grants". If the preliminary injunction is stayed, vacated, or extinguished, both terms will immediately become effective. As stated above, paragraph (2)(a)(ii) of the DHS Standard Term and Condition titled "Federal Anti-Discrimination Laws Material to the Government's Payment Decisions Under the False Claims Act" will not apply even if the preliminary injunction is stayed, vacated, or extinguished.

Pursuant to the preliminary injunction order issued on October 31, 2025, in *City of Seattle v. Trump, et al.*, No. 2:25-cv-01435-BJR (W.D. Wa.), the following terms and conditions do not apply to awards or subawards issued to any of the plaintiffs subject to the preliminary injunction order while the order remains in effect: the DHS Standard Term and Condition titled " Federal Anti-Discrimination Laws Material to the Government's Payment Decisions Under the False Claims Act ". If the preliminary injunction is stayed, vacated, or extinguished, the term will immediately become effective. As stated above, Paragraph (2)(a)(ii) of the DHS Standard Term and Condition titled "Federal Anti-Discrimination Laws Material to the Government's Payment Decisions Under the False Claims Act" will not apply even if the preliminary injunction is stayed, vacated, or extinguished.

C. Financial Reporting Requirements

Recipients must report obligations and expenditures through a federal financial report. The Federal Financial Report (FFR) form, also known as Standard Form 425 (SF-425), is available online at: [SF-425 OMB #4040-0014](https://www.fema.gov/sites/default/files/documents/FEMA_GO_SF-425_and_PPR_User_Guide_508.pdf). A tutorial is available here under https://www.fema.gov/sites/default/files/documents/FEMA_GO_SF-425_and_PPR_User_Guide_508.pdf

Recipients must submit the FFR semi-annually throughout the Period of Performance (POP) as detailed below:

- A. No later than July 30 (for the period Jan. 1 – June 30)
- B. No later than January 30 (for the period July 1 – Dec. 31)
- C. Within 120 days after the end of the Period of Performance

The final FFR is due within 120 days after the end of the POP.

FEMA may withhold future federal awards and cash payments if the recipient does not submit timely financial reports, or the financial reports submitted demonstrate lack of progress or provide insufficient detail.

D. Programmatic Performance Reporting Requirements

- 1. A Performance Report must be submitted semi-annually throughout the POP. A tutorial is available here: https://www.fema.gov/sites/default/files/documents/FEMA_GO_SF-425_and_PPR_User_Guide_508.pdf
- 2. A Performance Report must include:
 - a. A brief narrative of overall project(s) status indicating progress toward project objectives;

- b. A summary of project expenditures;
 - c. A summary of any products from research activities;
 - d. A description of any potential issues that may affect project completion; and
 - e. Other information specific to the Activities awarded.
- 3. The Performance Report must be submitted through FEMA GO.
- 4. Performance Report Due Dates
 - a. No later than July 30 (for the period Jan. 1 – June 30)
- 5. No later than January 30 (for the period July 1 – Dec. 31)]

E. Closeout Reporting Requirements

Within 120 days after the end of the period of performance, or after an amendment has been issued to close out a federal award, recipients must submit the following:

- The final request for payment, if applicable.
- The final FFR.
- The final progress report detailing all accomplishments.
- A qualitative narrative summary of the impact of those accomplishments throughout the period of performance.
- Other documents required by this NOFO, terms and conditions of the federal award, or other DHS Component guidance.

After FEMA approves these reports, it will issue a closeout notice. The notice will indicate the period of performance as closed, list any remaining funds to be de-obligated, and address the record maintenance requirement. Unless a longer period applies, such as due to an audit or litigation, for equipment or real property used beyond the period of performance, or due to other circumstances outlined in [2 C.F.R. § 200.334](#), this maintenance requirement is three years from the date of the final FFR.

Also, pass-through entities are responsible for closing out those subawards as described in [2 C.F.R. § 200.344](#); subrecipients are still required to submit closeout materials within 90 calendar days of the subaward period of performance end date. When a subrecipient completes all closeout requirements, pass-through entities must promptly complete all closeout actions in time for the recipient to submit all necessary documentation and information to FEMA during the closeout of their prime award. The recipient is responsible for returning any balances of unobligated or unliquidated funds that have been drawn down that are not authorized to be retained per [2 C.F.R. § 200.344\(e\)](#).

A closeout tutorial is available here

https://www.fema.gov/sites/default/files/documents/fema_afg-closout-tutorial.pdf

Administrative Closeout

Administrative closeout is a mechanism for FEMA to unilaterally execute closeout of an award if no activity is taken during the period of performance (submitting of reports, financial drawdowns). FEMA will use available award information in lieu of final recipient reports, per 2

C.F.R. § 200.344(h)-(i). It is an activity of last resort, and if FEMA administratively closes an award, this may negatively impact a recipient's ability to obtain future funding.

Additional Reporting Requirements

Anytime there is a change in personnel for any of the awardees and/or subrecipients, their information needs to be submitted for approval (all the previous personal information identified).

F. Disclosing Information per 2 C.F.R. § 180.335

Before entering into a federal award, the applicant must notify FEMA if it knows that the applicant or any of the principals (as defined at [2 C.F.R. § 180.995](#)) for the federal award:

1. Are presently excluded or disqualified;
2. Have been convicted within the preceding three years of any of the offenses listed in § 180.800(a) or had a civil judgment rendered against you for one of those offenses within that time period;
3. Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with the commission of any of the offenses listed in § 180.800(a); or
4. Have had one or more public transactions (Federal, State, or local) terminated within the preceding three years for cause or default.

This requirement is fully described in [2 C.F.R. §180.335](#).

Additionally, [2 C.F.R. § 180.350](#) requires recipients to provide immediate notice to FEMA at any time after entering a federal award if:

1. The recipient learns that either it failed to earlier disclose information as required by 2 C.F.R. § 180.335;
2. Due to changed circumstances, the applicant or any of the principals for the federal award now meet the criteria at 2 C.F.R. § 180.335 listed above.

G. Reporting of Matters Related to Recipient Integrity and Performance

[Appendix XII to 2 C.F.R. Part 200](#) states the terms and conditions for recipient integrity and performance matters used for this funding opportunity.

If the total value of all active federal grants, cooperative agreements, and procurement contracts for a recipient exceeds \$10,000,000 at any time during the period of performance:

1. The recipient must maintain the currency of information reported in SAM.gov about civil, criminal, or administrative proceedings described in paragraph 2 of Appendix XII;
2. The required reporting frequency is described in paragraph 4 of Appendix XII.

H. Single Audit Report

Any non-Federal entity that must be audited (as defined by [2 C.F.R. § 200.1](#)) during its fiscal year must undergo an audit. This may be either a single audit complying with [2 C.F.R. § 200.514](#) or a program-specific audit complying with [2 C.F.R. §§ 200.501](#) and [2 C.F.R. §§ 200.507](#).

Audits must follow [2 C.F.R. Part 200, Subpart F](#), 2 C.F.R. § 200.501, and the U.S. Government Accountability Office (GAO) [Generally Accepted Government Auditing Standards](#).

I. Monitoring and Oversight

Per [2 C.F.R. § 200.337](#), DHS and its authorized representatives have the right of access to any records of the recipient or subrecipient pertinent to a Federal award to perform audits, site visits, and any other official use. The right also includes timely and reasonable access to the recipient's or subrecipient's personnel for the purpose of interview and discussion related to such documents or the Federal award in general.

Pursuant to this right and per [2 C.F.R. § 200.329](#), DHS may conduct desk reviews and make site visits to review and evaluate project accomplishments and management control systems as well as provide any required technical assistance. Recipients and subrecipients must respond in a timely and accurate manner to DHS requests for information relating to a federal award.

J. Program Evaluation

Title I of the Foundations for Evidence-Based Policymaking Act of 2018, Pub. L. No. 115-435 (2019) (Evidence Act), [PUBL435.PS](#) urges federal agencies to use program evaluation as a critical tool to learn, improve delivery, and elevate program service and delivery across the program lifecycle. Evaluation means "an assessment using systematic data collection and analysis of one or more programs, policies, and organizations intended to assess their effectiveness and efficiency." Evidence Act, § 101 (codified at 5 U.S.C. § 311). OMB A-11, Section 290 (Evaluation and Evidence-Building Activities) further outlines the standards and practices for evaluation activities. Federal agencies are required to specify any requirements for recipient participation in program evaluation activities (2 C.F.R. § 200.301). Program evaluation activities incorporated from the outset in the NOFO and program design and implementation allow recipients and agencies to meaningfully document and measure progress and achievement towards program goals and objectives, and identify program outcomes and lessons learned, as part of demonstrating recipient performance (2 C.F.R. § 200.301).

As such, recipients and subrecipients are required to participate in a Program Office (PO) or a DHS Component-led evaluation, if selected. This may be carried out by a third-party on behalf of the PO or the DHS Component. Such an evaluation may involve information collections including but not limited to, records of the recipients; surveys, interviews, or discussions with individuals who benefit from the federal award, program operating personnel, and award recipients; and site visits or other observation of recipient activities, as specified in a DHS Component or PO-approved evaluation plan. More details about evaluation requirements may be provided in the federal award, if available at that time, or following the award as evaluation requirements are finalized. Evaluation costs incurred during the period of performance are allowable costs (either as direct or indirect) in accordance with [2 C.F.R. § 200.413](#).

Recipients and subrecipients are also encouraged, but not required, to participate in any additional evaluations after the period of performance ends, although any costs incurred to participate in such evaluations are not allowable and may not be charged to the federal award.

K. Additional Performance Reporting Requirements

Not applicable

L. Termination of Federal Award

The [FY 2026 DHS Standard Terms and Conditions](#) sets forth a term and condition entitled “Termination of a Federal Award”. The termination provision condition listed below applies to the grant award and the “Termination of a Federal Award” term and condition in the FY 2026 DHS Standard Terms and Conditions does not.

Termination of the Federal Award by FEMA

FEMA may terminate the federal award in whole or in part for one of the following reasons:

- a. If the recipient or subrecipient fails to comply with the terms and conditions of the federal award.
- b. With the consent of the recipient, in which case FEMA and the recipient must agree upon the termination conditions. These conditions include the effective date and, in the case of partial termination, the portion to be terminated.
- c. If the federal award no longer effectuates the program goals or agency priorities. Under this provision, FEMA may terminate the award for these purposes if any of the following reasons apply:
 - i. If DHS/FEMA, in its sole discretion, determines that a specific award objective is ineffective at achieving program goals as described in this NOFO;
 - ii. If DHS/FEMA, in its sole discretion, determines that an objective of the award as described in this NOFO will be ineffective at achieving program goals or agency priorities;
 - iii. If DHS/FEMA, in its sole discretion, determines that the design of the grant program is flawed relative to program goals or agency priorities;
 - iv. If DHS/FEMA, in its sole discretion, determines that the grant program is not aligned to either the DHS Strategic Plan, the FEMA Strategic Plan, or successor policies or documents;
 - v. If DHS/FEMA, in its sole discretion, changes or re-evaluates the goals or priorities of the grant program and determines that the award will be ineffective at achieving the updated program goals or agency priorities; or
 - vi. For other reasons based on program goals or agency priorities described in the termination notice provided to the recipient pursuant to 2 C.F.R. § 200.341.
 - vii. If the awardee falls out of compliance with the Agency’s statutory or regulatory authority, award terms and conditions, or other applicable laws.
- d. For convenience, including, but not limited to, when the award no longer advances agency priorities or the national interest.

1. Termination of a Subaward by the Pass-Through Entity

The pass-through entity may terminate a subaward in whole or in part for one of the following reasons identified in 2 C.F.R. § 200.340:

- a. If the subrecipient fails to comply with the terms and conditions of the federal award.
- b. With the consent of the subrecipient, in which case the pass-through entity and the subrecipient must agree upon the termination conditions. These conditions include the effective date and, in the case of partial termination, the portion to be terminated.
- c. If the pass-through entity's award has been terminated the pass-through recipient will terminate its subawards.

2. Termination by the Recipient or Subrecipient

The recipient or subrecipient may terminate the federal award in whole or in part for the following reason identified in 2 C.F.R. § 200.340: Upon sending FEMA or pass-through entity a written notification of the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if FEMA or pass-through entity determines that the remaining portion of the federal award will not accomplish the purposes for which the federal award was made, FEMA or pass-through entity may terminate the federal award in its entirety.

3. Impacts of Termination

- a. When FEMA terminates the federal award prior to the end of the period of performance due to the recipient's material failure to comply with the terms and conditions of the federal award, FEMA will report the termination in SAM.gov in the manner described at 2 C.F.R. § 200.340(c).
- b. When the federal award is terminated in part or its entirety, FEMA or pass-through entity and recipient or subrecipient remain responsible for compliance with the requirements in 2 C.F.R. §§ 200.344 and § 200.345.

4. Notification Requirements

- a. FEMA must provide written notice of the termination in a manner consistent with 2 C.F.R. § 200.341. The federal award will be terminated on the date of the notification unless stated otherwise in the notification.

5. Opportunities to Object and Appeal

- a. Where applicable, when FEMA terminates the federal award, the written notification of termination will provide the opportunity and describe the process to object and provide information challenging the action, pursuant to 2 C.F.R. § 200.342.

6. Effects of Suspension and Termination

- a. The allowability of costs to the recipient or subrecipient resulting from financial obligations incurred by the recipient or subrecipient during a suspension or after the termination of a federal award are subject to 2 C.F.R. 200.343.

M. Best Practices

While not a requirement in the DHS Standard Terms and Conditions, as a best practice: Entities receiving funds through this program should ensure that cybersecurity is integrated into the design, development, operation, and maintenance of investments that impact information technology (IT) and/ or operational technology (OT) systems. Additionally, “The recipient and subrecipient must take reasonable cybersecurity and other measures to safeguard information including protected personally identifiable information (PII) and other types of information.” [2 C.F.R. § 200.303\(e\)](#).

N. Payment Information

Recipients will submit payment requests in FEMA GO for FY 2025 awards under this program.

Instructions to Grant Recipients Pursuing Payments

FEMA reviews all grant payments and obligations to ensure allowability in accordance with [2 C.F.R. § 200.305](#). These measures ensure funds are disbursed appropriately while continuing to support and prioritize communities who rely on FEMA for assistance. Once a recipient submits a payment request, FEMA will review the request. If FEMA approves a payment, recipients will be notified by FEMA GO and the payment will be delivered pursuant to the recipients SAM.gov financial information. If FEMA disapproves a payment, FEMA will inform the recipient.

Processing and Payment Timeline

FEMA must comply with regulations governing payments to grant recipients. See [2 C.F.R. § 200.305](#). For grant recipients other than States, [2 C.F.R. § 200.305\(b\)\(3\)](#) stipulates that FEMA is to make payments on a reimbursement basis within 30 days after receipt of the payment request, unless FEMA reasonably believes the request to be improper. For state recipients, [2 C.F.R. § 200.305\(a\)](#) instructs that federal grant payments are governed by Treasury-State Cash Management Improvement Act (CMIA) agreements ("Treasury-State agreement") and default procedures codified at [31 C.F.R. part 205](#) and [Treasury Financial Manual \(TFM\) 4A-2000, "Overall Disbursing Rules for All Federal Agencies."](#) See [2 C.F.R. § 200.305\(a\)](#).

Treasury-State agreements generally apply to "major federal assistance programs" that are governed by [31 C.F.R. part 205, subpart A](#) and are identified in the Treasury-State agreement. [31 C.F.R. §§ 205.2, 205.6](#). Where a federal assistance (grant) program is not governed by subpart A, payment and funds transfers from FEMA to the state are subject to [31 C.F.R. part 205, subpart B](#). Subpart B requires FEMA to "limit a funds transfer to a state to the minimum amounts needed by the state and must time the disbursement to be in accord with the actual, immediate cash requirements of the state in carrying out a federal assistance program or project. The timing and amount of funds transfers must be as close as is administratively feasible to a state's actual cash outlay for direct program costs and the proportionate share of any allowable indirect costs." [31 C.F.R. § 205.33\(a\)](#). Nearly all FEMA grants are not "major federal assistance programs." As a result, payments to states for those grants are subject to the "default" rules of [31 C.F.R. part 205, subpart B](#).

If additional information is needed, a request for information will be issued by FEMA to the recipient; recipients are strongly encouraged to respond to any additional FEMA request for information inquiries within three business days. If an adequate response is not received, the request may be denied, and the entity may need to submit a new reimbursement request; this will re-start the 30-day timeline.

Submission Process

All non-disaster grant program reimbursement requests must be reviewed and approved by FEMA prior to drawdowns.

For all non-disaster reimbursement requests (regardless of system), please ensure submittal of the following information:

1. Grant ID / Award Number
2. Total amount requested for drawdown
3. Purpose of drawdown and timeframe covered (must be within the award performance period)
4. Subrecipient Funding Details (if applicable).
5. Is funding provided directly or indirectly to a subrecipient?
 - a. If **no**, include statement “This grant funding is not being directed to a subrecipient.”
6. If **yes**, provide the following details:
 - a. The name, mission statement, and purpose of each subrecipient receiving funds, along with the amount allocated and the specific role or activity being reimbursed.
 - b. Whether the subrecipient’s work or mission involves supporting aliens, regardless of whether FEMA funds support such activities.
 - c. Whether the payment request includes an activity involving support to aliens.
 - d. Whether the subrecipient has any diversity, equity, and inclusion practices.³

³ Pursuant to the preliminary injunction order issued on November 21, 2025, in *County of Santa Clara et al. v. Noem, et al.*, No. 25-cv-08330-WHO (N.D. Cal.), the DHS Standard Term and Condition titled "Federal Anti-Discrimination Laws Material to the Government’s Payment Decisions Under the False Claims Act" does not apply to awards or subawards issued to any of the plaintiffs subject to the preliminary injunction order while the order remains in effect. If the preliminary injunction is stayed, vacated, or extinguished, the term will immediately become effective.

Pursuant to the preliminary injunction order issued on November 21, 2025, in *City of Chicago et al. v. Noem, et al.*, No. 25-CV-12765 (N.D. Ill.), the DHS Standard Term and Condition titled "Federal Anti-Discrimination Laws Material to the Government’s Payment Decisions Under the False Claims Act" does not apply to awards or subawards issued to any of the plaintiffs subject to the preliminary injunction order while the order remains in effect. If the preliminary injunction is stayed, vacated, or extinguished, the term will immediately become effective.

Pursuant to the preliminary injunction order issued on October 31, 2025, in *City of Seattle v. Trump, et al.*, No. 2:25-cv-01435-BJR (W.D. Wa.), the DHS Standard Term and Condition titled "Anti-Discrimination" does not apply

7. Supporting documentation to demonstrate that expenses are allowable, allocable, reasonable, and necessary under [2 CFR part 200](#) and in compliance with the grant's NOFO, award terms, and applicable federal regulations.

All non-disaster grant program reimbursement requests must be reviewed and approved by FEMA prior to drawdowns.

O. Immigration Conditions

The term titled "Communication and Cooperation with the Department of Homeland Security and Immigration Officials" and paragraph (2)(a)(ii) of the term titled "Federal Anti-Discrimination Laws Material to the Government's Payment Decisions Under the False Claims Act" in the [FY 2026 DHS Standard Terms and Conditions](#) do not apply to any federal award under this funding opportunity.

10. Other Information

A. Period of Performance Extension

Extensions to the Period of Performance (POP) for this program are allowed.

Extensions to the POP identified in the award will only be considered through formal, written requests via FEMA GO and must contain specific and compelling justifications as to why an extension is required. Recipients are advised to coordinate with the FEMA Fire Program Specialist or Program Analyst as needed when preparing an extension request. Recipients should request extensions only under *exceptional* circumstances. Approval is not guaranteed. AFG grants with a two-year POP are not expected to need an extension, except for vehicle/apparatus awards.

Extension requests will be granted only due to compelling legal, policy, or operational challenges. Extension requests will only be considered for the following reasons:

1. Contractual commitments by the recipient or subrecipient with vendors prevent completion of the project, including delivery of equipment or services, within the existing POP;

to awards or subawards issued to any of the plaintiffs subject to the preliminary injunction order while the order remains in effect. If the preliminary injunction is stayed, vacated, or extinguished, the term will immediately become effective.

As stated above, Paragraph(2)(a)(ii) of the DHS Standard Term and Condition titled "Federal Anti-Discrimination Laws Material to the Government's Payment Decisions Under the False Claims Act" will not apply even if any of these preliminary injunctions are stayed, vacated, or extinguished.

2. The project must undergo a complex environmental review that cannot be completed within the existing POP;
3. Projects are long-term by design, and therefore acceleration would compromise core programmatic goals; or
4. Where other special or extenuating circumstances exist.

Recipients must submit all proposed extension requests to FEMA for review and approval at least 120 days prior to the end of the POP to allow sufficient processing time. The review process can take up to 30 calendar days or longer. Recipients should factor this review period into the timing of when to submit a request for an extension. Extensions are typically granted for no more than six-months.

All extension requests must address the following:

1. The grant program, fiscal year, and award number;
2. Reason for the delay –including details of the legal, policy, or operational challenges that prevent the final outlay of awarded funds by the deadline;
3. Current status of the activity or activities;
4. Approved POP termination date and new project completion date;
5. Amount of funds drawn down to date;
6. Remaining available funds, both federal and, if applicable, non-federal;
7. Budget outlining how remaining federal and, if applicable, non-federal funds will be expended;
8. Plan for completion, including milestones and timeframes for achieving each milestone and the position or person responsible for implementing the plan for completion; and
9. Certification that the activity or activities will be completed within the extended POP without any modification to the original statement of work, as described in the original statement of work and as approved by FEMA.

B. Other Information

a. Environmental Planning and Historic Preservation (EHP) Compliance

FEMA is required to consider effects of its actions on the environment and historic properties to ensure that activities, grants and programs funded by FEMA, comply with federal EHP laws, Executive Orders, regulations, and policies.

Recipients and subrecipients proposing projects with the potential to impact the environment or cultural resources, such as the modification or renovation of existing buildings, structures, and facilities, and/or new construction and/or replacement of buildings, structures, and facilities, must participate in the FEMA EHP review process. This includes conducting early engagement to help identify EHP resources, such as threatened or endangered species, historic properties, or communities with environmental justice concerns; submitting a detailed project description with supporting documentation to determine whether the proposed project has the potential to impact EHP resources; and, identifying mitigation measures and/or alternative courses of action that may lessen impacts to those resources.

FEMA is sometimes required to consult with other regulatory agencies and the public in order to complete the review process. Federal law requires EHP review to be completed before federal

funds are released to carry out proposed projects. FEMA may not be able to fund projects that are not in compliance with applicable EHP laws, Executive Orders, regulations, and policies. FEMA may recommend mitigation measures and/or alternative courses of action to lessen impacts to EHP resources and bring the project into EHP compliance.

EHP guidance is found at [Environmental Planning and Historic Preservation](#). The site contains links to documents identifying agency EHP responsibilities and program requirements, such as implementation of the National Environmental Policy Act and other EHP laws, regulations, and Executive Orders. DHS and FEMA EHP policy is also found in the [EHP Directive & Instruction](#).

All FEMA actions, including grants, must comply with National Flood Insurance Program (NFIP) criteria or any more restrictive federal, state, or local floodplain management standards ([44 C.F.R. § 9.11\(d\)\(6\)](#)). For actions located within, or that may affect, a floodplain or wetland, the following alternatives must be considered: a) no action; b) alternative locations; and c) alternative actions, including alternative actions that use natural features or nature-based solutions. Where possible, natural features and nature-based solutions shall be used. If not practicable as an alternative on their own, natural features and nature-based solutions may be incorporated into actions as minimization measures.

The GPD EHP screening form is located at https://www.fema.gov/sites/default/files/documents/fema_ehp-screening_form_ff-207-fy-21-100_5-26-2021.pdf.

Additionally, all recipients under this funding opportunity are required to comply with the FEMA GPD EHP Policy Guidance, FEMA Policy #108-1. https://www.fema.gov/sites/default/files/documents/fema_gpd-dhp-policy-guidance.pdf

b. Procurement Integrity

When purchasing under a FEMA award, recipients and subrecipients must comply with the federal procurement standards in [2 C.F.R. §§ 200.317 – 200.327](#). To assist with determining whether an action is a procurement or instead a subaward, please consult [2 C.F.R. § 200.331](#). For detailed guidance on the federal procurement standards, recipients and subrecipients should refer to various materials issued by FEMA’s Procurement Disaster Assistance Team (PDAT), such as the [Procurement Under Grants \(PUG\) Manual](#) and [Contract Provisions Guide](#). Additional resources, including a schedule of upcoming trainings can be found on the PDAT Website: <https://www.fema.gov/grants/procurement>.

Under [2 C.F.R. § 200.317](#), when procuring property and services under a federal award, states (including territories) and tribal governments must follow the same policies and procedures they use for procurements from their non-federal funds; additionally, states and tribal governments must now follow 2 C.F.R. § 200.321 regarding socioeconomic steps, 200.322 regarding domestic preferences for Procurements and 2 C.F.R. § 200.327 regarding required contract provisions. States, but not tribal governments, must also follow 200.323 regarding procurement of recovered materials.

Local government and nonprofit recipients or subrecipients must have and use their own documented procurement procedures that reflect applicable State, Local, Tribal, and Territorial

(SLTT) laws and regulations, provided that the procurements conform to applicable federal law and the standards identified in 2 C.F.R. Part 200.

1. Important Changes to Procurement Standards in 2 C.F.R. Part 200

On April 22, 2024, OMB revised parts of Title 2 of the Code of Federal Regulations, including procurement standards. These updates apply to all FEMA awards with a federal award date or disaster declaration date on or after October 1, 2024, unless stated otherwise. The revisions include changes to federal procurement standards, which outline how FEMA award recipients and subrecipients must make purchases under a FEMA award.

More information on OMB's revisions to the federal procurement standards can be found in [Purchasing Under a FEMA Award](#).

2. Competition and Conflicts of Interest

Under [2 C.F.R. § 200.319\(b\)](#), local government and nonprofit recipients or subrecipients must exclude contractors who develop or draft specifications, requirements, statements of work, or invitations for bids from competing for those procurements. FEMA considers these activities an organizational conflict of interest and extends this restriction to contractors who assist in preparing grant applications, project plans, or project budgets. Additionally, former employees are prohibited from managing the grant or executing a contract if they were involved in these activities while employed by the recipient or subrecipient.

Under this prohibition, federal funds cannot be used to pay a contractor to execute work if that contractor was also involved in developing the specifications, unless the recipient or subrecipient procured a contract for both development and execution in compliance with 2 C.F.R. §§ 200.317–200.327. This rule applies to all contracts funded with federal grant funds, including pre-award costs, such as grant writer fees, and post-award costs, such as grant management fees.

In addition to organizational conflicts of interest, situations considered to be restrictive of competition include, but are not limited to:

- Placing unreasonable requirements on firms for them to qualify to do business;
- Requiring unnecessary experience and excessive bonding;
- Noncompetitive pricing practices between firms or between affiliated companies;
- Noncompetitive contracts to consultants that are on retainer contracts;
- Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and
- Any arbitrary action in the procurement process.

Under [2 C.F.R. § 200.318\(c\)\(1\)](#), local government and nonprofit recipients or subrecipients are required to maintain written standards of conduct covering conflicts of interest and governing the actions of their employees engaged in the selection, award, and administration of contracts. No employee, officer, agent, or board member with a real or apparent conflict of interest may participate in the selection, award, or administration of a contract supported by the Federal

award. A conflict of interest includes when the employee, officer, agent, or board member, any member of their immediate family, their partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from an entity considered for a contract. An employee, officer, agent, and board member of the recipient or subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors. However, the recipient or subrecipient may set standards for situations where the financial interest is not substantial or a gift is an unsolicited item of nominal value. The recipient's or subrecipient's standards of conduct must also provide for disciplinary actions to be applied for violations by its employees, officers, agents, or board members.

Under [2 C.F.R. 200.318\(c\)\(2\)](#), if the local government and nonprofit recipient or subrecipient has a parent, affiliate, or subsidiary organization that is not a SLTT government, the recipient or subrecipient must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflict of interest means that because of a relationship with a parent company, affiliate, or subsidiary organization, the recipient or subrecipient is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization. The recipient or subrecipient must disclose in writing any potential conflicts of interest to FEMA or the pass-through entity in accordance with applicable FEMA policy.

3. Supply Schedules and Purchasing Programs

Generally, a recipient or subrecipient may seek to procure goods or services from a federal supply schedule, state supply schedule, or group purchasing agreement.

Information about General Services Administration (GSA) programs for state, local, and tribal governments, and their instrumentalities, can be found at [Programs for state and local governments and authorized organizations](#) and [help for state, local, and tribal governments to make MAS buys | GSA](#).

4. Procurement Documentation

Per [2 C.F.R. § 200.318\(i\)](#), local government and nonprofit recipients or subrecipients are required to maintain and retain records sufficient to detail the history of procurement covering at least the rationale for the procurement method, selection of contract type, contractor selection or rejection, and the basis for the contract price. States and tribal governments are reminded that in order for any cost to be allowable, it must be adequately documented per [2 C.F.R. § 200.403\(g\)](#).

Examples of the types of documents that would cover this information include, but are not limited to:

- Solicitation documentation, such as requests for quotes, invitations for bids, or requests for proposals;
- Responses to solicitations, such as quotes, bids, or proposals;
- Pre-solicitation independent cost estimates and post-solicitation cost/price analyses on file for review by federal personnel, if applicable;

- Contract documents and amendments, including required contract provisions; and
- Other documents required by federal regulations applicable at the time a grant is awarded to a recipient.

c. Financial Assistance Programs for Infrastructure

1. Build America, Buy America Act

Recipients and subrecipients must comply with FEMA’s implementation requirements of the Build America, Buy America Act (BABAA), which was enacted as part of the [Infrastructure Investment and Jobs Act §§ 70901-70927, Pub. L. No. 117-58 \(2021\)](#); and [Executive Order 14005, Ensuring the Future is Made in All of America by All of America’s Workers](#). See also [2 C.F.R. Part 184, Buy America Preferences for Infrastructure Projects](#) and [Office of Management and Budget \(OMB\), Memorandum M-24-02, Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure](#).

None of the funds provided under this program may be used for a project for infrastructure unless the iron and steel, manufactured products, and construction materials used in that infrastructure are produced in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

To see whether a particular FEMA federal financial assistance program is considered an infrastructure program and thus required to implement FEMA’s Build America, Buy America requirements, please see [Programs and Definitions: Build America, Buy America Act | FEMA.gov](#).

2. Waivers

When necessary, recipients (and subrecipients through their pass-through entity) may apply for, and FEMA may grant, a waiver from these requirements.

A waiver of the domestic content procurement preference may be granted by the agency awarding official if FEMA determines that:

- Applying the domestic content procurement preference would be inconsistent with the public interest, or
- The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality, or

- The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25%.

The process for requesting a waiver from the Buy America preference requirements can be found on FEMA's website at: ["Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov](#).

3. Definitions

For definitions of the key terms of the Build America, Buy America Act, please visit [Programs and Definitions: Build America, Buy America Act | FEMA.gov](#).

d. Mandatory Disclosures

The non-Federal entity or applicant for a federal award must disclose, in a timely manner, in writing to the federal awarding agency or pass-through entity all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award, [2 C.F.R. § 200.113](#).

e. Adaptive Support

Pursuant to [Section 504, of the Rehabilitation Act of 1973](#), recipients of FEMA financial assistance must ensure that their programs and activities do not discriminate against qualified individuals with disabilities.

f. Record Retention

1. Record Retention Period

Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award generally must be maintained for at least three years from the date the final FFR is submitted. See [2 C.F.R. §200.334](#). Further, if the recipient does not submit a final FFR and the award is administratively closed, FEMA uses the date of administrative closeout as the start of the general record retention period.

The record retention period **may be longer than three years or have a different start date** in certain cases.

2. Types of Records to Retain

FEMA requires that recipients and subrecipients maintain the following documentation for federally funded purchases:

- Specifications
- Solicitations
- Competitive quotes or proposals
- Basis for selection decisions
- Purchase orders
- Contracts

- Invoices
- Cancelled checks

h. Actions to Address Noncompliance

Non-federal entities receiving financial assistance funding from FEMA are required to comply with requirements in the terms and conditions of their awards or subawards, including the terms set forth in applicable federal statutes, regulations, NOFOs, and policies. Throughout the award lifecycle or even after an award has been closed, FEMA or the pass-through entity may discover potential or actual noncompliance on the part of a recipient or subrecipient.

In the case of any potential or actual noncompliance, FEMA may place specific conditions on an award per [2 C.F.R. §§ 200.208](#) and 200.339. FEMA may place a hold on funds until the matter is corrected, or additional information is provided per [2 C.F.R. § 200.339](#), or it may do both.

Similar remedies for noncompliance with certain federal civil rights laws are authorized pursuant to [44 C.F.R. Parts 7](#) and [19](#) or other applicable regulations.

If the noncompliance is not able to be corrected by imposing additional conditions or the recipient or subrecipient refuses to correct the matter, FEMA may take other remedies allowed under [2 C.F.R. § 200.339](#).

i. Audits

FEMA grant recipients are subject to audit oversight from multiple entities including the DHS OIG, the GAO, the pass-through entity, or independent auditing firms for single audits, and may cover activities and costs incurred under the award. Auditing agencies such as the DHS OIG, the GAO, and the pass-through entity (if applicable), and FEMA in its oversight capacity, must have access to records pertaining to the FEMA award.

11. Appendices

A. Appendix A – Changes

Appendix A contains a brief list of changes between FY 2024 and FY 2025 to the AFG Program. Changes to the FY 2025 AFG NOFO include:

1. Under Wellness and Fitness Activity: Priority 1 programs are now designated as **High Priority**, while Priority 2 programs are designated as **Medium Priority**.
2. Under Wellness and Fitness Activities: ineligible participants have been updated to anyone other than fire personnel, fire inspector, or EMS personnel.
3. Excess Funds restrictions have been updated.
4. Period of performance extensions and amendment requirements have been updated.
5. Props (single-use or permanent) essential for training programs requested in the application cannot exceed \$100,000 for Operations and Safety.

B. Appendix B – Programmatic Information and Priorities

Appendix B contains details on AFG Program information and priorities. Reviewing this information may help applicants make their application(s) more competitive.

1. Applicants sharing facilities:

Fire departments and nonaffiliated EMS organizations are recognized as distinct entities for AFG eligibility if they have distinct funding streams, personnel rosters, and EINs, even if they share the same facilities. Such entities sharing facilities may submit separate applications. However, applications to fund the same activity may require a review by FEMA to prevent the duplication of benefits.

2. Ineligible Applications and/or Organizations:

Examples of ineligible applications and/or organizations include:

- Nonaffiliated EMS organization requests for any activity that is specific or unique to structural/proximity/wildfire firefighting gear.
- Fire departments that are a federal government entity, or contracted by the federal government, and are solely responsible under a formally recognized agreement for suppression of fires on federal installations or land.
- Fire departments or nonaffiliated EMS organizations that are not independent entities but are part of, controlled by, or under the day-to-day operational command and control of a larger department, agency or AHJ.
- However, if a fire department is considered to be the same legal entity as a municipality or other governmental organization, and otherwise meets the eligibility criteria, that municipality or other governmental organization may apply on behalf of that fire department as long as the application clearly states that the fire department is considered part of the same legal entity.
- Fire-based EMS organization applying as a nonaffiliated EMS organization.
- Auxiliaries, hospitals, or fire service associations or interest organizations that are not the AHJ over the applicant.
- Dive teams, search and rescue squads, or similar organizations that do not provide medical transport.
- Fire departments, regional, or nonaffiliated EMS organizations that are for profit.
- State or local agencies, or subsets of any governmental entity, or any authority that do not meet the requirements as defined by 15 U.S.C. §2229 (a), (c).
- Submitting multiple applications for the same equipment or activity (e.g., SCBA under both Regional and Operations and Safety activities, or two applications for the same vehicle) may result in disqualification of both applications. This rule does not apply if an applicant is applying on behalf of multiple agencies (e.g., fire departments within the same county or city). In such cases, the applicant can request similar equipment, as long as the application clearly specifies the equipment and quantities for each agency. Multiple applications across regional and direct categories are allowed in this scenario.

Eligible Fire Department and nonaffiliated EMS applicants may submit only one application for each of the following application types: Individual Operations and Safety, Individual Vehicle, Regional Operations and Safety, and Regional Vehicle.

- For **Operations and Safety applications**, applicants may request multiple activities and multiple items within each activity.
- For **Vehicle applications**, applicants may submit one application for a vehicle activity (or activities) for their department and a separate application for a Regional vehicle. However, the same vehicle(s) cannot be requested in both applications.

All duplicate application submissions may be disqualified.

Supporting Definitions for this NOFO:

Authority having Jurisdiction (AHJ) is an organization, office, or individual responsible for enforcing the requirements of a code or standard, or for approving equipment, materials, and installation, or a procedure (Per NFPA 101, 2021 Edition: Life Safety Code).

Automatic Aid is a plan developed between two or more fire departments for immediate joint response on first alarms (Per NFPA 1710, 2020 Edition and NFPA 1720, 2020 Edition).

Career Fire Department, as defined in 15 U.S.C. § 2229, means a fire department that has an all-paid force of firefighting personnel other than paid-on-call firefighters.

Combination Fire Department, as defined in 15 U.S.C. § 2229, means a fire department that has paid firefighting personnel and volunteer firefighting personnel. FEMA considers a fire department with firefighting personnel paid a stipend, regardless of the amount, on a per event basis, or paid on-call, to be a combination fire department. This includes non-fire emergency medical service personnel of the department.

Firefighting Personnel, as defined in 15 U.S.C. § 2229, means individuals, including volunteers, who are firefighters, officers of fire departments, or emergency medical service personnel of fire departments.

Mutual Aid is a written intergovernmental agreement between agencies and/or jurisdictions stating that they will assist one another on request by furnishing personnel, equipment, and/or expertise in a specified manner (NFPA 1710 Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments, 2016 and 2020 edition; and NFPA 1720 Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Volunteer Fire Departments, 2020 Edition).

Metro Department is a metropolitan fire department that has a minimum staffing of 350 career firefighters as defined by the International Association of Fire Chiefs (IAFC). DHS/FEMA collects information on metro departments for statistical purposes only. Status as a metro department is not a factor in scoring or funding.

Non-federal airport and/or port authority fire or EMS organizations: are eligible only if they have a formally recognized arrangement with the local jurisdiction to provide fire suppression or emergency medical services on a first-due basis outside the confines of the airport or port facilities. Airport or port authority fire and EMS organizations whose sole responsibility is suppression of fires or EMS response on the airport grounds or port facilities are not eligible for funding under the AFG Program.

Primary First Due is a geographic area surrounding a fire station in which a company from that station is projected to be first to arrive on the scene of an incident.

State Fire Training Academies: A SFTA must be designated either by legislation or by a governor’s declaration as the sole fire service training agency within a state, territory, or the District of Columbia and recognized by the National Fire Academy. The designated SFTA shall be the only agency, bureau, division or entity within that state, territory, or the District of Columbia, to be an eligible SFTA applicant under the AFG Program.

Volunteer Fire Department, as defined in 15 U.S.C. § 2229, means a fire department that has an all-volunteer force of firefighting personnel that do not receive any compensation (does not include length of service award programs).

Community Classifications:

The information provided by the applicant organization in the Applicant Characteristics and Community Description sections of the AFG Program application determines whether FEMA classifies the jurisdiction as urban, suburban, or rural. This community classification influences the funding priority for the application.

The US Census Bureau’s urban/suburban/rural classifications are fundamentally a delineation of geographical areas. For more information, please visit the Census website at [Urban and Rural](#).

FY 2025 demographics for determining urban, suburban, or rural include:

Community	Urban	Suburban	Rural
Population of primary first due response area	>3,000 sq. mi. or 50,000+ Population	1,000-2,999/sq. mi. or 25,000-50,000 Population	0-999/sq. mi. or <25,000 Population
Water Supply (% of primary first due response area covered by hydrant service)	75-100% hydrants (municipal water)	50-74% hydrants	<50% hydrants

Land Use within primary first due response area	<25% for agriculture (based on zoning) >50% industrial and commercial combined	25%-49% used for agriculture (based on zoning) 25%-49% industrial and commercial combined	>50% used for agriculture (based on zoning) <25% industrial and commercial combined
Square miles within primary first due response area per station	<3 sq. mi. per station	3-9 sq. mi. per station	>10 sq. mi. per station

Applicants should review the funding priorities in Appendix B of this NOFO, categorized as "**High**," "**Medium**," or "**Low**." FEMA prioritizes funding for "**High**" priority items first. Requesting "**Medium**" or "**Low**" priority items may lower the overall application score. For Operations and Safety – Equipment, only "**High**" priority items will be considered for funding.

Restrictions on Uses of Award Funds:

AFG Program funds cannot be used for hiring (part-time or full-time), salaries, benefits, or fringe benefits (e.g., contributions for social security, insurance, workers' compensation, or retirement plans) for any personnel. However, the following personnel-related expenses are allowable:

- **Backfill and Overtime/Lost Wages:** Documented costs for backfill and/or overtime to support awarded training activities are eligible.
- **Instructor Rates:** Applicants must include instructor base rates in the application narrative, along with market-researched competitive rates for delivering the requested training.
- **Internal Instruction:** If training is provided by an existing member of the recipient organization, only the established base rate of compensation (excluding benefits or overtime) is eligible for reimbursement.

Recipients are encouraged to share the benefits of awarded activities with other organizations, such as filling SCBA cylinders, cleaning turnout gear, or offering excess training capacity. If costs associated with shared benefits (e.g., backfill, overtime, tuition) for members outside the recipient's department are included, the applicant must apply as a regional applicant.

Activity Alignment:

Items requested under Additional Funding must align with the same Activity area as the primary request. Improper requests with misaligned items may be disqualified.

Allowable Requests:

- **Rapid Intervention Team (RIT) Packs:** May be requested under the PPE activity if supporting an SCBA request. If not supporting an SCBA request, RIT packs must be requested under the Equipment activity.
- **PPE Gear Bags:** Eligible under the PPE activity only when associated with a PPE gear request.
- **Air Compressor/Fill Station/Cascade Systems (Fixed or Mobile):** May be requested under the PPE activity in support of a Regional SCBA request. If not supporting an SCBA request, these items must be requested under the Equipment activity.
- **PPE Gear Washer/Extractor/Dryer:** May be requested under the PPE activity in support of a PPE gear request. If not supporting a PPE gear request, these items must be requested under the Equipment activity.

Application Requirements:

- **Dropdown Selection:** Items must be requested using the appropriate individual item dropdowns in the application. For example, nozzles and appliances should be requested under the "Appliance(s)/Nozzle(s)" option, not under the "hose (Attack/Supply)" dropdown.
- **Bundled Requests:** Bundled item requests must include detailed information on the number of units and cost per individual component. Requests without these details will not be considered for funding.

Funding Priorities: Operations and Safety – Training

Overview FEMA has determined that hands-on, instructor-led training, which adheres to a national, state, or DHS-adopted standard and leads to a national or state certification, offers the greatest training benefit. All of the following are considerations in pre-scoring and peer review determinations: **High (H)**, **Medium (M)**, **Low (L)**

Fire Department, Regional, and SFTA Training Priorities by Purpose	
H	Training evaluated using national or state standards
H	Training that brings a department into compliance with recommended NFPA or other national standards
H	Instructor-led training that requires student testing to demonstrate academic competence or practical proficiency
Fire Department, Regional, and SFTA Training Priorities by Purpose	
H	Training that benefits the highest percentage of applicable personnel, such as the hazardous materials training within a fire department or training that will be open to other eligible organizations
M	Training that does not result in certification

M	Training that is self-directed/validated			
L	Training that will address an identified risk but not associated with compliance to any standards			
Fire Department and Regional Training Priorities by Course Type				
Training	NFPA #	Urban	Suburban	Rural
Firefighter I, II	1001	H	H	H
Fire/Emergency Services Instructor	1041	H	H	H
Hazardous Materials Response- Awareness, Operations, Technician	470	H	H	H
Infection Control	1581	H	H	H
Confined Space Response- Awareness, Operations, Technician	2500	H	H	H
Wildland firefighting (basic)	1140	H	H	H
Wildland firefighting certification (red card)	1140	H	H	H
Wildland Fire Officer	1051	H	H	H
Rapid Intervention Training	1407	H	H	H
Fire Officer	1021	H	H	H
Emergency Medical Responder	N/A	H	H	H
Emergency Medical Technician	N/A	H	H	H
Advanced Emergency Medical Technician to Paramedic	N/A	H	H	H
Paramedic	N/A	H	H	H

Paramedic to Community Paramedic	N/A	H	H	H
Firefighter Safety and Survival	1407	H	H	H
Safety Officer	1026,1521	H	H	H
Fire Apparatus Driver/Operator	1002	H	H	H
Fire Prevention	1037,1730	H	H	H
Fire Inspector	1031	H	H	H
Fire Investigator	921,1033	H	H	H
Fire Educator	1035	H	H	H
NIMS/Incident Management System (IMS)	1026,1561	H	H	H
Emergency Scene Rehab	1584	H	H	H
Critical Incident Debriefing/Crisis Intervention	1500	H	H	H
Any training to a National/State or NFPA standards	N/A	H	H	H
Fire Department and Regional Training Priorities by Course Type				
Training	NFPA #	Urban	Suburban	Rural
Compliance with federal/state- mandated program	N/A	H	H	H
Technical Rescue- Operations, Technician	1006, 2500	H	H	H
Vehicle Rescue	2500	H	H	H
Another officer	1021	H	H	M

Aircraft Rescue Firefighting (ARFF)	440, 460,1003	H	H	M
Weapons of Mass Destruction (WMD)	470	H	H	H
Mass Casualty	N/A	H	H	H
Fire Department and Regional Training Priorities by Course Type				
Training	NFPA #	Urban	Suburban	Rural
Training to address a local risk not elevated to a national or state	N/A	M	M	M
Specialized Training	N/A	M	M	M
Maritime Firefighting	1005, 1405,1910	L	L	L
Instructor-led training that does not lead to certification	N/A	L	L	L
Self-taught courses	N/A	L	L	L
Training not elevated to a national or state standard	N/A	L	L	L

Funding Priorities for Fire Departments and Nonaffiliated EMS Organizations Training

The AFG Program provides training grants to help fire departments and nonaffiliated EMS personnel meet educational and performance requirements. Training should align with the U.S. National highway Traffic Safety Administration's National Standard Curriculum for Emergency Medical Technician (EMT) training and the National Registry of Emergency Medical Technicians (NREMT), which maintains a national standard and provides certification information for paramedics relocating to another state.

Higher Priority Training Activities:

FEMA assigns higher priority to the following training activities due to the time and cost associated with upgrading an organization's response level:

- Upgrading from Emergency Medical Responder (EMR) to EMT.
- Upgrading from Advanced EMT (AEMT) to Paramedic.

- Training Community Paramedics.

Organizations seeking to train a high percentage of active EMRs will receive additional consideration when applying under the Training activity.

Eligible Training Activities for Fire Departments and Regional Applications include but are not limited to:	
• Train-the-trainer courses • Alternative fuel firefighting • Response to natural disasters • Minor interior alterations, requested under Additional Funding and limited to \$10,000 total expenditure to support the awarded Training activities (e.g., removal/construction of a non-weight bearing wall) • Overtime expenses paid to career firefighters to attend training or to backfill positions for colleagues who are in training • Rental of facilities to conduct training • Rental of Audio/Visual equipment • Travel expenses associated with attendance at a formal training course or conference (air/rail transportation, mileage, lodging expenses, etc.) • Compensation to volunteers (Fire and nonaffiliated EMS) for wages lost to attend training; there is no overtime or backfill for volunteers • Tuition, exam/course fees, and certifications/certification expenses	• Purchase of training curricula and training services (instructors) • Chemical Biological Radiological Nuclear and Explosive (CBRNE) awareness, performance, planning, and management • Travel expenses associated with Type 3 Incident Management Teams (IMT) attending position development/mentoring assignment with national Type 2 or Type 1 IMTs • Supplies or expendables or one-time use items essential for an award's scope of work, such as foam, breaching materials (e.g., wood or sheetrock) for ventilation or rescue props, or the amount of fuel required to sustain an awarded live fire training activity, or per NFPA 1403 Standard on Live Fire Training Evolutions, reasonable safety mitigations to a structure acquired for training • Props (single-use or permanent) essential for training programs requested in the application cannot exceed \$100,000 per prop for Operation and Safety requests; this does not apply to SFTA requests.
Ineligible Training Activities for Fire Departments and Regional Applications include but are not limited to:	

• Construction of facilities (buildings, towers, sheds, etc.) • Firefighting equipment or PPE, such as SCBA, used exclusively for training • Remodeling not directly related to grant activities • Any costs associated with planning and/or participating in formal or planned special event exercises to identify user needs, evaluate an organization's performance capabilities, validate existing capabilities, or to facilitate coordination and asset sharing • Firefighting equipment and PPE rental, as well as training facility personnel costs (such as facility maintenance, cleaning, safety officer services, etc.)	• Site preparation to accommodate or modify any training activity, facility, or prop that is a permanent or semi-permanent improvement, including but not limited to: landscaping, cutting or grading an access road, trenching, paving a training area, exterior stairs or sidewalks, or the installation of utilities • Purchase or lease of real estate (this does not preclude departments from securing necessary training facilities such as classrooms, use of towers, training props, etc.) • Purchase of Unmanned Aerial Vehicles (UAVs) and Drones • Food and beverages
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Eligible Training Activities for Nonaffiliated EMS include but are not limited to:	
• EMR • EMT • AEMT • AEMT to Paramedic • Paramedic (applicant must clearly demonstrate plan to accomplish paramedic training within the period of performance) • Community Paramedics (paramedics with Primary Care certification) • Travel expenses associated with attendance at a formal training course or conference: air/rail transportation, mileage, hotel/lodging expenses, etc. (Note: Food and beverages are ineligible travel expenses)	• Attendance at formal training forums or conferences providing continuing education credits • Overtime expenses paid to career nonaffiliated EMS responders to attend training or to backfill positions for colleagues who are in training • Compensation to volunteers for wages lost to attend training (there is no overtime or backfill for volunteers) • Supplies or expendables or one-time use items essential to complete the training activity of a nonaffiliated EMS award's scope of work; examples include bandages, splints, expendable respiratory supplies, etc.

Operations and Safety – Equipment Overview

AFG grants fund equipment for effective response, firefighting, rescue and emergency medical operations to enhance public safety.

Reminder: When requesting training for any items in this section, enter the request under “Additional Funding” in the “Request Details” section of the application. Clearly specify the type and scope of training, timeframe, and other relevant details in the item description section. The training must be directly related to the use of the equipment (e.g., vendor training) and must not duplicate courses listed under the Training activity.

Also note:

- Accountability Systems: these should be requested under the Equipment activity.
- Simulators, Tow Vehicles, and Fire/Evolution Props: All mobile or fixed fire/evolution props (e.g., burn trailers, forcible entry, or rescue/smoke mazes) are located under the Equipment activity.
- Monitors/Defibrillators: Requests should be based on the number of transport and non-transport ALS response vehicles in the fleet (e.g., medic engine, medic chase vehicle, ALS ambulance).
- P-25 Compliant Portable Radios: Requests must be based on the number of seated riding positions or active department members and must be justified in the request narratives.
- P-25 Mobile Radios: Requests must be based on the number of vehicles in the fleet.
- Replacement of Obsolete or Damaged Equipment: Requests must ensure the applicant meets applicable industry, local, state, and national standards.
- Equipment Product Lifecycles: Equipment is categorized by age as Short (5–7 years), Intermediate (8–14 years), or Long (15–20 years). Items are compared only to others within the same lifespan category to ensure fair scoring. The product lifespan does not affect the score but ensures even comparison of similar equipment types.

All of the following are considerations in pre-scoring and peer review determinations:

Only high (H) priority equipment items listed below will be considered for funding.

Priority	Age Category	Fire and Fire Regional	SFTA
BASIC EQUIPMENT			
M H	Intermediate	Air Compressor/Fill Station/Cascade System (Fixed or Mobile) for filling SCBA. Fire Department applicants - M Regional Applicants - H	Air Compressor/Fill Station/Cascade System (Fixed or Mobile) for filling SCBA – H
H	Long	Appliance(s)/Nozzle(s)	Appliance(s)/Nozzle(s)
H	Long	Basic hand Tools (Structural/Wildfire)	Basic hand Tools (Structural/Wildfire)
M H	Intermediate	Electric/Gas Powered Saws/Tools - M	Electric/Gas Powered Saws/Tools - H
M H	Short	Fit Tester - M	Fit Tester – H
Priority	Age Category	Fire and Fire Regional	SFTA
M H	Long	Foam Eductors - M	Foam Eductors - H

H	Intermediate	Hose (Attack/Supply)	Hose (Attack/Supply)
H	Short	Immediately Dangerous to Life or Health (IDLH) Monitoring Equipment	IDLH Monitoring Equipment
H	Immediate	IDLH Protection for Investigators (this is single-use respiratory protection)	
M H	Long	Ladders - M	Ladders - H
M H	Short	Personal Accountability Systems - M	Personal Accountability Systems - H
H	Intermediate	PPE Washer/Extractor/Dryer (Turnout)	PPE Washer/Extractor/Dryer (Turnout)
M	Intermediate	Respirator Decontamination System (SCBA)	Respirator Decontamination System (SCBA)
M H	Intermediate	Props - M	Props - H
H	Intermediate	RIT Pack/Cylinder	RIT Pack/Cylinder
M	Intermediate	Generator – Portable	Generator – Portable
M H	Intermediate	Tech Rescue (Ropes, Harnesses, Carabiners, Pulleys, etc.) - M	Tech Rescue (Ropes, Harnesses, Carabiners, Pulleys, etc.) - H
M H	Short	Simulators (including virtual) - M	Simulators (including virtual) - H Repairs and upgrades (non-construction) to existing Simulators - H
H	Short	Thermal Imaging Camera (Must be NFPA 1801 compliant)	Thermal Imaging Camera (Must be NFPA 1801 compliant)
L M H	Short	Software and Learning Management System (LMS) to support training for Fire Departments - L Software and LMS to support training for Regional - M	Software and LMS to support training - H
M	Short	Computers used in support of training	Computers used in support of training
H	Short	Vehicle Mounted Exhaust Systems	Vehicle Mounted Exhaust Systems
M	Short	Mobile computing devices intended to be used on scene (Tablets)	Mobile computing devices intended to be used on scene (Tablets)
COMMUNICATIONS			
M H	Intermediate	Base Station (must be P-25 Compliant) - M	Base Station (must be P-25 Compliant) - H
M H	Intermediate	Headsets - M	Headsets - H

M H	Intermediate	Mobile Radios (must be P-25 Compliant) - M	Mobile Radios (must be P-25 Compliant) - H
M H	Intermediate	Mobile Repeaters (must be P-25 Compliant) - M	Mobile Repeaters (must be P-25 Compliant) - H
M H	Intermediate	Pagers (limited to number of active members) - M	Pagers (limited to number of active members) - H
H	Intermediate	Portable Radios (must be P-25 compliant)	Portable Radios (must be P-25 compliant)
M	Intermediate	Mobile Data Terminal (MDT)	MDT
Priority	Age Category	Fire and Fire Regional	SFTA
M	Short	Software specifically to enable Radio over IP (RoIP)	Software specifically to enable RoIP
EMS EQUIPMENT			
H	Short	Airway Equipment (Non-Disposable)	Airway Equipment (Non-Disposable)
H	Short	CPAP Device (Non-Disposable)	CPAP Device (Non-Disposable)
H	Short	Suction Unit (Non-Disposable)	Suction Unit (Non-Disposable)
H	Short	Automated External Defibrillators (AEDs) BLS Level	AEDs BLS Level
H	Short	Automatic Chest Compression Device (CPR)	Automatic CPR
H	Short	EMS Training Aids	EMS Training Aids
H	Short	Monitor/Defibrillator	Monitor/Defibrillator
H	Intermediate	Power Lift Cot	Power Lift Cot
H	Intermediate	Power Lift System	Power Lift System
H	Short	Pulse Oximeters	Pulse Oximeters
H	Short	Responder Rehab Equipment	Responder Rehab Equipment
H	Short	Power Stair Chair	Power Stair Chair
H	Short	Patient Carbon Monoxide Monitor	Patient Carbon Monoxide Monitor
H	Short	Capnography/Capnometer Device	Capnography/Capnometer Device
M	Short	O2 Kit	O2 Kit
M	Short	Non-Disposable Splints	Non-Disposable Splints
L	Intermediate	Stretcher	Stretcher
L	Intermediate	Backboard	Backboard
L	Short	Trauma Bag	Trauma Bag
L	Short	Mass Casualty Kit	Mass Casualty Kit

L	Short	Portable Lift System (i.e., devices, hydraulic or electrical, used to assist with the lifting of patients that are not associated with cots or stair chairs)	Portable Lift System (i.e., devices, hydraulic or electrical, used to assist with the lifting of patients that are not associated with cots or stair chairs)
EXTRICATION			
M H	Intermediate	Cutter/Spreader - M	Cutter/Spreader - H
M H	Intermediate	Vehicle Extrication Equipment - M	Vehicle Extrication Equipment - H
HAZARDOUS MATERIALS			
M	Intermediate	Basic HazMat Response Equipment	Basic HazMat Response Equipment
M	Intermediate	Decon, Clean-Up, Containment and Packaging Equipment	Decon, Clean-Up, Containment and Packaging Equipment
M	Short	Sampling Devices (HazMat)	Sampling Devices (HazMat)
SPECIALIZED			
H	Intermediate	Skid Unit	Skid Unit
M	Intermediate	Air Quality Device	Air Quality Device
M	Intermediate	Boats	Boats
M	Short	Marine equipment (NFPA 1910: Standard on Marine Fire-Fighting Vessels)	Marine equipment (NFPA 1910: Standard on Marine Fire-Fighting Vessels)
M	Intermediate	Mobile Generator	Mobile Generator

Priority	Age Category	Fire and Fire Regional	SFTA
M	Intermediate	Portable Pump	Portable Pump
L	Short	Specialized Equipment (Other)	Specialized Equipment (Other)
CHEMICAL BIOLOGICAL RADIOLOGICAL NUCLEAR EQUIPMENT (CBRNE)			
L	Short	CBRNE-related Equipment	CBRNE-related Equipment
L	Short	Non-Disposable Biological Detection	Non-Disposable Biological Detection
Priority	Age Category	Tow Vehicles	Applicant Type
Note: Tow vehicles may be applied for under different application types with differing priority levels. Please reference the chart below when applying for tow vehicles.			
H	Long	Tow Vehicle	SFTA
M	Long	Tow Vehicle	Regional
L	Long	Tow Vehicle	Fire Department
Priority	Age Category	Nonaffiliated EMS	Nonaffiliated EMS Regional

COMMUNICATIONS			
H	Intermediate	Base Station (must be P-25 Compliant)	Base Station (must be P-25 Compliant)
H	Intermediate	Mobile Radios (must be P-25 Compliant)	Mobile Radios (must be P-25 Compliant)
H	Intermediate	Mobile Repeaters (must be P-25 Compliant)	Mobile Repeaters (must be P-25 Compliant)
H	Intermediate	Pagers (limited to number of active members)	Pagers (limited to number of active members)
H	Intermediate	Portable Radios (must be P-25 Compliant, limited to number of AFG Program-approved seated positions)	Portable Radios (must be P-25 Compliant, limited to number of AFG Program-approved seated positions)
M	Intermediate	Mobile Data Terminal	Mobile Data Terminal
M	Intermediate	Headsets	Headsets
M	Short	Software specifically to enable RoIP	Software specifically to enable RoIP
EMS EQUIPMENT			
H	Short	ALS/BLS Equipment	ALS/BLS Equipment
H	Short	Airway Equipment (Non-Disposable)	Airway Equipment (Non-Disposable)
H	Short	AEDs BLS Level	AEDs BLS Level
H	Short	Automatic CPR	Automatic CPR
H	Short	EMS Training Aids	EMS Training Aids
H	Short	CPAP Device (Non-Disposable)	CPAP Device (Non-Disposable)
H	Short	Monitor/Defibrillator - 15 leads	Monitor/Defibrillator - 15 leads
H	Intermediate	Power Lift Cot	Power Lift Cot
H	Intermediate	Power Lift System	Power Lift System
H	Short	Responder Rehab Equipment	Responder Rehab Equipment
H	Short	Suction unit	Suction unit
H	Intermediate	Power Stair Chair	Power Stair Chair

Priority	Age Category	Nonaffiliated EMS	Nonaffiliated EMS Regional
H	Short	Patient Carbon Monoxide Monitor	Patient Carbon Monoxide Monitor
H	Short	Capnography/Capnometer Device	Capnography/Capnometer Device
M	Short	O2 Kit	O2 Kit
M	Short	Non-Disposable Splints	Non-Disposable Splints

L	Intermediate	Stretchers	Stretchers
L	Intermediate	Backboards	Backboards
L	Short	Trauma Bag	Trauma Bag
L	Short	Mass Casualty Kit	Mass Casualty Kit
M	Short	Computers used in support of training	Computers used in support of training
M	Short	Mobile computing devices intended to be used on scene (tablets)	Mobile computing devices intended to be used on scene (tablets)
H	Short	Vehicle Mounted Exhaust Systems	Vehicle Mounted Exhaust Systems
L	Short	Portable Lift System (i.e., devices, hydraulic or electrical, used to assist with the lifting of patients that are not associated with cots)	Portable Lift System (i.e., devices, hydraulic or electrical, used to assist with the lifting of patients that are not associated with cots)
HazMat			
M	Intermediate	Basic HazMat Response Equipment	Basic HazMat Response Equipment
M	Intermediate	Decon, Clean-Up, Containment and Packaging Equipment	Decon, Clean-Up, Containment and Packaging Equipment
M	Short	Sampling Devices (HazMat)	Sampling Devices (HazMat)

Fire Department, Nonaffiliated EMS, Regional, and SFTA Equipment Priorities		
Priority	Purpose of Request	Definition
H	Obtain equipment needed but not currently owned or replace equipment that is broken and/or damaged beyond repair to achieve minimum operational and deployment standards for existing missions	Applies to requests for equipment needed, and not currently owned, to achieve minimum operational and deployment standards for a department's existing mission requirements. This includes equipment that is no longer usable because it is broken and/or damaged beyond repair.
H	Replace noncompliant equipment to current standard	Applies to equipment that is deemed obsolete and/or is out of compliance with current standards for that type of equipment. Equipment requested under this reason for purchase has not been deemed inoperable, and while it may not be compliant with current standards it is not broken, damaged, or otherwise unusable.

M	Obtain equipment for new mission	Applies to requests for equipment, supplies, or inventories that are intended to fulfill minimum service requirements associated with new missions that a department is taking on and building the capability for but has not been previously fulfilled. For example, this may include, but is not limited to, establishing a new HazMat capability or Swift Water Rescue capability.
Fire Department, Nonaffiliated EMS, Regional, and SFTA Equipment Priorities		
Priority	Purpose of Request	Definition
L	Upgrade technology to current standard	Applies to requests for equipment that may or may not be owned, but newer technology is available.
Eligible Equipment Activities for Fire Department, Nonaffiliated EMS, Regional, and SFTA include but are not limited to:		
- Shipping, taxes, assembly, and installation of the requested equipment - Extended warranties and service agreements if acquired concurrent with initial acquisition - Minor interior alterations (requested under Additional Funding and limited to \$10,000 total expenditure) to support the awarded Equipment activities (e.g., removal/ construction of a non-weight bearing wall) - Equipment for response to incidents involving CBRNE/WMD - Training specific to the requested equipment		- Requested support activities for equipment requiring supplies or expendables or “onetime” use items essential for an award’s scope of work, such as foam, breaching materials (e.g., wood or sheetrock) for ventilation or rescue props, or the amount of fuel required to sustain an awarded live fire training activity, or per NFPA 1403 Standard on Live Fire Training Evolutions, reasonable safety mitigations to a structure acquired for training - Subscriptions necessary for the operation of the awarded equipment and purchased concurrently within the POP - Computing device may be considered for reimbursement if essential to the operation of the funded equipment.
Ineligible Equipment Activities Fire Department, Nonaffiliated EMS, Regional, and SFTA include but are not limited to:		
- Construction of facilities, such as buildings, towers, or sheds to house communications - All fixed non-mobile repeaters or fixed site amplifiers - Sirens or other outdoor warning devices - Signage of any kind - Phones (telephone/satellite/cell) and carrier plans		- Utility Vehicles and All-Terrain Vehicles (UTV/ATV) - UAVs and Drones - Bomb disposal equipment and robots - Mobile radios for personally owned vehicles (except Chief Fire Officer’s personal vehicle if justified) - Supplies or expendables or common one-time use items such as foam, soaps, disinfectant wipes, medical gowns/gloves, bandages, any

• Investments in emergency communications systems and equipment must meet applicable SAFECOM Guidance • Personal Safety/Rescue Bailout System (PPE) • Computer assisted dispatch (CAD) systems and software, geographic information systems (GIS), dispatch consoles, workstations and office furniture • Nonaffiliated EMS expendable supplies (including but not limited to medications) • Vehicle mounted fans	• drug, intravenous bags/fluids, defibrillator pads/electrodes, syringes, cervical collars, batteries, exhaust system filters and splints • Flashover or other simulators/props that do not meet NFPA 1402 or 1403 standard (homemade or aftermarket simulators) • Subscriptions, memberships, equipment rental or lease to purchase • Refurbished equipment
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Key Requirements for Interoperable Communications Equipment under the AFG Program:

- **Eligibility:** the acquisition of P-25 compliant interoperable communications equipment is the only eligible activity for interoperable communications equipment under the AFG Program.
- **P-25 Compliance:**
 - P-25 compliant equipment features a digital platform that is programmable, scalable, and capable of communicating in analog mode with legacy radios, as well as in both analog and digital modes with other P-25 equipment.
 - P-25 compliance enhances interoperability, enabling first responders to effectively communicate and coordinate during all-hazard responses.
 - Non-P-25 compliant equipment is not allowed, and no waivers for P-25 compliance will be granted.
- **SAFECOM Guidance:** Recipients must comply with the SAFECOM Guidance for Emergency Communication Grants, including technical standards that ensure and enhance interoperable communications.
- **Documentation Requirements:** Recipients must obtain and retain documented evidence that the equipment has been tested and meets all applicable P-25 compliance requirements. This documentation must be available for submission to FEMA upon request.
- **Application Affirmation:** While applicants are not required to specify a particular P-25-compliant product in their application narrative, they must affirm that the requested or acquired interoperable communications equipment will meet P-25 compliance standards.
- **Note:** Recipients using FY 2025 AFG Program funds for emergency communications activities must review and comply with the SAFECOM Guidance for Emergency Communication Grants available at SAFECOM Guidance. This guidance includes provisions on technical standards to ensure and enhance interoperable communications.

Emergency communication equipment, such as portable radios, must adhere to these standards. Additionally, recipients must ensure their projects align with their state's Statewide Communications Interoperability Plan (SCIP) to support coordinated and effective emergency communications. Operations and Safety – PPE Overview AFG Program funds may only be used to acquire new, compliant PPE for firefighting and nonaffiliated EMS personnel. Only PPE compliant with the most current editions of NFPA 1971, 1977, 1981, and/or 1999 is eligible. The acquisition of used, refurbished, or updated PPE is ineligible for reimbursement. PPE requests should prioritize increasing firefighter safety. Replacement and Inventory Requirements: When requesting to replace or purchase new PPE (e.g., Turnout Gear or SCBA), applicants must provide the age of the items being replaced.

- Accurately describe and account for all PPE items in the current inventory within the application narrative.

PFAS-Free PPE:

- Exposure to Per- and Polyfluoroalkyl Substances (PFAS) has been linked to cancer and other health effects.
- Recipients are strongly encouraged to:
- Ask vendors about compliance with PFAS-free materials.
- Purchase PFAS-free gloves, hoods, boots, and other items where readily available.

Noncompliance and Replacement Guidelines:

- Based on NFPA 1851, PPE (including SCBA) is considered noncompliant if:
- It is at least 10 years old and 2 NFPA cycles behind the current standard.
- PPE less than 10 years old and 2 NFPA cycles behind may be eligible for replacement if it is deemed damaged, unsafe, or unrepairable, with sufficient justification provided.

High-Priority Requests:

- **SCBA Face Pieces:**
 - Requesting or replacing an SCBA face piece for each operational member is a **High Priority**.
 - Additional face pieces beyond those included with SCBA units must be requested as separate line items (e.g., if 35 face pieces are needed but only 25 SCBA units are requested, the remaining 10 face pieces must be listed separately).
- **Complete Gear Sets:**
 - **Structural/Proximity PPE Turnout Gear (NFPA 1971 Compliant):**
 - One pair of pants, one coat, one helmet, two hoods, one pair of boots, two pairs of gloves, one pair of suspenders, and one pair of goggles.
 - If statutorily required, additional PPE (e.g., Personal Safety/Rescue Bailout Systems) will be considered part of a complete set.
 - **EMS PPE Turnout Gear (NFPA 1999 Compliant):**
 - One pair of pants, one coat, one helmet, one pair of boots, one pair of gloves, one pair of suspenders, and one pair of goggles.

- **Wildfire PPE Turnout Gear (NFPA 1977 Compliant):**
 - One pair of pants, one coat, one jumpsuit, one helmet, one pair of boots, one pair of gloves, one pair of suspenders, one pair of goggles, one fire shelter, web gear, backpack, and canteen/hydration system.
- **Additional Funding:**
 - **PPE Gear Bags and RIT Packs:** Eligible for request under Additional Funding to support PPE or SCBA requests.
 - **SCBA Units:** A complete SCBA unit includes a harness/backpack, one face piece, and two cylinders.
 - **Proper Fit Considerations:**
 - Recipients should prioritize **proper fitting gear**, including considerations for **female firefighters**.
- **Training Requirements:**
 - Applicants must certify that all grant-funded PPE will only be used by **sufficiently trained personnel**. Failure to meet this requirement will result in the request being deemed ineligible.
 - If training is requested to support a PPE activity, it must be entered in the “**Additional Funding**” section of the “**Request Details**” in the application.

The following are considerations in pre-scoring and peer review determinations:

Fire Department, Nonaffiliated EMS, Joint/Regional, and SFTA PPE Priorities		
Priority	Purpose of Request	Definitions
H	Increase supply for new hires and/or existing firefighters that do not have one set of turnout gear (PPE) or allocated seated positions (SCBA). This includes replacing out of service PPE-Turnout Gear and SCBA.	Applies to PPE-Turnout Gear for new firefighters (i.e., new hires or volunteer recruits) and/or existing firefighters that do not currently have one set of PPE-Turnout Gear, and to add SCBA to fill seated riding positions that do not currently have SCBA.
H	Replace in-service or in-use damaged/ unsafe/unrepairable PPE/SCBA to meet current standard	Applies to PPE-Turnout Gear and SCBA that is deemed damaged unsafe and unrepairable yet still in use at the time of application.
H	Replace in-service/in-use/expired/ noncompliant PPE/SCBA to current standard	Applies to PPE-Turnout Gear or SCBA that is deemed obsolete and/or is out of compliance with current standards. PPE-Turnout Gear or SCBA to be replaced is not compliant with

		current standards; it is not broken, damaged or otherwise unusable.
L	Replace PPE/SCBA to upgrade technology to current standard	Applies to PPE-Turnout Gear or SCBA that is less than 10 years old for PPE-Turnout Gear or compliant within two NFPA cycles for SCBA.
Additional Considerations for Fire Department, Nonaffiliated EMS, Joint/Regional, and SFTA for PPE or SCBA Priorities		
- Higher priority is given to the age of requested PPE, reason for purchase/replacement, priority. Applicant's call volume is a lesser factor. Applicants will be required to provide the age of the PPE being replaced. - Applicants with the oldest PPE and/or trying to bring the department into 100% NFPA compliance or the number of active members who will have compliant gear.		
PPE List		
Structural/Proximity H		
- American National Standards Institute (ANSI) Traffic Vests - Boots - Coats - Complete Set of Turnout Gear - Gloves - Goggles	- Helmets - Hoods - Pants - Pass Devices - Personal Safety/Rescue Bailout System - Suspenders	
Respiratory H		
- Air-Line Unit - Face Pieces - Respirators	- SCBA Spare Cylinders - SCBA (SCBA Unit includes Harness/Backpack, Face Piece, and two cylinders)	
Wildfire H		
- Jumpsuits/Coveralls - Boots - Coats - Pants - Suspenders	- Goggles - Shelters - Web Gear/Backpacks - Canteens/Hydration Systems - Helmets	
Specialized PPE M		

• Ballistic Protective Equipment (BPE), which includes one vest, one helmet, one triage bag, one pair of goggles • Chemical/Biological Suites (must conform to NFPA 1990 2022 edition)	• Extrication Clothing/Rescue Clothing • Proximity Suits • Splash Suits • Wet and Dry Suits • Encapsulated Suits
Eligible PPE Activities for Fire Department, Nonaffiliated EMS, Joint/Regional and SFTA include but are not limited to:	
• ANSI approved retroreflective highway apparel • Training for requested PPE • Turnout gear bags	• Customized helmet shields • Level C suits • Personal Safety/Rescue Bailout System • Face Pieces Regulators
Ineligible PPE Activities for Fire Department, Nonaffiliated EMS, Joint/Regional and SFTA include but are not limited to:	
• Three-quarter length rubber boots • Uniforms (formal/parade or station/duty) and uniform items (hats, badges, etc.) • PPE gear bags (ineligible unless requested as additional funds in association with a PPE request) • RIT packs (ineligible unless requested as additional funds in association with SCBA request) • Air Compressor/Fill Station/Cascade Systems (ineligible unless requested as additional funds in association with a Regional SCBA request) • PPE gear washer/extractor/dryer (ineligible unless requested additional funds in association with PPE gear request) • Personal Safety/Rescue Bailout System for nonaffiliated EMS organizations	• Food and beverages • Integrated Thermal Imaging Cameras (TIC) with heads-up display • Bomb disposal suits • Any communications equipment (e.g., radios and pagers) in the PPE section • Structural, proximity, wildfire firefighting gear, or rescue and extrication gear for nonaffiliated EMS organizations • Any decals, embroidery, engraving, flags, graphics, logos, vehicles, and PPE Turnout lettering that customizes awarded items beyond the normal expectation (except customized helmet shields) • Funding is limited to one set of PPE-Turnout Gear per person • Equipment rental or lease to purchase • Note: Where bailout system is statutorily required, FEMA will consider all statutorily required items to be part of a complete PPE set

Operations and Safety – Wellness and Fitness Overview

Wellness and Fitness Activities aim to enhance the mental, physical, and emotional resilience of emergency responders to meet the demands of all hazardous operations.

To be eligible for funding, applicants must currently offer or plan to offer all five **Priority 1 activities** outlined in the table below. These activities are considered essential for building and maintaining the overall wellness and fitness of emergency responders.

Fire Department and Nonaffiliated EMS Wellness and Fitness Priorities

Priority 1: **(H)** Wellness and Fitness Activities:

- Initial Medical Exams
- Job-Related Immunizations
- Annual Medical and Fitness Evaluations
- Behavioral health Services
- Cancer Screening Program (**aligned with NFPA 1582**)

All five of the above must be in place to be considered a Complete Wellness and Fitness Program.

Departments that already have some **Priority 1 programs** in place must request funding to implement any missing Priority 1 programs before applying for funds for additional programs

All grant-funded physicals (except for explorers) must comply with the current **NFPA 1582 standards (Chapter 9, Occupational Medical Evaluation)**. The cost of physicals should reflect local physician or health center prices. For detailed guidance on implementing NFPA 1580 physicals, visit: [First Responder Center](#).

Fire Department and Nonaffiliated EMS Wellness and Fitness Priorities

Priority 2: **(M)** Wellness and Fitness Activities:

- Candidate Physical Ability Evaluation.
- Exercise Equipment.
- Formal Fitness Program Development Costs (e.g., IAFF/IAFC Peer Fitness Trainer Program, including travel, overtime, and implementation costs).
- Eligibility:
- Applicants can request **Priority 2 items** only if they currently offer or are requesting funding for all five required **Priority 1 activities**.

Important Notes:

- **Lower Priority for Combined Requests:** Applications requesting both Priority 1 and Priority 2 activities will receive lower funding consideration than those focused solely on completing Priority 1 activities.
- **NFPA 1583 Standards:**
 - Establishes minimum requirements for developing and managing health-related fitness programs for fire department members involved in emergency operations.
 - Aims to improve occupational performance, safety, and health while reducing risks of injury and disease.

Guidance for Fitness Programs:

- Programs should require mandatory participation but must not be punitive.
- NFPA 1583 focuses on improving overall health and fitness, not setting physical performance criteria.

Recommendation: Applicants should complete Priority 1 activities first to increase funding chances and align with program goals

Eligible Wellness and Fitness Activities for Fire Department and Nonaffiliated EMS include but are not limited to:	
• Behavioral health programs to include, but not limited to: Critical Incident Stress Management Programs, Employee Assistance Programs • Transportation expenses related to a member's participation in offered Wellness and Fitness activities	• Contractual costs (non-hiring) for personnel (such as nutritional counseling), physical fitness equipment (including shipping charges and sales tax, as applicable), and supplies directly related to physical fitness activities • Minor interior alterations (requested under Additional Funding and limited to \$10,000 total expenditure) to support the awarded Wellness and Fitness activities (e.g., removal/ construction of a non-weight bearing wall); note that these will require EHP review
Ineligible Wellness and Fitness Activities for Fire Department and Nonaffiliated EMS include but are not limited to:	
• Fitness club memberships for participants or their families • Non-cash incentives (e.g., t-shirts or hats of nominal value, vouchers to local businesses, or time-off) • Purchase of real estate • Cash incentives • Food and beverages • Subscriptions and memberships • Saunas (including infrared) • Hyperbaric chambers • Ice baths • Priority 1 or 2 items for anyone other than fire personnel, fire inspector, or EMS personnel	• Purchase of medical equipment • Whole-body MRI scans • Contractual services with anyone other than medical professionals (e.g., health care consultants, trainers, and nutritionists) for programs such as smoking cessation • Purchase of equipment or personal protective equipment that is otherwise eligible under the Equipment activity or the PPE activity

Operations and Safety – Modifications to Facilities Overview

AFG Program funds may be used to modify fire stations and other facilities to improve safety and health conditions. **New fire station construction is not eligible.**

Eligible Activities:

- Source Capture Exhaust Systems (SCES):
 - SCES is a **High Priority** item for mitigating vehicle exhaust exposure.
 - These systems capture exhaust gases directly from the vehicle tailpipe and expel them outside the building via mechanical or pneumatic means.

- Sprinkler Systems
- Carbon Monoxide Alarms
- Smoke/Fire Detection Systems

Important: Only systems specific to these functions are eligible. Multi-purpose systems that include ineligible features are not allowed.

Key Requirements:

1. Environmental and Historic Preservation (EHP) Review:

- All facility modifications, including major or minor changes and equipment installations, require EHP review.

2. Minor Interior Alterations:

- Minor alterations (e.g., removal or construction of a non-weight-bearing wall) to support Training or Wellness and Fitness activities are eligible under Additional Funding, with a total expenditure limit of \$10,000.

3. Funding Cap:

- The total cost for modifications (e.g., a sprinkler system and exhaust system) cannot exceed \$100,000 per individual station.

4. Structural Limitations:

- Modifications cannot change the structure's footprint or profile.

5. Health and Safety Impact:

- Eligible projects must directly improve the health and safety of firefighters.

Additional Notes:

- **Vehicle Mounted Exhaust Systems:** these remain classified as a **High Priority** item under the Equipment Activity.
- **Priority for Diesel Fume Mitigation:** Due to the risks posed by diesel fumes, SCES systems are considered a high Priority for facility modifications.

Applicants should ensure all requested modifications align with these guidelines to maximize funding eligibility.

Facility Considerations:

1. Highest Priority:

- Facilities staffed full-time.
- Facilities with sleeping quarters.

2. Secondary Consideration:

- Facilities without sleeping quarters.
- Facilities with part-time occupancy.

3. Next Consideration:

- Training facilities.
- Marine fire facilities.
- Intermittently occupied facilities.

Applicants should align their requests with these priorities to optimize funding consideration.

All of the following are considerations in pre-scoring and peer review determinations:

Eligible Modifications to Facilities Priorities for Fire Department and Nonaffiliated EMS include but are not limited to:

H	- New source capture exhaust systems, sprinkler systems, carbon monoxide, or smoke/fire detection systems – only for these types of systems and not multi- purpose systems that encompass ineligible features as described below. - Replacement or updates to existing source capture exhaust systems, sprinkler systems, carbon monoxide, or smoke/fire detection systems are considered lower priority over requests submitted for new systems.
M	- Emergency generators, Air Quality Systems (AQSs) Note: AQSs are fixed equipment that are air purifying, scrubbing, and/or air exchange systems.

Ineligible Modifications to Facilities Priorities for Fire Department and Nonaffiliated EMS include but are not limited to:

- Station maintenance - Resurfacing of bay floors - Interior remodeling not pertaining to the requested project(s) - Food and beverages	Security systems, or other alerting systems of similar purpose designed to notify fire stations of unauthorized access or provide deployment notifications or multi-purpose systems that include any of these features even if they also include otherwise eligible features
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Regional Applications Overview

A Regional application allows a fire department or nonaffiliated EMS organization to act as a host and apply for funding on behalf of itself and other participating AFG Program-eligible organizations. The host and its partners must be the intended beneficiaries of the proposed project.

Eligibility and Requirements:

1. Host Eligibility:

- A **fire department** can host on behalf of other eligible fire departments and nonaffiliated EMS organizations within the same application.
- A **nonaffiliated EMS organization** can only host other nonaffiliated EMS organizations.
- State Fire Training Academies (SFTAs)** are not eligible to apply under the Regional activity.

2. Eligible Regional Activities:

- Vehicle Acquisition**
- Operations and Safety**, limited to:
 - Training
 - Equipment
 - Wellness and Fitness

- PPE

3. Regional Goals:

- Projects must achieve cost-effectiveness, support regional efficiency and resilience, and directly benefit more than one local jurisdiction (e.g., county, parish, town, township, city, or village).

4. Vendor Requirement:

- All departments and agencies in a Regional application must use the same vendor to foster interoperability.
- Exceptions require pre-approval by FEMA in writing and must be based on compelling operational need.

Funding Limitations:

- Funding limits are based on the **total Population served** by the host and participating partners.
- Example: If the host and partners serve a population of 100,000 or fewer and receive a \$1 million Regional award, the host has reached its funding cap and is no longer eligible for additional AFG Program funds.

Community and Population Considerations:

- The **community identification characteristic** (e.g., Rural, Urban, or Suburban) and the **organizational status** (e.g., Career, Combination, or Volunteer) of the host applicant will apply to the Regional application, regardless of the composition of the participating partners.
- The **regional population served** is the aggregate of the geographically fixed primary first-due response areas of the host and participating partners.
 - Exceptions: If the host is also the parent organization responsible for smaller, independent stations.
- The **call volume for regional applications** is the aggregate of the host and regional partners

Application Restrictions:

- The host and participating partners may submit their own individual applications for AFG Program activities (Vehicle Acquisition or Operations and Safety) but not for the same item.
 - Example: A department cannot apply for PPE under its own application and also participate in a Regional PPE application.

Application Narrative Requirements:

The host must include:

- A list of all participating organizations benefiting from the Regional project.
- Validated points of contact and each organization's EIN.
- Clear and detailed information on the requested regional activities.
- Specific details on the distribution of grant-funded acquisitions or contracted services and the responsibilities of the host and partner organizations.

Host Responsibilities:

- The host is responsible for all aspects of the grant, including:
 - Cost share.
 - Accountability for assets.
 - All reporting requirements.
- The host is **not considered a pass-through entity** and may not issue sub-awards.

- The host must provide macro demographics (e.g., total square miles) and master listings (e.g., combined SCBA inventories) for the region served.

Compliance Requirements:

- All participants must be compliant with AFG Program requirements, including:
 - Current status on past grants.
 - Closeouts.
 - Reporting requirements.
- The host agency may not distribute grant-funded assets or provide grant-funded services to non-compliant partners. FEMA will notify the host and delinquent partners of specific deficiencies.

Memorandum of Understanding (MOU):

- A Regional host and participating partners must execute an **MOU or equivalent document** signed by all parties.
- The MOU must specify:
 - Individual and mutual responsibilities of the host and partners.
 - Each participant's level of involvement in the project(s).
 - EINs of participating partners.
 - Proposed distribution of grant-funded assets or contracted services.
- Copies of the MOU will be requested during the technical evaluation of the application if it is not included originally.
- Any entity benefiting from the award must be an eligible AFG Program organization and a party to the MOU.

By adhering to these guidelines, Regional applicants can ensure their applications meet AFG Program requirements and maximize their chances of receiving funding.

Vehicle Acquisition Guidelines

Eligibility and Standards:

- Vehicles purchased with AFG Program funds must comply with **NFPA 1900** standards (Standard for Aircraft Rescue and Firefighting Vehicles, Wildland Fire Apparatus, and Automotive Fire) or equivalent (e.g., Standard for Automotive Ambulances).
- Leases, loan payments, or installment plans for vehicles are not eligible and will not be reimbursed.

Community Paramedic/Health Vehicles:

- These are **non-transport vehicles** and cannot serve a dual role (e.g., as utility or support vehicles).
- Emergency response packages (e.g., lights, sirens) and operational equipment (e.g., rescue tools, firefighting equipment) are **ineligible** for these vehicles.

Requesting Multiple Vehicles:

- Applicants may request more than one vehicle but must stay within the **financial cap based on population** listed in the application.
- If multiple requests are approved, the total funding for all vehicles must remain within the financial cap.

- Each vehicle request requires:
 - A separate line item.
 - A complete narrative for each vehicle.
 - Details such as the **age** and **vehicle identification number (VIN)** of each vehicle being replaced.
 - VINs cannot be reused across multiple line items.

Vehicle Reassignment:

- If a vehicle is not being replaced but is having its service status changed (e.g., from first due to reserve), the VIN must still be provided in the narrative for the vehicle being reassigned.

Driver/Operator Training Requirements:

1. Fire Vehicles:
 - Applicants must have drivers/operators trained to **NFPA 1002** standards (or equivalent) or have a training program in place before the awarded vehicle is delivered.
 - Failure to meet this requirement will result in ineligibility for a vehicle award.
2. Nonaffiliated EMS Vehicles:
 - Drivers/operators must be trained to the **National Standard Emergency Vehicle Operator Curriculum (EVOC)** developed by the U.S. Department of Transportation (DOT) or equivalent.
 - A training program must be in place before the awarded vehicle is delivered.
3. Driver Training Program Requests:
 - Applicants may request funding for a driver training program within the “**Vehicle Acquisition**” section.
 - this request must be added in the “**Additional Funding**” area in the “**Request Details**” section of the Vehicle Application.
 - All training programs must be completed before vehicle delivery, or the recipient will be in violation of the grant agreement.

Evaluation Criteria:

- The pre-score evaluation considers the department’s need for the vehicle based on:
 - The age and condition of current vehicles.
 - The demands on the organization.

By adhering to these guidelines, applicants can ensure compliance with AFG Program requirements and improve their chances of securing funding for vehicle acquisition.

Eligible Vehicle Activities for Fire Department, and SFTA include but are not limited to:

Priority	Urban Communities	Suburban Communities	Rural Communities
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H	• Aerial • Ambulance • Pumper • Rescue Vehicle Light, Medium, or Heavy • Non-Transport EMS (Community Paramedic/Healthcare) • Quint • Brush Type III or larger	• Aerial • Ambulance • Pumper • Tanker/Tender • Rescue Vehicle Light, Medium or heavy • Non-Transport EMS (Community Paramedic/Healthcare) • Quint • Brush	• Aerial • Ambulance • Brush/Attack • Pumper • Tanker/Tender • Non-Transport EMS (Community Paramedic/Healthcare) • Quint
M	• Command/Mobile Communications Vehicle • HazMat Unit • Air/Light Unit • Rehab Unit	• Command/Mobile Communications Vehicle • HazMat Unit • Air/Light Unit • Rehab Unit	• Command/Mobile Communications Vehicle • Hazardous Materials Unit • Air/Light Unit • Rescue Vehicle Light, Medium or Heavy
L	• ARFF • Foam Truck • Fire Rescue/Boat Unit • Highway Safety • Hybrid (i.e., Transport Engine) • Tanker/Tender	• ARFF • Foam Truck • Highway Safety Unit • Hybrid (i.e., Transport Engine) • Fire Rescue/Boat	• ARFF • Foam Truck • Highway Safety Unit • Hybrid (i.e., Transport Engine) • Fire Rescue/Boat • Rehab Unit
Eligible Regional Vehicle Activities for Fire Departments (ALL Community Types)			
H	• Aerial • Air/Light Unit • Bariatric Ambulance • Command/Mobile Communications Vehicle • Non-Transport EMS (Community Paramedic/healthcare) • Rehab Unit • Rescue Vehicle Light, Medium or heavy • Tow Vehicle (Applied for under equipment)		
M	• Highway Safety Unit		
L	• Hazardous Materials Unit • Foam Truck		
Eligible Nonaffiliated EMS and Nonaffiliated Regional Vehicle Activities			

H	• Ambulances • Bariatric Ambulance • Non-Transport EMS (Community Paramedic/healthcare)
Compliance with Standards	
• Ambulances must comply with NFPA 1900, or GSA Federal Standard KKK-A-1822F • Applicants must certify that unsafe vehicles will be permanently removed from service if awarded a grant; acceptable uses of unsafe vehicles include farm, nursery, scrap metal, salvage, construction, or donation to a foreign entity • Applicants should consider adopting the principles of Traffic Incident Management Systems (TIMS); the USFA report on TIMS can be found on FEMA's website at: Traffic Incident Management Systems • New fire apparatus must be compliant with NFPA 1900 for the year ordered/manufactured	
Additional Considerations (to include, but not limited to)	
• Age and mileage of the vehicle being replaced; older equipment receives higher consideration • Age of the newest vehicle in the department's fleet that is like the vehicle to be replaced • Average age of the fleet; older equipment within the same class • Call volume of primary first due response area or region • Converted vehicles (with an emphasis on tanker/brush trucks) not designed or intended for use in the fire service departments that have automatic aid agreements, mutual aid agreements, or both; a converted vehicle is any vehicle that is not engineered to an NFPA standard, or not being used for its original design, or over its gross vehicle weight • Vehicles on loan to the organization in the application narrative but not in the organization's inventory • Damaged vehicles and out of service vehicles in the organization's inventory • Replacement of open cab/jump seat configurations	

IMPORTANT

Vehicle Inventory Requirements:

- Applicants may need to provide additional fleet details after submitting their application.
- Vehicle inventory must include:
 - Owned vehicles.
 - Leased or long-term loaned vehicles.
 - Vehicles ordered or under contract but not yet received.

Vehicle Definitions:

- **Front Line Vehicle:** Fully equipped and ready for emergency response.
- **Ready-Reserve Vehicle:** Equipped and can quickly be made ready for response.
- **Reserve Vehicle:** Not fully equipped, used when front-line vehicles are out of service.

- **Temporarily Out of Service Vehicle:** Removed from service for repairs but will return to front-line or reserve status.
- **Decommissioned Vehicle:** Permanently removed from emergency duties (e.g., retired, parade use). Not included in inventory or eligible for replacement.

Vehicle Contract Requirements:

- Recipients must submit a copy of the vehicle purchase contract to FEMA for compliance monitoring.
- Without a contract, recipients cannot:
 - Request advance federal funds for partial payments.
 - Request a project extension.

Bond Requirements:

- **Performance Bond (Recommended):** Protects applicant funds if the vendor fails to deliver or goes out of business.
- **Prepayment Bond (Required):** Protects federal funds if federal money is advanced for a down payment. Costs are reimbursable under the grant.

Penalty Clause:

- Contracts must include a penalty clause of at least \$100/day for non-delivery or non-performance by the vendor. Exceptions require FEMA approval.

Payment Guidelines:

- **Down Payment:** Allowed up to 25% of the federal share. Costs beyond this must be covered by the recipient.
- **Final Payment:** May be requested in advance but cannot be disbursed until the vehicle is received, inspected, and accepted.

Eligible Vehicle Activities for Fire Department, Nonaffiliated EMS Organizations, Joint/Regional, and SFTA include but are not limited to:

• Cost of vehicle • Physicals to meet current NFPA 1582/US DOT 649 F • Cost of associated equipment that is eligible under current NFPA 1900 • Driver/operator training programs that meet applicable standards, current NFPA 1002 or EVOC, or equivalent	• Travel expenses (air/rail transportation, mileage, hotel/lodging) to inspect a requested vehicle during production Note: Food and beverages are ineligible travel expenses
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Ineligible Vehicle Activities for Fire Department, Nonaffiliated EMS Organizations, Joint/Regional, and SFTA include but are not limited to:

• Leasing, rental, or installment purchase of any grant funded vehicle • Aircraft, bulldozers, or construction- related equipment • Using the vehicle being awarded as collateral for any financial loan	• UTVs and ATVs • UAVs and drones • Used or refurbished apparatus • Converted vehicles not originally designed for firefighting • Food and beverages
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Examples of vehicle types

- **Pumper** (an apparatus that carries a minimum of 300 gallons of water and has a pump with the capacity to pump a minimum of 750 gallons per minute [GPM])
- **Urban interface vehicles** (Type I) pumper (300 gallons of water and 750 GPM)
- **Ambulance** (vehicle used for transporting patients)
- **Tanker/Tender** (an apparatus that has water capacity in excess of 1,000 gallons of water)
- **Quint Aerial** (an aerial ladder, elevating platform, or water tower that is designed to position personnel, handle materials, provide continuous egress, or discharge water)
- **Quint** (fire apparatus with a permanently mounted fire pump, a water tank, a hose storage area, an aerial ladder or elevating platform with a permanently mounted waterway, and a complement of ground ladders)
- **Aerial Ladder** (elevating platform, or water tower that is designed to position personnel, handle materials, provide continuous egress, or discharge water)

Unsafe Vehicles: Certification and Disposition Requirements

Certification Requirement:

Applicants who specify that the vehicle(s) to be replaced are unsafe must certify that, if awarded, the vehicle will be permanently removed from emergency service response.

- **Permanently Removed means:**
 - The recipient cannot use the vehicle for any emergency service response.
 - The recipient cannot sell or transfer the vehicle to any individual or emergency service response organization that would use it for emergency service response.

Grant Agreement Violation:

- If a recipient certifies that an unsafe vehicle will be removed from service but later sells or transfers the vehicle to another emergency service response organization or otherwise fails to remove the vehicle from emergency service response, the recipient will be considered in violation of the grant agreement.

Acceptable Dispositions for Unsafe Vehicles:

Unsafe vehicles may be donated or sold for purposes that do not involve emergency service response. Acceptable dispositions include:

- **Donation or Sale to a Training Facility:**
 - The vehicle may be used for training purposes only, with **no emergency response outside the training grounds.**
- **Farm Use:**
 - The vehicle may be repurposed for agricultural activities.
- **Construction or Nursery Use:**
 - The vehicle may be used for construction or nursery operations.
- **Sale to a Non-Emergency Service Response Entity:**
 - The vehicle may be sold for refurbishment or other non-emergency uses.
- **Scrap Metal or Salvage:**
 - The vehicle may be dismantled or sold for parts.
- **Foreign Donation:**
 - The vehicle may be donated to entities outside the United States for non-emergency purposes.

By adhering to these guidelines, recipients ensure compliance with the grant agreement and maintain safety standards.

C. Appendix C – Award Administration Information

Appendix C provides detailed guidance on the **programmatic and financial administration** of AFG Program awards. Recipients are encouraged to review this information to ensure compliance with award requirements and to effectively manage their grant activities.

Help FEMA Prevent Fraud, Waste, and Abuse

If applicants or recipients have information about instances of fraud, waste, abuse, or mismanagement involving FEMA programs or operations, they should contact the DHS Office of Inspector General (OIG) hotline at (800) 323-8603, by fax at (202) 254-4297, or email HOTLINE@oig.dhs.gov.

Grant Writer/Preparation Fees: Eligibility and Documentation Requirements

Eligibility for Reimbursement: Grant Writer Fees may be included as a pre-award expenditure, subject to the following conditions: Fees must comply with the cost-share requirement. Services must be competitively sourced, specifically identified, and listed in the “Request Details” section of the application. Costs must comply with 2 C.F.R. § 200.458. Reimbursement is limited to application preparation (not administration) and capped at \$1,500. Timing of Allowable Costs:

- Fees must be paid within the following timeframe:
 - 90 days prior to the publication date of the NOFO and up to 30 days after the application period closes.

Retainer or Subscription Fees:

- Retainer or subscription fees are eligible if:
 - They were competitively secured.
 - Costs are limited to the start of the appropriation period for the underlying award.
 - They meet the requirements under 2 C.F.R. § 200.458.

Ineligible Costs:

- Fees payable on a **contingency basis** are **not eligible**.
- Federal funds cannot be used to pay entities, including grant writers, that are **suspended or debarred** from federal contracts.

Verification of Contractor Eligibility:

- Recipients must verify contractor eligibility under **2 C.F.R. § 180.300** to ensure compliance.

Accuracy and Certification:

- Applicants must review all work produced by grant writers or third parties for **accuracy** before submission.
- By submitting the application, applicants certify that:
 - All information is **true and accurate**.
 - Submission of false or misleading information, regardless of intent, may result in actions by FEMA, including:
 - The application not being considered for award.
 - Temporary withholding of funding under an existing award pending investigation.
 - Referral to the **DHS Office of Inspector General (OIG)**.

Required Documentation:

Applicants must provide the following documentation to FEMA upon request:

1. Grant Writer’s Contract for Services

2. Invoice or Purchase Order

3. Canceled Check (Front and Back)

4. Evidence of Competitive Procurement

- If local procurement policies do not require competitive bidding for amounts under \$1,500, applicants may be asked to provide a copy of that policy.

Failure to provide the requested documentation may result in the grant writer fee being deemed **ineligible**, and the grant may be reduced accordingly.

Application Participants:

- FEMA requires applicants to identify all individuals or organizations that assisted with the development, preparation, or review of the application in the **“Contact Information”** section.
- This includes anyone involved in drafting or writing the narrative and budget, whether:
 - **Compensated or not.**
 - Assistance occurred **before submission** of the application.

By adhering to these guidelines, applicants can ensure compliance with FEMA requirements and avoid issues with grant writer fee eligibility.

Maintenance and Sustainment for AFG Programs

Allowable Costs:

- FEMA preparedness grant funds may cover repairs, replacements, maintenance contracts, warranties, and user fees if they directly support critical capabilities developed with FEMA or DHS grants.

Unallowable Costs:

- Routine upkeep (e.g., gasoline, tire replacement, oil changes, inspections, or facility maintenance) and related supplies are the recipient's responsibility and cannot be funded by the grant.

Guidelines for Maintenance Agreements, Warranties, and User Fees:

1. Grant Period Limitation:

- Maintenance agreements, service contracts, or warranties purchased with grant funds cannot extend beyond the grant's period of performance, unless:
 - The warranty is incidental to the original equipment purchase and aligns with typical coverage for such items.

2. Stand-Alone Agreements:

- Warranties or maintenance contracts for already-owned equipment cannot exceed the grant's period of performance.

3. Reasonableness:

- Extended warranties or agreements must be reasonable for the equipment's expected useful life. For example, a 10-year warranty on equipment with a 5-year lifespan is not reasonable and cannot be charged to the grant.

Taxes, Fees, Levies, and Assessments

Taxes, fees, levies, or assessments that the recipient is legally required to pay and are directly related to any eligible AFG Program acquisition activity may be charged to an AFG Program award pursuant to 2 C.F.R. § 200.470. These charges shall be identified and enumerated in the AFG Program application narrative, as well as the “Request Details” section of the acquisition activity.

Any avoidable and unreasonable costs that result from the action or inaction of a recipient (or recipient's agent) or that prevent that recipient from enjoying any lawful exemption, waiver, or reduction of any tax, fee, levy, or assessment directly related to any eligible AFG Program acquisition activity, are not chargeable to any AFG award.

Example: Governmental entities and Public Safety Agencies are exempt from some Federal Communications Commission (FCC) fees*, but only if the eligible organization submits an exemption or waiver request to the FCC.

**Government entities are not required to pay FCC regulatory fees. Nonprofit entities (exempt under Section 501 of the Internal Revenue Code) may also be exempt. The FCC requires that any entity claiming exempt status submit, or have on file with the FCC, a valid Internal Revenue Service Determination Letter documenting its nonprofit status or certification from a governmental authority attesting to its exempt status. For more information, please visit the Federal Communications Commission website.*

Excess Funds: Guidelines and Restrictions:

FEMA expects recipients to complete awarded activities within the budget allocated. However, excess funds may remain after completing the original project described in the recipient's award. This may be due to cost savings from under-budget acquisition activities or competitive procurement processes. These excess funds are to generally be deobligated and may not be used for additional activities.

FEMA may consider exceptions if urgent and compelling needs are identified that directly relate to a demonstrated event(s) impacting the health and safety of the department's firefighters, such as a presidentially declared disaster. Requests must be submitted at least 120 days prior to period of performance expiration. NOTE: the opportunity for excess funds is limited when the original uncompleted Scope of Work is changed via an amendment such as reduction in quantities.

Payments and Amendments

FEMA uses the Direct Deposit/Electronic Funds Transfer method of payment to recipients.

AFG Program payment/drawdown requests are generated using FEMA GO. Recipients should not expend funds until all special conditions listed on the grant award document have been met, including completion of EHP review, and the request for payment in FEMA GO has been approved. Recipients should draw down funds based upon immediate disbursement requirements; however, FEMA strongly encourages recipients to draw down funds as close to disbursement or expenditure as possible to avoid accruing interest.

Non-federal entities should keep detailed records of all transactions involving the grant. FEMA may at any time, request copies of any relevant documentation and records, including purchasing documentation along with copies of cancelled checks for verification. See, e.g., 2 C.F.R. §§ [200.318\(i\)](#), [200.334](#), [200.337](#).

Advances

Advance Payments:

- Recipients can receive advance payments if they:
 1. Minimize the time between receiving funds and spending them (within 30 days).
 2. Maintain financial management systems that meet federal standards (2 C.F.R. Part 200).

Requirements for Advance Payments:

- Recipients must submit invoices or purchase orders with their payment requests.

- Environmental and Historic Preservation (EHP) review must be completed before advance payments are made.

Compliance with Federal Laws:

- Recipients must follow federal laws in effect when the grant is awarded, including:
 - **Uniform Administrative Requirements** (2 C.F.R. Part 200).
 - **Cash Management Improvement Act (CMIA)** (31 C.F.R. Part 205).

Interest on Federal Funds:

- Interest accrues from the time funds are deposited into the recipient's account until they are spent on program purposes.
- For the interest rate, refer to the Treasury Current Value of Funds Rate.

Reimbursement

Reimbursement Payments:

- Reimbursement is preferred if advance payment requirements under **2 C.F.R. § 200.305** cannot be met.
- Recipients must minimize the time between receiving funds and spending them, as required by **31 C.F.R. Part 205**.

Requirements for Reimbursement Requests:

- Recipients must provide:
 1. Proof of purchase (e.g., canceled check or credit card transaction).
 2. Active SAM.gov registration.
 3. Final invoice(s).

Rebates

Recipients shall disburse program income, rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments, in accordance with 2 C.F.R. § 200.305. The reduction of federal financial participation via rebates/refunds may generate excess funds for the recipient if the recipient previously obligated their Cost Share match based upon the original award figures. If the recipient previously obligated their original Cost Share prior to the rebate, then the recipient may have minimum excess funds equal to the difference between the original Cost Share less the rebate adjusted Cost Share

Payment Requests During Closeout

Reimbursement Payment Requests:

- Recipients may submit **reimbursement payment requests** up to **120 days** after the expiration of the **Period of Performance (POP)** during the award's closeout reconciliation.
- **Reimbursement payments** are the only eligible payment requests allowed after the grant's POP has expired.

Eligibility Requirements for Reimbursement:

- The expenditure must have been **obligated** and the goods or services **received** during the active POP of the award.
- The payment request must include **clear and specific information** certifying that the liquidation of federal funds is for an obligation properly incurred during the active POP.

FEMA Review:

- FEMA may request **supporting documentation** for the reimbursement at any time for review.

By adhering to these guidelines, recipients can ensure compliance with FEMA requirements for payment requests during the closeout period.

Amendments to AFG Program Awards: Guidelines

General Expectations:

- Recipients are expected to complete their projects as awarded.
- The **AFG Program does not guarantee approval** of any deviation from the original award.
- Amendments may be approved by FEMA on a **case-by-case** basis for specific reasons.

Allowable Reasons for Amendments:

1. Extension of the Period of Performance (POP):

- Extensions are limited to 6 months and only to complete the original, unamended scope of work. (vehicles/apparatus awards may be granted additional time)
- Extensions cannot be used to utilize excess funds.
- Extension requests must be submitted 120 days prior to the period of performance expiring

2. Changes to the Award Scope:

- Changes to specific item descriptions.
- Adjustments to quantities of items or services procured.
- Retroactive approval (pre-award).
- Closeout issues.

3. Budget Changes:

- Non-closeout deobligation of funds.
- Adjustments to unit prices due to changes in quantities.

Submission Requirements:

- **Amendments must be submitted via FEMA GO.**
- Requests must include **specific and compelling justifications** for the proposed changes.
- Amendments must be submitted at least **120 days before the end of the Period of Performance (POP).**

Additional Requirements:

- Recipients must maintain an active SAM.gov registration for all amendments to be considered.

By adhering to these guidelines, recipients can ensure their amendment requests are properly submitted and have the best chance of being approved by FEMA.

Deobligation of Unused Funds: Guidelines

What is Deobligation?

- **Deobligation** refers to the return of unused funds, including:
 - Funds previously drawn down via payment requests.
 - Remaining award funding that was never requested.

Process for Deobligation:

1. Submit an Amendment in FEMA GO:

- The recipient must submit an amendment stating that the unliquidated funds are not necessary for fulfilling the grant's obligations or mission.
- The amendment must also indicate the recipient's understanding that the returned funds will be deobligated and will no longer be available for any future award expenses.

2. Confirmation Process:

- FEMA will confirm the deobligation amendment with all points of contact listed in the grant.

- After confirmation, FEMA will hold the approved deobligation request for 14 days to allow the recipient time to reconsider.

3. Finalization:

- Once processed, the deobligation of funds is permanent and cannot be reversed.

Impact of Deobligation:

- **Deobligation will:**
 - Decrease the **federal portion** of the grant.
 - Reduce the recipient's **Cost Share obligation**.
 -

By following this process, recipients can return unused funds in compliance with FEMA guidelines while ensuring proper documentation and understanding of the deobligation's finality.

Disposition of Grant Funded Equipment

A recipient must use, manage, and dispose of AFG Program-funded equipment in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. § 200.313. Except for state governments, when original or replacement equipment acquired under an AFG award is no longer needed for the original project, program, or other activities currently or previously supported by a federal awarding agency, the recipient must request disposition instructions from FEMA. FEMA strongly recommends contacting the Fire Grants Help Desk prior to the disposition of AFG Program funded equipment, to include vehicles.

System for Award Management (SAM.gov) profile

Please identify your organization to be associated with this application.

All organization information in this section will come from the System for Award Management (SAM) profile for that organization.

NEWBURGH METALS INC

Information current from SAM.gov as of:	06/07/2026
UEI-EFT:	SAPVWUFNVL22
DUNS (includes DUNS+4):	966864456
Employer Identification Number (EIN):	146002329
Organization legal name:	CITY OF NEWBURGH
Organization (doing business as) name:	NEWBURGH METALS INC
Mailing address:	83 BROADWAY NEWBURGH, NY 12550-5617
Physical address:	83 BROADWAY NEWBURGH, NY 12550-5617
Is your organization delinquent on any federal debt?	N
SAM.gov registration status:	Active as of 09/21/2025

☒ We have reviewed our bank account information on our SAM.gov profile to ensure it is up to date

Applicant information

Please provide the following additional information about the applicant.

Applicant name	City of Newburgh Fire Department
----------------	----------------------------------

Main address of location impacted by this grant

Main address 1	22 Grand Street
Main address 2	
City	Newburgh
State/territory	NY
Zip code	12550

Zip extension

5626

In what county/parish is your organization physically located? If you have more than one station, in what county/parish is your main station located?

Orange

Applicant characteristics

The Assistance to Firefighters Grants Program's objective is to provide funding directly to fire departments and nonaffiliated EMS organizations or a State Fire Training Academy for the purpose of protecting the health and safety of the public and first responder personnel against fire and fire-related hazards. Please review the Notice of Funding Opportunity Announcement (NOFO) for information on available program areas and for more information on the evaluation process and conditions of award.

Please provide the following additional information about the applicant.

Applicant type:

Fire Department/Fire District

Is this grant application a regional request? A regional request provides a direct regional and/or local benefit beyond your organization. You may apply for a regional request on behalf of your organization and any number of other participating eligible organizations within your region.

No

What kind of organization do you represent?

All Paid/Career

How many active firefighters does your department have who perform firefighting duties?

53

How many of your active firefighters are trained to the level of Firefighter I or equivalent?

53

How many of your active firefighters are trained to the level of Firefighter II or equivalent?

53

Are you requesting training funds in this application to bring 100% of your firefighters into compliance with NFPA 1001?

No

Which of the following standards does your organization meet regarding physicals? If physicals are not required then do not select any option. (optional)

☒ Meets NFPA or 1582 standard

☐ Meets NTSB or DOT standard

☐ Meets State/Local standard

How many members in your department are trained to the level of EMR or EMT, Advanced EMT or Paramedic? **12**

Does your department have a Community Paramedic program? **No**

How many stations are operated by your department? **2**

Does your organization protect critical infrastructure of the state? **Yes**

Please describe the critical infrastructure protected below.

The City of Newburgh Fire Department protects an area containing critical pieces of infrastructure and other high hazard occupancies. The Newburgh-Beacon Bridge, a two span bridge that carries Interstate 84 over the Hudson River, is one of those critical infrastructures. Spanning over 1000 feet and stand 160 feet above the Hudson River, the Newburgh-Beacon Bridge carries over 60 million vehicles over the Hudson River, making it the most traveled bridge between New York City and Albany, The CSX railroad runs over 25 freight trains a day through the City of Newburgh. The City Contains St. Lukes Hospital which accepts patients from Orange, Ulster and Dutchess counties. In our response area we also cover. , the Indian Point Nuclear Power Plants is less than 20 miles south. The United States Military Academy at West Point is just south of Newburgh and enjoys a very close working relationship with City of Newburgh Fire Department. Stewart International Airport, a public and military use airport, is a little over 5 miles west. The Global tank farm sits just south of Newburgh along the Hudson containing over 5,000,000 gallons of various petroleum products.

Do you currently report to the National Fire Incident Reporting System (NFIRS)? You will be required to report to NFIRS for the entire period of the grant. **Yes**

Please enter your FDIN/FDID. **36031**

Do you offer live fire training? **Yes**

What is the total number of live fire training exercises conducted per year on average? **6**

Operating budget

What is your organizations operating budget (e.g., personnel, maintenance of apparatus, equipment, facilities, utility costs, purchasing expendable items, etc.) dedicated to expenditures for day-to-day activities for the current (at time of application) fiscal year, as well as the previous two fiscal years?

Current fiscal year: **2026**

Fiscal Year	Operating budget
2026	\$17,156,645.00
2025	\$15,818,896.06
2024	\$14,537,951.00

What percentage of the declared operating budget is **90** dedicated to personnel costs (salary, benefits, overtime costs, etc.)?

Does your department have any rainy day reserves, **No** emergency funds, or capital outlay?

What percentage of the declared operating budget is derived from the following	2026	2025	2024
Taxes	100	100	100
Bond issues	0	0	0
EMS billing	0	0	0
Grants	0	0	00
Donations	0	0	0

What percentage of the declared operating budget is derived from the following	2026	2025	2024
Fund drives	0	0	00
Fee for service	0	0	0
Other	0	0	0
Totals	100 %	100 %	100 %

Describe your financial need and how consistent it is with the intent of the AFG Program. Include details describing your organization's financial distress such as summarizing budget constraints, unsuccessful attempts to secure other funding, and proving the financial distress is out of your control.

Located in Orange County, New York, the City of Newburgh was once a thriving waterfront community. Since urban renewal in the 1960's, it has experienced significant adverse financial circumstances. Today, the city has the characteristics of an impoverished urban area, with a diminished industrial base, accompanied by a loss of jobs and revenue, low income, significant crime, substandard housing and deteriorating infrastructure. The fire department budget as noted mainly covers staffing requirements and repairs to the equipment currently in service.

In cases of demonstrated economic hardship, and upon the request of the grant applicant, the FEMA Administrator may grant an Economic Hardship Waiver. Is it your organization's intent to apply for an Economic Hardship Waiver?

No

Other funding sources

This fiscal year, are you receiving Federal funding from any other grant program for the same purpose for which you are applying for this grant?

No

This fiscal year, are you receiving Federal funding from any other grant program regardless of purpose?

No

Applicant and community trends

Please provide the following additional information about the applicant.

Injuries and fatalities	2025	2024	2023
What is the total number of fire-related civilian fatalities in your jurisdiction over the last three calendar years?	0	0	0
What is the total number of fire-related civilian injuries in your jurisdiction over the last three calendar years?	1	3	1
What is the total number of line of duty member fatalities in your jurisdiction over the last three calendar years?	0	0	0
What is the total number of line of duty member injuries in your jurisdiction over the last three calendar years?	10	11	13
What is the total number of members with self-inflicted fatalities over the last three years?	0	0	0

How many vehicles does your organization have in each of the type or class of vehicle listed below? You must include vehicles that are leased or on long-term loan as well as any vehicles that have been ordered or otherwise currently under contract for purchase or lease by your organization but not yet in your possession.



Seated riding positions

The number of seated riding positions must be equal or greater than the total number of frontline and reserve apparatus. If there are zero frontline and zero reserve apparatus, the number of seated riding positions must be zero..

Type or class of vehicles	Number of frontline apparatus	Number of reserve apparatus	Number of seated riding positions
Engines or pumpers (pumping capacity of 750 gallons per minute (GPM) or greater and water capacity of 300 gallons or more): pumper, pumper/tanker, rescue/pumper, foam pumper, CAFS pumper, type I, type II engine urban interface.	2	2	21
Ambulances for transport and/or emergency response.	0	0	0
Tankers or tenders (water capacity of 1,000 gallons or more).	0	0	0
Aerial apparatus: aerial ladder truck, telescoping, articulating, ladder towers, platform, tiller ladder truck, quint.	1	1	10
Brush/quick attack (pumping capacity of less than 750 GPM and water carrying capacity of at least 300 gallons): brush truck, patrol unit (pickup w/ skid unit), quick attack unit, mini-pumper, type III	0	0	0

Type or class of vehicles	Number of frontline apparatus	Number of reserve apparatus	Number of seated riding positions
engine, type IV engine, type V engine, type VI engine, type VII engine.			
Rescue vehicles: rescue squad, rescue (light, medium, heavy), technical rescue vehicle, hazardous materials unit.	0	0	0
Additional vehicles: EMS chase vehicle, air/light unit, rehab units, bomb unit, technical support (command, operational support/supply), hose tender, salvage truck, ARFF (aircraft rescue firefighting), command/mobile communications vehicle.	1	1	2

How many ALS Response vehicles are in your fleet? **0**

Is your department facing a new risk, expanding service to a new area, or experiencing an increased call volume? **No**

Community description

Please provide the following additional information about the community your organization serves.

Type of jurisdiction served **City**

What type of community does your organization serve? **Urban**

What is the square mileage of your first due response zone/jurisdiction served? **4**

What percentage of your primary response area is protected by hydrants? **100**

What percentage of your primary response area is for the following:	Percentage (must sum to 100%)
Agriculture, wildland, open space, or undeveloped properties	2
Commercial and industrial purposes	23
Residential purposes	75

What percentage of your primary response area is for the following:	Percentage (must sum to 100%)
Total	100

What is the permanent resident population of your first due response zone/jurisdiction served?

28866

Do you have a seasonal increase in population?

No

Please describe your organization and/or community that you serve.

The department is currently made up of 53 members, including two members whose primary function is administrative and 3 recruits in the fire academy. In the past members of the department took substantial salary reductions to maintain staffing levels but the City eventually cut staffing as well. A New York State Law requires municipalities and districts to cap tax increases at two percent, this law continues to be a financial burden and will require the further cutting of department budgets. Due to the contractual obligations that the city is already committed to, equipment budgets in all departments will be cut with lay-offs. The city will not be able to afford replacing necessary equipment for members and will continue to band-aid the equipment we currently have. The City of Newburgh is a typical urban center with a high crime rate. In addition to the normal hazards the city is located on the Hudson River and the fire department is called by the U.S. Coast Guard for any boating related emergency on the river. We also respond to the Stewart International Airport for any aircraft related emergencies under the mutual aid plan. As the economy worsens the call volume is expected to increase for the department due to lack of maintenance on structures. Only a small number of buildings in the city are owner occupied and with the tough financial times and increased taxes many of these buildings are being sold to management companies. Calls to management company run buildings has increased as repairs are held off as cost saving measures or buildings are being shuttered and are routinely broken into by squatters and scavengers. This has increased our calls from all aspects of the job from code enforcement to fire

extinguishment and with no economic improvement in the cities foreseeable future that trend will continue.

Call volume

Summary	2025	2024	2023
Fire - NFIRS Series 100	119	153	132
Overpressure Rupture, Explosion, Overheat (No Fire) - NFIRS Series 200	3	6	5
Rescue & Emergency Medical Service Incident - NFIRS Series 300	875	991	960
Hazardous Condition (No Fire) - NFIRS Series 400	233	275	315
Service Call - NFIRS Series 500	705	647	598
Good Intent Call - NFIRS Series 600	108	156	155
False Alarm & Falls Call - NFIRS Series 700	1017	1051	986
Severe Weather & Natural Disaster - NFIRS Series 800	0	0	0
Special Incident Type - NFIRS Series 900	9	4	5
Total	3069	3283	3156

Fire

How many responses per year per category?	2025	2024	2023
"Structure Fire" (Of the NFIRS Series 100 calls, NFIRS Codes 111-120)	69	97	71
"Vehicle Fire" (Of the NFIRS Series 100 calls, NFIRS Codes 130-138)	9	13	11
"Vegetation Fire" (Of the NFIRS Series 100 calls, NFIRS Codes 140-143)	10	8	18

How many responses per year per category?	2025	2024	2023
Total	88	118	100

Total acreage per year	2025	2024	2023
Total acreage of all vegetation fires	1	1	1

Rescue and emergency medical service incidents

How many responses per year per category?	2025	2024	2023
"Motor Vehicle Accidents" (Of the NFIRS Series 300 calls, NFIRS Codes 322-324)	725	764	828
"Extrications from Vehicles" (Of the NFIRS Series 300 calls, NFIRS Code 352)	1	4	1
"Rescues" (Of the NFIRS Series 300 calls, NFIRS Code 300, 351, 353-381)	58	21	28
EMS-BLS Response Calls	0	00	0
EMS-ALS Response Calls	0	0	0
EMS-BLS Scheduled Transports	0	0	0
EMS-ALS Scheduled Transports	0	0	0
Community Paramedic Response Calls	0	0	0
Total	784	789	857

Mutual and automatic aid

How many responses per year per category?	2025	2024	2023
Amount of times the organization received Mutual Aid	13	16	19
Amount of times the organization received Automatic Aid	0	0	0
Amount of times the organization provided Mutual Aid	16	26	21

How many responses per year per category?	2025	2024	2023
Amount of times the organization provided Automatic Aid	2	0	1
Of the Mutual and Automatic Aid responses, amount that were structure fires	15	26	23
Total	46	68	64

Grant request details

Are you requesting a Micro Grant? A Micro Grant is limited to \$75,000 in federal resources. **Yes**

Grand total: \$50,000.00

Program area: Operations and safety

► **Activity: Equipment** **\$50,000.00**

Grant request summary

The table below summarizes the number of items and total cost within each activity you have requested funding for. This table will update as you change the items within your grant request details.

Grant request summary

Activity	Number of items	Total cost
Equipment	1	\$50,000.00
Total	1	\$50,000.00

Is your proposed project limited to one or more of the following activities ⓘ : Planning and development of policies or processes. Management, administrative, or personnel actions. Classroom-based training. Acquisition of mobile and portable equipment (not involving installation) on or in a building.

Yes

Budget summary

Budget summary

Object class categories	Total
Personnel	\$0.00
Fringe benefits	\$0.00
Travel	\$0.00
Equipment	\$50,000.00
Supplies	\$0.00
Contractual	\$0.00
Construction	\$0.00
Other	\$0.00
Total direct charges	\$50,000.00
Indirect charges	\$0.00
TOTAL	\$50,000.00
Non-federal resources	
Applicant	\$4,545.45
State	\$0.00
Local	\$0.00
Other sources	\$0.00
Remarks	
Total Federal and Non-federal resources	
Federal resources	\$45,454.55
Non-federal resources	\$4,545.45
TOTAL	\$50,000.00

Object class categories**Total**

Program income

\$0.00

Contact information

Did any individual or organization assist with the development, preparation, or review of the application to include drafting or writing the narrative and budget, whether that person, entity, or agent is compensated or not and whether the assistance took place prior to submitting the application?

No

Secondary point of contact

Please provide a secondary point of contact for this grant.

The Authorized Organization Representative (AOR) who submits the application will be identified as the primary point of contact for the grant. Please provide one secondary point of contact for this grant below. The secondary contact can be members of the fire department or organizations applying for the grant that will see the grant through completion, are familiar with the grant application, and have the authority to make decisions on and to act upon this grant application. The secondary point of contact can also be an individual who assisted with the development, preparation, or review of the application.

Helen Reilly
Grant Administrator

Primary phone
8455697321
Work

Additional phones
8455697300
Work

Fax

hreilly@cityofnewburgh-ny.gov

Assurance and certifications

OMB number: 4040-0007 Expiration date: 02/28/2025 [View burden statement](#)

SF-424B: Assurances - Non-Construction Programs

Certain of these assurances may not be applicable to your project or program. If you have any questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in

whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

Certifications regarding lobbying

OMB Number: 4040-0013

Expiration Date: 02/28/2025

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

OMB number: 4040-0013 Expiration date: 02/28/2025 [View burden statement](#)

SF-LLL: Disclosure of Lobbying Activities

OMB Number: 4040-0013

Expiration Date: 02/28/2025

Complete only if the applicant is required to do so by 44 C.F.R. part 18. Generally disclosure is required when applying for a grant of more than \$100,000 and if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Further, the recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event described in 44 C.F.R. § 18.110(c) that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the applicant.

The applicant is not currently required to submit the SF-LLL.

Notice of funding opportunity

I certify that the applicant organization has consulted the appropriate Notice of Funding Opportunity and that all requested activities are programmatically allowable, technically feasible, and can be completed within the award's Period of Performance (POP).

Accuracy of application

I certify that I represent the organization applying for this grant and have reviewed and confirmed the accuracy of all application information submitted. Regardless of intent, the submission of information that is false or misleading may result in actions by FEMA that include, but are not limited to: the submitted application not being considered for award, enforcement actions taken against an existing award pending investigation or review, or referral to the DHS Office of Inspector General.

Authorized Organizational Representative for the grant

By signing this application, I certify that I understand that inputting my password below signifies that I am the identified Authorized Organization Representative for this grant. Further, I understand that this electronic signature shall bind the organization as if the application were physically signed and filed.

Authorization to submit application on behalf of applicant organization

By signing this application, I certify that I am either an employee or official of the applicant organization and am authorized to submit this application on behalf of my organization; or, if I am not an employee or official of the applicant organization, I certify that the applicant organization is aware I am submitting this application on its behalf, that I have written authorization from the applicant organization to submit this application on their behalf, and that I have provided contact information for an employee or official of the applicant organization in addition to my contact information.

RESOLUTION NO.: 157 - 2026

OF

JULY 13, 2026

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
A MEMORANDUM OF UNDERSTANDING WITH
THE NEW YORK STATE DIVISION OF HOMELAND SECURITY
AND EMERGENCY SERVICES OFFICE OF FIRE PREVENTION AND CONTROL
FOR MUNICIPAL FIREFIGHTER TRAINING**

WHEREAS, the New York State Division of Homeland Security and Emergency Services Office of Fire Prevention and Control (DHSES/OFPC) maintains and provides training programs for career firefighters; and

WHEREAS, the City of Newburgh intends to send its newly hired firefighters to the DHSES/OFPC for training to meet the requisite training requirements needed to be a firefighter; and

WHEREAS, an Agreement by DHSES/OFPC will provide training to the City of Newburgh's firefighters is required; and

WHEREAS, there is no cost for the Agreement and the funding for the training services will be derived from A.3412.0463

WHEREAS, this Council deems it to be in the best interests of the City of Newburgh to enter into an Agreement with DHSES/OFPC;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the Memorandum of Understanding with the New York State Division of Homeland Security and Emergency Services Office of Fire Prevention and Control for the purpose of providing training to City of Newburgh firefighters.

New York State Division of Homeland Security and Emergency Services/Office of Fire Prevention and Control Municipal Firefighter Training Memorandum of Understanding

THIS AGREEMENT, made by and between the State of New York, acting by and through the New York State Division of Homeland Security and Emergency Services/Office of Fire Prevention and Control (hereinafter referred to as "DHSES/OFPC" or "State"), having its principal place of business located at the W. Averell Harriman State Office Campus, 1220 Washington Avenue, Albany, New York 12226 and _____ (Name of Municipality, hereinafter referred to as "Municipality"), having its principal place of business located at _____, Each Party to the Agreement is referred to individually as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, the Municipality employs firefighters pursuant to Civil Service Law § 58-a for the protection and safety of its residents; and

WHEREAS, Executive Law § 158 authorizes DHSES/OFPC to set minimum training standards for firefighters, including basic and in-service training, and requires DHSES/OFPC to approve such programs and certify the firefighters' completion of the aforementioned training programs to successfully carry out their duties and responsibilities; and

WHEREAS, the Municipality desires to send its firefighters to DHSES/OFPC to receive such firefighter training; and

WHEREAS, pursuant to Executive Law §156, the State maintains and provides training programs for both career and volunteer firefighters through either the NYS Academy of Fire Science or through programs at local departments and municipalities where DHSES/OFPC personnel provide training to assist local fire departments/municipalities with the requisite training needed to be a firefighter; and

WHEREAS, DHSES/OFPC is willing and able to provide such training to the Municipality's firefighters; and

WHEREAS, the Parties desire to enter into an Agreement whereby DHSES/OFPC will provide training to Municipality's firefighters designated in the Training Authorization Letters (hereinafter "Attachment A"). Each executed Attachment A is incorporated by reference to this Memorandum of Understanding.

TERMS AND CONDITIONS

NOW, THEREFORE, in furtherance of the above referenced objectives the Parties desire to enter into this Agreement to train the Municipality's firefighters in accordance with New York State law and agree as follows:

1. Municipality accepts and acknowledges that firefighting training is, or involves, inherently dangerous activities that can involve risks of injury, serious or grave injury, or death.

2. DHSES/OFPC will provide and/or conduct training or certify training programs for Municipality firefighters in accordance with the law and regulations.
3. With full knowledge and appreciation of these and other inherent risks associated with firefighting training, Municipality freely and voluntarily agrees to assume all risks of personal injury, caused by, or attributable to, the negligence of the State, and property damage occasioned by the training provided by DHSES/OFPC to the Municipality's designated firefighters.
4. Municipality shall be solely responsible for ensuring that its firefighters are medically evaluated and determined to be medically fit and cleared for firefighting activities, including training activities, and meet all other requirements to participate in the requested DHSES/OFPC firefighting training.
5. This Agreement includes the attached Training Authorization Letter(s), also known as Attachment A, which is/are incorporated herein by reference as though more fully set forth in their entirety and which are annexed hereto, setting forth the process and procedures for: (i) Communicating to DHSES/OFPC the names of the firefighters selected and designated by the Municipality to attend DHSES/OFPC's provided training; (ii) selecting the dates, times, and locations of the training sites; and (iii) identifying the documentation required to be submitted to DHSES/OFPC by the Municipality confirming that the Municipality's firefighters have met all the Municipality's requirements to become a member of its department, including written confirmation that the member is medically fit and cleared for firefighting and related training activities in accordance with 29 CFR 1910.134.
6. As an express condition of the State conducting firefighting training for members of the Municipality's Fire Department, Municipality waives, releases and forever discharges the State from any and all negligence actions, causes of action, suits, judgments, damages, claims, costs, and demands whatsoever, in law, or equity, which the Municipality has, may have or will have against the State, its officers, agents, and employees, if any, of every kind and nature and relating to the firefighting training provided and conducted by the State.
7. Municipality shall be solely responsible and answerable in damages for any and all claims and causes of action arising out of or related to firefighting training provided and conducted by the State pursuant to this Agreement to the extent attributable to the Municipality or of its firefighters, officers or employees. Municipality shall indemnify and hold harmless the State for any negligence claims, suits, actions, damages, and costs (including reasonable attorney fees) of every kind and nature made by the Municipality's firefighters or of its officers or employees related to the training provided and/or conducted by DHSES/OFPC pursuant to this Agreement.
8. The State is not responsible and/or liable for any malfunction or damage to any equipment owned, leased, or controlled by any Municipality other than the State used during this training scenario; and
9. This Agreement shall not apply to any actions, causes of action, suits, judgments, damages, claims, costs, and demands arising from the gross negligence, reckless conduct or intentional misconduct of the State or any of its agents.
10. JURISDICTION - This Agreement shall be construed according to the laws of the State of New York, except where the federal supremacy clause requires otherwise. Venue for any action or claim made pursuant to this Agreement shall be the County of Albany.
11. EXECUTION - By execution, delivery and performance of this Agreement, each Party represents to the other that it has been duly authorized by all requisite action on the part of the Municipality and the State respectively. This Agreement constitutes the legal, valid, and binding obligation of the Parties hereto.

12. This Agreement shall commence on the _____ [start date] and shall end on December 31st of the same calendar year in which it was originally executed. A new MOU shall be executed for each calendar year.
13. ENTIRE AGREEMENT - This Agreement, together with Attachment A and Appendix "A" represents the entire understanding and agreement between the Municipality and the State with respect to the subject matter hereof, and supersedes all other negotiations, understandings and representations (if any) made by and between such Parties.

IN WITNESS WHEREOF, the Municipality has caused this instrument to be sealed and signed by Municipality or its duly authorized agent/officer, and the State has caused this instrument to be executed by its duly authorized officer.

DHSES/OFPC Representative's Signature

DHSES/OFPC Representative's Name (printed)

DHSES/OFPC Representative's Title

Date

Municipality Representative Signature

Municipality Representative Name (printed)

Municipality Representative Title

Date

State of New York)

) ss.:

County of)

On the ____ day of ____ in the year _____, before me, the undersigned, personally appeared, personally known to me, or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____ (Signature and office of individual taking acknowledgment.)

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

**PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.**

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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, “the contract” or “this contract”) agree to be bound by the following clauses which are hereby made a part of the contract (the word “Contractor” herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State’s previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller’s approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor’s business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State’s prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER’S APPROVAL. In accordance with Section 112 of the State Finance Law, if this contract exceeds \$50,000 (or \$75,000 for State University of New York or City University of New York contracts for goods, services, construction and printing, and \$150,000 for State University Health Care Facilities) or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller’s approval of contracts let by the Office of General Services, either for itself or its customer agencies by the Office of General Services Business Services Center, is required when such contracts exceed \$85,000. Comptroller’s approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed \$125,000, and when a purchase order or other procurement transaction issued under such centralized contract exceeds \$200,000.

4. WORKERS’ COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers’ Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor’s employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in

accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records

must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "(a), (b) and (c)" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not

apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this

law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business and Technology Development
625 Broadway
Albany, New York 12245
Telephone: 518-292-5100

A directory of certified minority- and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue 33rd Floor
New York, NY 10017
646-846-7364
email: mwbebusinessdev@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp>

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 2023, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law §§ 899-aa and 899-bb and State Technology Law § 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a “procurement contract” as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the “Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012” (“Prohibited Entities List”) posted at: <https://ogs.ny.gov/iran-divestment-act-2012>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.



Training Authorization Letter

The student listed below is an active member of the agency indicated below, is at least 16 years of age, and is authorized to attend the course indicated below. I understand this training course may contain certain evolutions that simulate and/or create actual firefighting or rescue conditions. The Office of Fire Prevention and Control is not responsible and/or liable for any malfunction or damage to any equipment used during this training program.

PLEASE PRINT ALL INFORMATION

Course Information			
Course Name			
Course Number		Location	
Agency Authorization			
Agency Name		FDID #	Date
Print Name of Authorized Rep.		Original Signature	
COMPLETE THE APPROPRIATE SECTION BELOW			ORIGINAL INITIAL
☐ The student listed below is authorized to attend the training indicated			
☐ The student listed below has medical clearance to use Self-Contained Breathing Apparatus (SCBA), in accordance with 29 C.F.R. part 1910.134 for courses as required.			
If you cannot answer the questions above because you do not know the requirements of 29 C.F.R Part 1910 or do not know whether the firefighter listed below is authorized to use SCBA, please contact OFPC			
Student Information			
Last Name		First Name	MI
Address		City	State
New York Training ID		Primary Phone	Zip
Email Address			

I, _____, have read, fully understand and agree with the above
PRINT NAME OF STUDENT
information. I understand and acknowledge the importance of safety during the training course and further acknowledge that if an instructor believes that my behavior or abilities may cause a safety risk to myself or another, the instructor has the authority to remove me from the simulation or course.

ORIGINAL SIGNATURE OF STUDENT

DATE

16 or 17-year-old students must have the section below completed to participate in state fire training

The undersigned parent or legal guardian of _____
PRINT NAME OF STUDENT
consent to his/her participation in the training listed above. I have read, fully understand, and agree with the above information. I understand and acknowledge that safety is important during the training and further authorize the instructor to remove the student from the simulation or course if the instructor believes that his/her behavior or abilities may cause a safety risk to himself/herself or another.

PRINTED NAME OF LEGAL GUARDIAN

ORIGINAL SIGNATURE OF LEGAL GUARDIAN

DATE

RESOLUTION NO.: 158 - 2026

OF

JULY 13, 2026

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ENTER INTO AGREEMENTS WITH VARIOUS PARTIES
TO PROVIDE CREATIVE ARTS CLASSES AND RELATED SERVICES
IN CONNECTION WITH THE CITY OF NEWBURGH'S
ART-BIZ SUMMER SERIES FOR 2026**

WHEREAS, the City of Newburgh Arts & Cultural Commission successfully undertook an Art-Biz Workshop Series program in 2023 and 2024; and

WHEREAS, the City of Newburgh Arts & Cultural Commission will continue the ArtBiz Workshop Series program in 2026; and

WHEREAS, the ArtBiz Workshop Series is a program designed to engage youth and their families in activities that can lead to viable creative career paths by providing a series of free classes for youth focusing on providing exposure to career paths and career opportunities in arts and culture; and

WHEREAS, spanning a variety of artistic media, including visual art, performance, and hand-crafts, as well as other forms of cultural production such as writing, gardening, and culinary arts, Art-Biz Workshop Series 2026 will be taught by artists, makers, and other creative professionals for five (5) class sessions, culminating in a community exhibition and celebration of the work; and

WHEREAS, it is appropriate and necessary to authorize the City Manager to enter into agreements by which teaching artists, and necessary supplies, equipment and facilities shall be provided; and

WHEREAS, the costs for these activities will derive from budget line A.8043.0455 - Consultants Services in accordance with an approved vendor services agreement; and

WHEREAS, this Council has determined that entering into agreements in connection with this ArtBiz program is in the best interests of the City of Newburgh and its residents;

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Newburgh, New York hereby authorizes the City Manager to enter into agreements with terms and conditions as Corporation Counsel may require, with the teaching artists and providers of related necessary services in connection with the Art-Biz program.

Proposal for ArtBiz 2026 Youth Arts Workshop

Rawhide Frame Drum-Making: Natural Materials, Rhythm, and Respect

Submitted by	Adam Edwards
Workshop length	2 hours
Proposed age group	Youth ages 13-18
Project outcome	Each student completes a 10-inch rawhide frame drum and handmade drumstick.
Class size	Scalable based on organization-approved materials budget; estimated \$60 per student.
Availability	July 11, July 17, August 1, or August 8. Not available July 25.
Optional second class	Natural dye / earth pigment painting for the completed drums.

Artist Bio

Adam Edwards is an Afro-Indigenous artist, educator, builder, and cultural skills instructor with Black and Powhatan heritage from the Washington, DC area. His work centers traditional handcraft, herbalism, natural materials, survival skills, rhythm, youth mentorship, and reconnecting young people with land-based knowledge.

Adam learned rawhide frame drum making through Tulalip and Coast Salish teachers in the Lushootseed/Puget Sound cultural region of Washington State. He brings that learning forward with humility, respect, and a commitment to cultural responsibility. His teaching does not claim ownership over sacred songs or ceremonies; instead, he focuses on material craft, rhythm, repairability, respect for Indigenous technologies, and the responsibility to honor the communities these practices come from.

Adam has taught outdoor survival, handcraft, martial arts, and self-reliance skills to youth and adults, including successfully teaching children as young as 3 years old. His workshops are hands-on, grounded, and designed to help students leave with something real: a useful object, a deeper relationship to natural materials, and a better understanding of how art can carry history, responsibility, and healing.

Although Adam currently lives in Troy, NY, he is a Hudson Valley-based artist and is available to travel to Newburgh for this workshop.

Land and Lineage Acknowledgment

This workshop would take place in Newburgh, in the Hudson River Valley, on Indigenous homelands connected to Munsee Lenape, Wappinger, Esopus, Mohican, and other Native peoples of the Mahicannituck/Hudson River region. I acknowledge the long history of Indigenous presence, stewardship, displacement, survival, and continued cultural life in this region.

I also acknowledge my own ancestral connection as an Afro-Indigenous man of Black and Powhatan heritage from the Washington, DC area, the ancestral homelands of the Nacotchtank/Anacostan and Piscataway peoples. I learned rawhide frame drum making under Tulalip and Coast Salish teachers in the Lushootseed/Puget Sound region, and I approach this workshop with respect for those teachers, their communities, and the living Indigenous peoples whose cultural knowledge continues today.

This class will not teach sacred songs or ceremony. It will focus on handcraft, natural materials, rhythm, repairability, and respectful cultural learning.

Workshop Description

In this hands-on youth arts workshop, students will complete their own 10-inch rawhide frame drum and handmade drumstick in one 2-hour class. Students will work with prepared rawhide, rawhide lacing, a wooden frame, and drumstick materials to create a real, repairable musical instrument they can take home.

During the class, students will learn how rawhide changes when soaked, stretched, laced, and dried. They will prepare the rawhide, soak it, make the drumstick, prepare the lacing, stretch the hide over the frame, and lace the drum together. By the end of the workshop, each student will have a completed drum and drumstick. Because rawhide tightens as it dries, students will also learn how to care for the drum after class and when it will be ready for regular playing.

While the rawhide soaks, we will discuss Indigenous technologies, respect for cultural traditions, the difference between appreciation and appropriation, and the responsibility we all share to repair harm, honor the land, and approach cultural learning with humility.

Workshop Goals

- Create a completed 10-inch rawhide frame drum and handmade drumstick.
- Learn how natural materials can be transformed into a musical instrument.
- Understand basic rawhide preparation, soaking, stretching, lacing, drying, and care.
- Learn about repairability and how handmade objects can be maintained over time.
- Discuss Indigenous technologies, cultural respect, and responsible learning.
- Practice basic rhythm using finished sample drums while their own drums begin drying.

Brief Class Timeline

Time	Activity	Description
0:00-0:10	Welcome, introductions, safety guidelines, and land/lineage acknowledgment.	Students are introduced to the materials, purpose of the workshop, and cultural respect guidelines.
0:10-0:25	Introduce materials and prepare rawhide.	Students lay out prepared rawhide, identify the parts of the drum kit, and prepare the drum head for soaking.
0:25-0:35	Soak rawhide.	Students place rawhide in water and learn how rawhide changes as it absorbs moisture.
0:35-1:00	Cultural discussion.	While the rawhide soaks, students discuss Indigenous craft, respect, repair, appreciation versus appropriation, and responsibility to living communities.
1:00-1:20	Make drumsticks and prepare lacing.	Students make their drumsticks and prepare the rawhide lacing needed to tie the drum.
1:20-1:50	Stretch and lace drums.	Students stretch the soaked rawhide over the wooden frame and lace the drum together.
1:50-2:00	Care, drying process, and rhythm practice.	Students learn how to dry, care for, repair, and use their drums. Basic rhythm practice uses finished sample drums.

Final Work for Art Show

Each student will create a finished 10-inch rawhide frame drum and handmade drumstick. These finished drums can be displayed at the final Art Show. If desired, students can also participate in a short group rhythm demonstration using completed drums or finished sample drums.

Safety Plan

This workshop is youth-friendly and can be adapted for younger students, though this proposal is designed for the program's 13-18 age range. I have successfully taught children as young as 3 years old.

All drum holes will be pre-punched before class. There are only a few cuts needed, and those can be done with safety scissors. If any cutting is difficult, I can complete that portion for the students. No knives or sharp cutting tools will be required for students.

Prepared rawhide will be used rather than fresh animal hide. The frames and main materials will be prepared in advance so the class stays safe, clean, and realistic for a 2-hour workshop.

Materials and Budget

The class can expand to as many students as the organization approves, at an estimated materials cost of \$60 per student. This estimate includes the rawhide drum kit, drumstick kit, shipping, and related workshop supplies. The final class size can be adjusted to match the approved materials budget.

Item	Purpose	Source / Notes
10-inch rawhide frame drum kit	Main student drum materials	Fur and Hide drum kit

Item	Purpose	Source / Notes
Drumstick kit	Materials for handmade drumstick	Fur and Hide drumstick kits
Water tubs or soaking bins	Soaking prepared rawhide	Shared classroom supplies
Towels or rags	Table and material cleanup	Shared classroom supplies
Safety scissors	Few required cuts	No knives required for students
Table coverings	Protect tables during soaking and lacing	Shared classroom supplies
Finished sample drums	Rhythm practice and demonstration	Provided by instructor
Extra rawhide/lacing	Backup material	Provided as budget allows
Gloves, if needed	Optional student comfort and cleanliness	Shared classroom supplies

Supplier links: [10-inch drum kit](#) | [drumstick kits](#)

Optional Second Workshop: Natural Dye Drum Painting

If a second workshop is approved, it would focus only on painting and decorating the completed drums after they have dried. Students would return with their finished drums and learn how to paint them using natural dyes, earth pigments, and simple design principles.

The material cost for the second workshop would be substantially lower than the drum-making class, since the main supplies would be pigments, binders, paintbrushes, cups, and protective table covering.

This second class would allow students to complete a more visually finished piece for display at the final Art Show while learning about natural color, earth pigments, plant-based dyes, symbolic design, and responsible use of natural materials.



Headshot

ArtBiz 2026 Class Proposal

Coil Pot Vases

Prep: Paper templates for bases of pots (varying shapes and designs), mixed sized clay balls, dishes of slip and tools ready and accessible.

Step 1: Flatten out clay into small slabs using hands and rolling pins. Cut out the shape of the base using a template and wooden potters' knife or cookie cutters.

Step 2: Roll out coils and begin the first few layers of the vase. Discuss the different types of coil shapes besides simple horizontal coils. Compress each layer before adding an additional layer. Provide the option to smooth out the interior or neatly preserve separated coils.

Step 3: Take a break from building vases and roll out smaller slabs. Use cookie cutters to cut out shapes to paste on the outside of the vessel. Provide an option to free sculpt additions to add on the vessel.

Step 4: Continue building vase, specifically working towards building vertical volume.

Step 5: Add on any additions to the form. This could include but is not limited to, slab cutout shapes, three dimensional sculpted forms and or additional vertical coils.

Step 6: Finishing touches, clean up any messy areas with sponges and potters knives before adding color.

Step 7: Paint! Paint the vases with underglaze.

Photo examples:



Clay Games

Designed to be played if there's additional class time and or as an ice breaker

Timed Sculpt: Set a timer for three minutes, pick an overarching theme and sculpt something related to the chosen theme. Present what you made and why.

Longest coil: Hand out equal sized amounts of clay, set a timer for one minute, see who can roll out the longest coil without it breaking.

Coil Tower: Split into two teams, set timer for four minutes and see which team can build the tallest coil tower in time limit.

Life Casting

Duration: 2-Hour Workshop

Class Description

This immersive, hands-on workshop introduces students to the technical and creative skill of life casting. Participants will learn the foundational principles of mold-making and sculpture, gaining practical experience with alginate—a safe, skin-friendly, and fast-setting material widely used in professional art fabrication.

Students will learn how to mix materials, manage curing times, and successfully cast their own hands in high-fidelity detail. To make the artwork uniquely their own, students will then use various mixed media to decorate, paint, and personalize their finished casts. This workshop offers a unique opportunity for youth to learn a valuable, highly transferable three-dimensional art skill while expressing their individual style and creativity.

Final "Work" for Gallery Display

By the end of the 2-hour session, each student will have poured, demolded, and personally decorated a finished plaster hand cast.

Proposed Class Timeline (2 Hours Total)

- **Introduction** 10 min
- **Alginate Mold** 15 min
- **Pouring the Plaster** 10 min
- **Plaster Setting** 25 min - Down time: Play Telestrations
- **Demolding** 15 min
- **Drying with Heat Lamps** 10 min - Down time: Intro to decorative materials and how to choose
- **Decorating Cast** 30 min

Preliminary Supply List

- Alginate (fast-set, safe for skin)
- Hydrocal
- Mixing buckets and measuring cups
- Med Buckets (for mold making)
- Wooden stir sticks
- *Students provide:* Bring small object that they want to incorporate to sculpture for personalization (not required)

Judy Thomas

Cyanotype - Sun Prints (Indoor/Outdoor Project) - Instructor Judy Thomas

Goal/Outcome

Students will create cyanotypes with fresh leaves/flowers using sunlight.

Artist Educator Judy Thomas will guide students through the process of cyanotypes (sun prints) The experimental nature of this technique lends itself to fostering creativity and self-confidence. Projects will be tailored for every age group and ability.

Lesson Plan

Show examples of various cyanotypes.

Short history & explanation of chemical process.

The Cyanotype process was discovered in 1842. Paper is coated with iron salts that react to the UV light of the sun, converting the iron into a rich blue color.

- 1) students each get 2 pc chip board, 1 pc glass or plexi
put plexi on top of one board, save other board aside
- 2) students choose nature elements, arrange composition on piece of plexi
- 3) place print paper blue side down over composition, sign your name
- 4) cover with 2nd board.
- 5) Go outside (or inside next to bright window)
- 6) Carefully flip and remove the now top piece of cardboard
- 7) 4-7 minutes exposure
- 8) put cardboard back on top to transport back to classroom
- 9) rinse in trays
- 10) instructor may dry prints under weight to flatten
- 11) option to make 2nd print while outside (putting exposed paper in light proof bag or cardboard if time allows)

Materials Needed:

Grasses, Leaves & Flowers -

Instructor will collect day before workshop & keep in plastic bag to stay fresh.

<https://www.dickblick.com/items/nature-print-paper-print-papers-5-x-7-30-sheets/>

Nature Print Paper Print Papers - 5" x 7", 30 Sheets, Item #:11216-1001 1-2 packs @ \$11.92



2 x10 Pack 8"x10" Clear Acrylic Sheets 1/8" Thick (3mm) Transparent 10 pk= \$35 (2 pk= \$70)

<https://www.amazon.com/JINMURY-Plexiglass-Transparent-Engraving-Crafting/dp/B0CSGCL3D6>

40 pc 8 x 10 in - 8-1/2 x 11 inch (1/8" thick) chipboard to be sourced locally (can be cut to size)

optional 18 x 20" folded cardboard to protect exposed papers or blk contractor bag \$2

3-4 plastic trays to process exposed papers (from dollar store) \$1.50 - \$2 each

* cut out construction paper or other opaque materials can be used instead of natural materials

Approximate Class time 45 minutes. Approximate materials cost \$125. Please note Plexi & chip board reusable

Roxanne Contreras

For my ARTBIZ Workshop Proposal I plan to host a Zine Workshop that will be catered to ages 13-18. I plan to have the teens finish a quick zine using either the 8-fold, accordion, or staple binding methods.

What is a Zine?

A **Zine** is a homemade DIY booklet that can be independently produced by an individual or a small group. Zines are unconventional and take on many visual formats to discuss a variety of topics that could be out of the mainstream.

Goal for the Zine Workshop:

- Teach the students the different zine formats and binding methods.
- Provide examples of how they can be used designed to cater differing mediums (ex. collaging, mini-comics, poetry,& short-stories/ narrative)
- Explain why zines can be impactful and a great tools for narratives to drive stories or ideas forward to share and showcase with others.

Timeline for Class:

- Slide introduction of who I am, what I do as an Illustrator
- Explain what zines are and how they can be used + show my own and other examples of zines

- go into zine activity where each student creates their own free form zine (prompt could be incorporated that is Newburgh related to facilitate their final products)
- if time allows we could share our zine at the end (or wait for the art showcase) :)

Examples of my work:

I love creating narrative illustrations and using the zine formats for mini comics. It really helps me carry out my visual storytelling process, my work is catered to young adult readers.





If you would to see more work, feel free to check out my website linked here:
www.roxennecontreras.com

AGREEMENT FOR VENDOR SERVICES

THIS AGREEMENT is entered into as of this _____ day of _____, 2026, by and between the **CITY OF NEWBURGH**, a municipal corporation chartered under the authority of the State of New York, hereinafter referred to as the “**CITY**,” with principal offices at 83 Broadway, City Hall, Newburgh, New York 12550; and _____, an individual with principal offices at _____ hereinafter referred to as “**VENDOR**.”

ARTICLE 1. SCOPE OF WORK

VENDOR agrees to perform the SERVICES and identified in Schedule A, (the “SERVICES”) which is attached to, and is part of this Agreement. VENDOR agrees to perform the SERVICES in accordance with the terms and conditions of this Agreement. It is specifically agreed that the CITY will not compensate VENDOR for any SERVICES provided outside those specifically identified in Schedule A, without prior authorization, evidenced only by a written Addendum to this Agreement executed by the City Manager of the CITY after consultation with the City Department Head responsible for the oversight of this Agreement (hereinafter “Department Head”). In the event of a conflict between the body of this Agreement and Schedule A, the provisions in the body of this Agreement shall govern.

Any and all reports, documents, charts, graphs, maps, designs, images, photographs, computer programs and software, artwork, creative works, compositions, and the rights to employ, publish, disseminate, amend or otherwise use same, and/or any other intellectual property to be provided by VENDOR to CITY under the terms of this Agreement shall remain the property of VENDOR, except that CITY shall have VENDOR’s permission to make full use for the completion and implementation of the Project for which the material was prepared without compensation in addition to the amounts set forth in Article 3 and Schedule B of this Agreement. VENDOR shall have the affirmative obligation to notify CITY in a timely fashion of any and all limitations, restrictions or proprietary rights to such intellectual property and/or materials which may be applicable which would have the effect of restricting or limiting the exercise of the CITY’s rights regarding same for any purpose outside the scope of the Project and its implementation.

ARTICLE 2. TERM OF AGREEMENT

VENDOR agrees to perform the SERVICES and/or supply goods beginning _____, 2026, and ending _____, 2026.

ARTICLE 3. COMPENSATION

For satisfactory performance of the SERVICES or, as such SERVICES or goods may be modified by mutual written agreement, the CITY agrees to compensate VENDOR in accordance with the fees and expenses as stated in Schedule B, which is attached to and is part of this Agreement. VENDOR shall submit to the CITY an itemized invoice for SERVICES rendered, as set forth in Schedule B, and prepared in such form and supported by such documents as the CITY may reasonably require. The CITY will pay the proper amounts due VENDOR within 30 days after the CITY receives Claimant’s Certification form. If the Claimant’s Certification form is objectionable, the CITY will notify VENDOR, in writing, of the CITY’S reasons for objecting to all or any portion of the invoice submitted by VENDOR.

A not-to-exceed cost of \$800.00 in accordance with Schedule B has been established for the scope of SERVICES rendered by VENDOR. Costs in excess of such not-to-exceed cost, if any, may not be incurred without prior written authorization of the City Manager of the CITY, evidenced only by an Addendum to this Agreement, after consultation with the Department Head. It is specifically agreed to by VENDOR that the CITY will not be responsible for any additional cost or costs in excess of the above noted not-to-exceed cost if the CITY’S authorization by the City Manager is not given in writing prior to the performance of the SERVICES giving rise to such excess or additional costs.

Any bills or invoices sent by VENDOR to the CITY more than six (6) months after services which are the subject of such billing have been rendered shall not be paid by the CITY and the CITY shall have no liability therefor.

ARTICLE 4. EXECUTORY CLAUSE

The CITY shall have no liability under this Agreement to VENDOR or to anyone else beyond funds appropriated and available for this Agreement.

ARTICLE 5. PROCUREMENT OF AGREEMENT

VENDOR represents and warrants that no person or selling agency has been employed or retained by VENDOR to solicit or secure this Agreement upon an agreement or upon an understanding for a commission, percentage, a brokerage fee, contingent fee or any other compensation. VENDOR further represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties. VENDOR makes such representations and warranties to induce the CITY to enter into this Agreement and the CITY relies upon such representations and warranties in the execution hereof.

For a breach or violation of such representations or warranties, the CITY shall have the right to annul this Agreement without liability, entitling the CITY to recover all monies paid hereunder and VENDOR shall not make claim or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the CITY for such falsity or breach, nor shall it constitute a waiver of the CITY'S right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 6. CONFLICT OF INTEREST

VENDOR represents and warrants that neither it nor any of its directors, officers, members, partners or employees, have any interest nor shall they acquire any interest, directly or indirectly which would or may conflict in any manner or degree

with the performance or rendering of the SERVICES herein provided. VENDOR further represents and warrants that in the performance of this Agreement, no person having such interest or possible interest shall be employed by it and that no elected official or other officer or employee of the CITY, nor any person whose salary is payable, in whole or in part, by the CITY, or any corporation, partnership or association in which such official, officer or employee is directly or indirectly interested shall have any such interest, direct or indirect, in this Agreement or in the proceeds thereof, unless such person submits a letter disclosing such an interest, or the appearance or potential of same, to the City Manager and a copy to the Corporation Counsel of the CITY in advance of the negotiation and execution of this Agreement.

For failure to submit such letter of disclosure, or for a breach or violation of such representations or warranties, the CITY shall have the right to annul this Agreement without liability, entitling the CITY to recover all monies paid hereunder and VENDOR shall not make claim for, or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if elected, shall not constitute the sole remedy afforded the CITY for such falsity or breach, nor shall it constitute a waiver of the CITY'S right to claim damages or otherwise refuse payment to or to take any other action provided for by law, in equity or pursuant to this Agreement.

ARTICLE 7. FAIR PRACTICES

VENDOR and each person signing on behalf of the VENDOR represents, warrants and certifies under penalty of perjury, that to the best of their knowledge and belief:

A. The prices in this Agreement have been arrived at independently by VENDOR without collusion, consultation, communication, or agreement with any other bidder, proposer or with any competitor as to any matter relating to such prices which has the effect of, or has as its purpose, restricting competition;

B. Unless otherwise required by law, the prices which have been quoted in this Agreement and on the proposal or quote submitted by VENDOR have not been knowingly disclosed by

VENDOR prior to the communication of such quote to the CITY or the proposal opening directly or indirectly, to any other bidder, proposer or to any competitor; and

C. No attempt has been made or will be made by VENDOR to induce any other person, partnership, corporation or entity to submit or not to submit a proposal or quote for the purpose of restricting competition.

The fact that VENDOR (i) has published price lists, rates, or tariffs covering items being procured, (ii) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (iii) has provided the same items to the other customers at the same prices being bid or quoted does not constitute, without more, a disclosure within the meaning of this Article.

ARTICLE 8. INDEPENDENT CONTRACTOR

In performing the SERVICES and incurring expenses under this Agreement, VENDOR shall operate as, and have the status of, an independent contractor and shall not act as agent, or be an agent, of the CITY. As an independent contractor, VENDOR shall be solely responsible for determining the means and methods of performing the SERVICES and shall have complete charge and responsibility for VENDOR'S personnel engaged in the performance of the same.

In accordance with such status as independent contractor, VENDOR covenants and agrees that neither it nor its employees or agents will hold themselves out as, nor claim to be officers or employees of the CITY, or of any department, agency or unit thereof by reason hereof, and that they will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the CITY including, but not limited to, Worker's Compensation coverage, health coverage, Unemployment Insurance Benefits, Social Security coverage or employee retirement membership or credit.

ARTICLE 9. ASSIGNMENT AND SUBCONTRACTING

VENDOR shall not assign any of its rights, interest or obligations under this Agreement, or subcontract any of the SERVICES to be performed by it under this Agreement, without the prior express written consent of the City Manager of the CITY. Any such subcontract, assignment, transfer, conveyance, or other disposition without such prior consent shall be void and any SERVICES provided thereunder will not be compensated. Any subcontract or assignment properly consented to by the CITY shall be subject to all of the terms and conditions of this Agreement.

Failure of VENDOR to obtain any required consent to any assignment, shall be grounds for termination for cause, at the option of the CITY and if so terminated, the CITY shall thereupon be relieved and discharged from any further liability and obligation to VENDOR, its assignees or transferees, and all monies that may become due under this Agreement shall be forfeited to the CITY except so much thereof as may be necessary to pay VENDOR'S employees for past service.

The provisions of this clause shall not hinder, prevent, or affect any assignment by VENDOR for the benefit of its creditors made pursuant to the laws of the State of New York.

This agreement may be assigned by the CITY to any corporation, agency, municipality or instrumentality having authority to accept such assignment.

ARTICLE 10. BOOKS AND RECORDS

VENDOR agrees to maintain separate and accurate books, records, documents and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement.

ARTICLE 11. RETENTION OF RECORDS

VENDOR agrees to retain all books, records and other documents relevant to this Agreement for six (6) years after the final payment or termination of this Agreement, whichever later occurs. CITY, or any State and/or Federal auditors, and any other persons duly authorized by the CITY, shall have

full access and the right to examine any of said materials during said period.

ARTICLE 12. AUDIT BY THE CITY AND OTHERS

All Claimant Certification forms or invoices presented for payment to be made hereunder, and the books, records and accounts upon which said Claimant's Certification forms or invoices are based are subject to audit by the CITY. VENDOR shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the CITY so that it may evaluate the reasonableness of the charges, and VENDOR shall make its records available to the CITY upon request. All books, Claimant's Certification forms, records, reports, cancelled checks and any and all similar material may be subject to periodic inspection, review and audit by the CITY, the State of New York, the federal government, and/or other persons duly authorized by the CITY. Such audits may include examination and review of the source and application of all funds whether from the CITY, State, the federal government, private sources or otherwise. VENDOR shall not be entitled to any interim or final payment under this Agreement if any audit requirements and/or requests have not been satisfactorily met.

ARTICLE 13. INSURANCE

For all of the SERVICES set forth herein and as hereinafter amended, VENDOR shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, insurance as may be required by law. Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers of recognized financial standing satisfactory to the CITY who have been fully informed as to the nature of the SERVICES to be performed. Where applicable, the CITY shall be an additional insured on all such policies with the understanding that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligation of VENDOR and not those of the CITY. Notwithstanding anything to the contrary in this Agreement, VENDOR irrevocably waives all claims against the CITY for all losses, damages, claims or expenses resulting from risks

commercially insurable under this insurance described in this Article 13. The provisions of insurance by VENDOR shall not in any way limit VENDOR'S liability under this Agreement.

When applicable, VENDOR shall attach to this Agreement certificates of insurance evidencing VENDOR'S compliance with the following requirements:

Each policy of insurance shall contain clauses to the effect that (i) such insurance shall be primary without right of contribution of any other insurance carried by or on behalf of the CITY with respect to its interests, (ii) it shall not be cancelled, including, without limitation, for non-payment of premium, or materially amended, without fifteen (15) days prior written notice to the CITY, directed to the City Manager, the Corporation Counsel and to the Department Head and the CITY shall have the option to pay any necessary premiums to keep such insurance in effect and charge the cost back to VENDOR.

To the extent it is commercially available, each policy of insurance shall be provided on an "occurrence" basis. If any insurance is not so commercially available on an "occurrence" basis, it shall be provided on a "claims made" basis, and all such "claims made" policies shall provide that:

- A. Policy retroactive dates coincide with or precede VENDOR'S start of the performance of this Agreement (including subsequent policies purchased as renewals or replacements);
- B. VENDOR will maintain similar insurance for at least six (6) years following final acceptance of the SERVICES;
- C. If the insurance is terminated for any reason, VENDOR agrees to purchase an unlimited extended reporting provision to report claims arising from the SERVICES performed or goods provided for the CITY; and
- D. Immediate notice shall be given to the CITY through the City Manager of circumstances or incidents that might give rise to future claims with respect to the SERVICES performed under this Agreement.

ARTICLE 14. INDEMNIFICATION

VENDOR agrees to defend, indemnify and hold harmless the CITY, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement), whether incurred as a result of a claim by a third party or any other person or entity, arising out of the SERVICES performed pursuant to this Agreement which the CITY or its officials, employees or agents, may suffer by reason of any negligence, fault, act or omission of VENDOR, its employees, representatives, subcontractors, assignees, or agents.

In the event that any claim is made or any action is brought against the CITY arising out of the negligence, fault, act, or omission of an employee, representative, subcontractor, assignee, or agent of VENDOR either within or without the scope of his respective employment, representation, subcontract, assignment or agency, or arising out of VENDOR'S negligence, fault, act or omission, then the CITY shall have the right to withhold further payments hereunder for the purpose of set-off of sufficient sums to cover the said claim or action. The rights and remedies of the CITY provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

ARTICLE 15. PROTECTION OF CITY PROPERTY

VENDOR assumes the risk of and shall be responsible for, any loss or damage to CITY property, including property and equipment leased by the CITY, used in the performance of this Agreement and caused, either directly or indirectly by the acts, conduct, omissions or lack of good faith of VENDOR, its officers, directors, members, partners, employees, representatives or assignees, or any person, firm, company, agent or others engaged by VENDOR as an expert consultant specialist or subcontractor hereunder.

In the event that any such CITY property is lost or damaged, except for normal wear and tear, then the CITY shall have the right to withhold further payments hereunder for the purposes of set-off in sufficient sums to cover such loss or damage.

VENDOR agrees to defend, indemnify and hold the CITY harmless from any and all liability or claim for loss, cost, damage or expense (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement) due to any such loss or damage to any such CITY property described in this Article.

The rights and remedies of the CITY provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or by this Agreement.

ARTICLE 16. CONFIDENTIAL INFORMATION

In the course of providing the SERVICES hereunder, VENDOR may acquire knowledge or come into possession of confidential, sensitive or proprietary information belonging to CITY. VENDOR agrees that it will keep and maintain such information securely and confidentially, and not disclose such information to any third parties, including the media, nor use such information in any manner publically or privately, without receiving the prior approval, in writing, of the CITY authorizing such use. VENDOR'S obligations under this clause to maintain the confidentiality of such information and to refrain from using such information in any manner without the prior written approval of the CITY shall survive the termination or expiration of this Agreement.

ARTICLE 17. TERMINATION

The CITY may, by written notice to VENDOR effective upon mailing, terminate this Agreement in whole or in part at any time (i) for CITY'S convenience, (ii) upon the failure of VENDOR to comply with any of the terms or conditions of this agreement, or (iii) upon the VENDOR becoming insolvent or bankrupt.

Upon termination of this Agreement, the VENDOR shall comply with any and all CITY closeout procedures, including, but not limited to:

A. Accounting for and refunding to the CITY within thirty (30) days, any unexpended funds which have been paid to VENDOR pursuant to this Agreement; and

B. Furnishing within thirty (30) days an inventory to the CITY of all equipment, appurtenances and property purchased by VENDOR through or provided under this Agreement, and carrying out any CITY directive concerning the disposition thereof.

In the event the CITY terminates this Agreement in whole or in part, as provided in this Article, the CITY may procure, upon such terms and in such manner as deemed appropriate, SERVICES similar to those so terminated, and the VENDOR shall continue the performance of this Agreement to the extent not terminated hereby. If this Agreement is terminated in whole or in part for other than the convenience of the CITY, any SERVICES or goods procured by the CITY to complete the SERVICES herein will be charged to VENDOR and/or set-off against any sums due VENDOR.

Notwithstanding any other provision of this Agreement, VENDOR shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of VENDOR'S breach of the Agreement or failure to perform in accordance with applicable standards, and the CITY may withhold payments to VENDOR for the purposes of set-off until such time as the exact amount of damages due to the CITY from VENDOR is determined.

The rights and remedies of the CITY provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

ARTICLE 18. GENERAL RELEASE

The acceptance by VENDOR or its assignees of the final payment under this Agreement, whether by Claimant's Certification form, judgment of any court of competent jurisdiction, or administrative means shall constitute and operate as a general release to the CITY from any and all claims of VENDOR arising out of the performance of this Agreement.

ARTICLE 19. SET-OFF RIGHTS

The CITY shall have all of its common law, equitable and statutory rights of set-off. These

rights shall include, but are not limited to, the CITY'S right to withhold for the purposes of set-off any monies otherwise due VENDOR (i) under this Agreement, (ii) under any other agreement or contract with the CITY, including any agreement or contract for a term commencing prior to or after the term of this Agreement, (iii) from the CITY by operation of law, the CITY also has the right to withhold any monies otherwise due under this Agreement for the purposes of set-off as to any amounts due and owing to the CITY for any reason whatsoever including, without limitation, tax delinquencies, fee delinquencies or monetary penalties or interest relative thereto.

ARTICLE 20. DISPUTE RESOLUTION

All disputes shall be heard in the Supreme Court of the State of New York, with venue in Orange County or if appropriate, in the Federal District Court with venue in the Southern District of New York, White Plains division.

ARTICLE 21. GOVERNING LAW

This Agreement shall be governed by the laws of the State of New York. VENDOR shall render all SERVICES under this Agreement in accordance with applicable provisions of all federal, state and local laws, rules and regulations as are in effect at the time such SERVICES are rendered.

ARTICLE 22. CURRENT OR FORMER CITY EMPLOYEES

VENDOR represents and warrants that it shall not retain the SERVICES of any CITY employee or former CITY employee in connection with this Agreement or any other agreement that said VENDOR has or may have with the CITY without the express written permission of the CITY. This limitation period covers the preceding three (3) years or longer if the CITY employee or former CITY employee has or may have an actual or perceived conflict of interests due to their position with the CITY.

For a breach or violation of such representations or warranties, the CITY shall have the right to annul this Agreement without liability, entitling the CITY to recover all monies paid hereunder and VENDOR shall not make claim for or be entitled to recover, any sum or sums otherwise due under

this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the CITY for such falsity or breach, nor shall it constitute a waiver of the CITY'S right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 23. ENTIRE AGREEMENT

The rights and obligations of the parties and their respective agents, successors and assignees shall be subject to and governed by this Agreement, including Schedules A and B, which supersede any other understandings or writings between or among the parties.

ARTICLE 24. MODIFICATION

No changes, amendments or modifications of any of the terms and/or conditions of this Agreement

shall be valid unless reduced to writing and signed by the party to be bound. Changes in the scope of SERVICES in this Agreement shall not be binding, and no payment shall be due in connection therewith, unless prior to the performance of any such SERVICES, the City Manager of the CITY, after consultation with the Department Head and Corporation Counsel, executes an Addendum to this Agreement, which Addendum shall specifically set forth the scope of such extra or additional SERVICES and the amount of compensation and the extension of the time for performance, if any, for any such SERVICES. Unless otherwise specifically provided for therein, the provisions of this Agreement shall apply with full force and effect to the terms and conditions contained in such Addendum.

IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the date set forth above.

CITY OF NEWBURGH

VENDOR

BY: _____
JASON MORRIS
INTERIM CITY MANAGER

BY: _____
NAME:
TITLE: ArtBiz Teaching Artist

Per Resolution No.:

DATE: _____

DATE: _____

APPROVED AS TO FORM:

Michelle Kelson
Corporation Counsel

Nancy Bloom
Corporation Counsel

SCHEDULE A

SCOPE OF SERVICES

Deliverables:

- Oversee a group of children for a single, 2 hour workshop occurring July-August.
- Prepare a lesson plan to be approved by the Art-Biz project management team
- Prepare a materials list to be approved by the Art-Biz project management team
- Meet with the Art Biz project manager to communicate progress and prepare for class
- Participate in a short 5 minute demonstration for a live marketing experience
- Prepare class evaluation
- Assist in the organization and administration of a one-day showcase of the children's artwork

Timeline:

- Prepare lesson plan and materials list on or before 2 weeks prior to Art-Biz Class session
- Submit close out report no later than 10 days after last Art-Biz Class session and exhibition

SCHEDULE B

FEES AND EXPENSES

Vendor will be compensated at \$400 for one class plus reimbursement for materials total cost not to exceed \$400.

DRAFT

RESOLUTION NO.: 159 -2026

OF

JULY 13, 2026

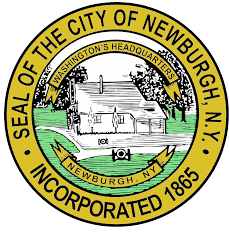
**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH
ADOPTING A HOMETOWN HEROES MILITARY BANNER PROGRAM**

WHEREAS, the City of Newburgh would like to recognize and honor residents who served or who are serving in the United States Armed Services; and

WHEREAS, the City of Newburgh will start an on-going Hometown Hero Military Banner Program to honor City of Newburgh residents; and

WHEREAS, the costs incurred in the administration of the program will be paid by the applicants;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newburgh hereby adopts the City of Newburgh Hometown Heroes Military Banner Program, a copy of which is attached hereto and made a part of this Resolution, to honor City of Newburgh residents.



CITY OF NEWBURGH HOMETOWN HEROES MILITARY BANNER PROGRAM POLICY AND GUIDELINES

The Hometown Heroes Military Banner Program recognizes those who are currently serving or who have honorably served in the United States Armed Forces, and pays tribute to our living and deceased veterans. The purpose of this policy is to establish the requirements and procedures by which the City will permit the use of City owned streetlight poles to display Military Banners that have a direct and substantial civic and/or community benefit, while enhancing the aesthetic and visual character of City of Newburgh's thoroughfares. The display of the Military Banners is intended to contribute to the community's quality of life and help foster a distinct sense of character and pride throughout the City of Newburgh.

The City Manager and the Superintendent of Public Works, or their designees, shall manage the Hometown Heroes Military Banner Program and have sole authority to approve the installation of banners that meet the requirements as set forth in the following guidelines. The City's decision to install any banner will be based on the availability of City staff, resources, infrastructure, and scheduling for installation and removal, as well as the banners' compliance with the banner program, including fulfillment of the criteria described above under "Banner Design, Content and Specifications."

By adopting and administering the Hometown Heroes Military Banner Program, the City does not intend to designate City light poles as a forum for expressive activity, nor does it intend to create or establish a public forum for expressive activity or speech.

ELIGIBILITY

Honorees must be:

1. United States Military personnel
2. Currently serving, honorably discharged, retired, or deceased
Supply verification of Military Status (Military ID or DD 214 form).

To verify military status, please visit:

- Department of Defense website
 - o <http://www.defense.gov/>
- Veterans Service Records
 - o <http://www.archives.gov/veterans/military-service-records/>

3. A current City of Newburgh resident OR an immediate family member of a current City of Newburgh resident. (Immediate family members shall include spouse, domestic partner, child,

grandchild, parent, grandparent, sibling, or child in-law). Applicant shall provide a clear description of relationships to honoree on the City's Banner Application. Residency and relationship status shall be subject to verification by the City. Additional documentation may be requested by the City as necessary.

BANNER DESIGN AND SPECIFICATIONS

1. The banner design shall be uniform and consistent with the final design, layout and size to be determined by the Superintendent of Public Works.
2. The banner will display the honoree's name, photograph, branch of US military service, corresponding service logo, duration of service, any awards, military conflict of participation and name of sponsor (City of Newburgh).
3. All banners shall conform to the following specifications, unless specified otherwise approved or specified by the City.
 - Banner Fabric Synthetic or synthetic blend
 - **ALTERNATIVE SIZING:** 18" x 36", 24" x 48" or as otherwise determined appropriate by the Superintendent of Public Works
 - Banner Fabrication Double-layered hems with 5/8 inch grommets for stability
4. City Staff may add wind vents and/or safety cables on banners as necessary to help prolong the life and durability of the banner and/or the supporting infrastructure.

APPLICATION PROCESS

The banner applications and guidelines can be obtained through the City of Newburgh's website at www.cityofnewburgh-ny.gov or from the City of Newburgh Clerks Office.

1. Applications for new banners should be submitted to the City Clerk's Office for processing during two application cycles each year:
 - a. December 1 – March 31 – Spring/Summer installation
 - b. June 1 – September 30 - Fall/Winter installation
2. Completed applications must include the honoree's name, branch of service, a clear photograph ideally submitted in digital format, contact information for the applicant, and a form of identification to verify City of Newburgh residency for service member honoree or immediate family member.
 - a. Photograph: A 5x7 or larger photograph must be submitted. The photograph must be of the honoree in uniform. It must be of good quality, and will be returned to the applicant the banner has been installed. Digital submittals of photographs are highly encouraged and preferred.
3. The fee for new applications/banners is \$375. The fee may be adjusted for costs or to meet the operational demands of the program.
4. Only one banner shall be permitted per service member.
5. The City will generate and produce the banner after receipt of completed and validated application and application fee.

BANNER LOCATION / POLE SELECTION

The City shall designate corridors that have eligible light poles that may receive banner installations. Banner locations shall be limited to light poles that are owned and maintained by the City and that are deemed suitable for the program as determined by the Superintendent of Public Works. The City will not remove or trim trees to accommodate banner installations. The banners shall be installed on the street side of the light pole, perpendicular to the street. Generally, wooden utility poles with overhead lights are owned and maintained by third-party utilities and will not be considered for inclusion in the program.

1. Installation and removal of banners shall be at the discretion of the City.
2. The applicant may request a specific corridor that has been pre-selected by the City where they would like the banner displayed. However, the City shall make the final determination for each banner installation based upon availability at the time of installation. Available corridors for banner installation are listed below as follows:
 - a. Marine Drive (NY Route 980T), between North Montgomery Street and Renwick Street - mounted on the City-owned black decorative light poles
 - b. Lake Street (NY Route 32), between Washington Street/Terrace and municipal boundary with the Town of New Windsor - mounted on City-owned aluminum light poles
 - c. Lake Drive - mounted on City-owned aluminum light poles
 - d. Park Place - mounted on City-owned black decorative light poles
 - e. Colden Street, between Broadway and Marine Drive – mounted on City-owned black decorative light poles
 - f. Front Street – mounted on City-owned green decorative light poles
 - g. Robinson Avenue (9W), between South Street and Third Street – mounted on black decorative light poles
3. Banners locations will be limited to City-owned and maintain light poles. Banners shall not be displayed on utility or light poles owned by third party utilities, any traffic signal infrastructure, or any location which affects the safety of the installers or function of a light pole.
4. The City shall not be responsible for replacing banners that are lost, stolen, damaged, or destroyed due to age, vandalism, or any acts of nature, including high winds.

NEW BANNERS

1. New banner recipients will be recognized through an individual press release posted on the City's website.
2. Installation of banners will occur within one month after the City receives the banner from the manufacturer, weather permitting. Applicants will be informed via email when banner installation is complete.
3. The City reserves the right to postpone or cancel any installation due to inclement weather or other safety concerns.

4. The City reserves the right to partner with third party volunteer or not-for-profit organizations such as the Greater Newburgh Rotary Club to handle banner construction administration.

AFTER INSTALLATION

1. Banners shall remain the property of the City until removed and presented to the applicant, honoree, or honoree's family after the banner installation period.

2. Banners shall be displayed for a maximum of two (2) years, or until the banners begin to show deterioration.

3. The City will repair and reinstall banners that become separated from their brackets for up to one (1) year following initial installation.

a. Any banners that become disconnected from their installed location and/or are lost due to weather conditions after one year following installation will not be replaced by the City unless the Applicant follows the Replacement and/or Relocation process outlined below.

4. The City will conduct periodic inspections; however, the City shall not be responsible for banners damaged due to weather conditions or other unforeseen events. The City will make reasonable efforts to repair and rehang banners as time and condition permits. Any banner that cannot be readily repaired will be removed without replacement.

5. At the end of the two (2) year display period, the City's Department of Public Works will contact the honoree, honoree's family and/or applicant via email to arrange for pick-up of the banner within thirty (30) days of banner removal. Any banners unclaimed after this period shall become the property of the City and/or be disposed of, and the pole location will be released for display of a different honoree.

REPLACEMENT AND/OR RELOCATION

1. Replacement banners are available for a fee of \$200 for a period within two (2) years after initial installation for banners damaged by weather or other causes, or due to a change in the honoree's military status. Renewal fee is subject to change based upon actual costs incurred by the City. The installation of a replacement banner does not restart the original 2-year banner display timeframe.

2. Applicants for replacement banners will be accepted as needed and processed on a first-come, first-served basis.

3. Installation of replacement banners will occur within one month after the City receives the new banner from the manufacturer, weather permitting.

4. Applicants will be notified via email once replacement banners have been installed.

5. An applicant may request a banner relocation subject to the payment of a \$120 fee. Relocation may only be requested after the initial two-year banner display period expires and only upon receipt and approval of a new application. Renewal fee is subject to change based upon actual costs incurred by the City.

RESOLUTION NO.: 160 - 2026

OF

JULY 13, 2026

**A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN
THE CITY OF NEWBURGH AND MGT IMPACT SOLUTIONS, LLC
FOR PROFESSIONAL CONSULTING SERVICES TO CONDUCT
A SEARCH AND RECRUITMENT PROCESS TO IDENTIFY
QUALIFIED SUITABLE CANDIDATES FOR THE POSITION
OF CITY MANAGER OF THE CITY OF NEWBURGH**

WHEREAS, the City of Newburgh issued Request for Proposals #4.26 seeking proposals for consulting services to conduct a search and recruitment process to identify suitable candidates for the position of City Manager of the City of Newburgh; and

WHEREAS, MGT Impact Solutions, LLC submitted a proposal to provide professional consulting services to the City of Newburgh to conduct an executive search and recruitment for the position of City Manager of the City of Newburgh; and

WHEREAS, the total budget for the consulting services and reimbursable expenses will be not exceed \$57,000.00 and will be derived from A.1230.0455-Consultant Services; and

WHEREAS, this Council has determined that entering into a professional services agreement with MGT Impact Solutions, LLC for the City Manager search and recruitment process in the best interests of the City of Newburgh;

NOW, THEREFORE BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Interim City Manager be and he is hereby authorized to enter into an agreement with MGT Impact Solutions, LLC at a not to exceed cost of \$57,000.00 for professional consulting services to conduct an executive search and recruitment for the position of City Manager of the City of Newburgh.

CITY OF NEWBURGH
Professional Services Agreement

This professional services agreement (“Agreement”) is made and entered into this _____ day of _____, 2026, by and between the City of Newburgh, a municipal corporation, with an office address of 83 Broadway, Newburgh, New York 12550 (“City”), and MGT Impact Solutions, LLC, with an office address of 4320 West Kennedy Boulevard, Tampa, FL 33609 (“Consultant”).

WITNESSETH

WHEREAS, the City is undertaking a search for a City Manager to serve as the City chief executive officer in accordance with the powers, duties and responsibilities provided in the City Charter of the City of Newburgh and pursuant to applicable New York State laws, rules and regulations; and

WHEREAS, the City seeks Consultant’s services in order to assist the City to advance the City’s goals and objectives; and

WHEREAS, Consultant shall provide such services as more fully described in this Contract, along with any schedules or exhibits, which are incorporated by reference and made part of this Agreement, as follows:

Schedule A – Scope of Services (hereafter referred to as “Services”)

Schedule B – Pricing Matrix/Fee Schedule

WHEREAS, the term shall begin upon receipt of a fully-executed Agreement by Consultant from the City, with work elements being started during the term and continuing to completion and acceptance by the City.

WHEREAS, the basic services amount to be expended under this Agreement shall not exceed \$57,000.00, inclusive of reimbursable expenses as set forth in Exhibit B, with payment being made in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the statements and conditions herein, the City does hereby engage Consultant to perform the services, and Consultant does hereby agree to perform such services described herein. The City and Consultant agree as follows:

[Remainder of this page intentionally left blank. Terms and conditions to follow.]

1. GENERAL OBLIGATIONS OF CONSULTANT

- 1.1 This Agreement incorporates by reference as if set forth herein the Consultant's proposal dated May 15, 2026 and any subsequently submitted documents, communications and representations ("Proposal Documents") utilized by the City in evaluating the Consultant for award of this Agreement.
- 1.2 This Agreement sets forth the general terms and conditions governing the entire Scope of Services (**Exhibit A**) that the City may seek and the actual Services obligated by the City pursuant to a properly executed Task Order. This Agreement alone does not obligate compensation to be paid by the City or Services to be performed by the Consultant. Services and compensation for such Services shall only be obliged upon the proper and complete execution of a Task Order.
- 1.3 The Consultant shall thoroughly familiarize itself with the nature and scope of the Scope of Services under this Agreement and with matters which may affect this Scope of Services, including the Law governing the Scope of Services and this Agreement. "Law" means all existing and future federal, state, and local statutes, laws, codes, ordinances, decrees, rules, regulations, requirements, required permits and licenses, and orders, of any governmental authority, entity, or agency whether federal, state, municipal, local, or other government body or subdivision. Any failure by the Consultant to thoroughly familiarize itself with and understand such matters shall not relieve the Consultant of its obligations under this Agreement or any Task Order hereunder.
- 1.4 The Consultant shall perform the Services contained in any Task Order in a diligent, safe, and workmanlike manner that conforms to generally accepted industry and professional practices, and the care and skill ordinarily exercised, for such Services. The Consultant will perform work under this contract by competent personnel under the management, supervision, and direction or employment of, the Consultant.
- 1.5 The Consultant shall commit adequate resources to perform the Services.
- 1.6 The Consultant shall submit all compliance documentation required by the City in any attachments hereto, or otherwise required by any RFP or Task Order(s) related to the Services.

2. GENERAL OBLIGATIONS OF THE CITY

- 2.1 City agrees to compensate the Consultant for its performance of the Services under any proper and fully executed Task Order at the schedule set forth in the applicable Task

Order and at the rates established in **Exhibit B** (also referred to herein as the “Pricing Matrix” or the “Fee Schedule”). Consultant agrees that in no event will the City pay the Consultant more than \$57,000.00 (“Total Fee”) for the Services under all Task Orders under this Agreement, inclusive of reimbursable expenses, which shall not exceed \$25,000.00 as set forth in Exhibit B. The Consultant under no circumstances shall exceed the Total Fee without a properly and fully executed modification placed against this Agreement. the City will not be obligated to remit payment to the Consultant for any fees or expenses (including termination costs and travel expenses) if to do so would exceed the Total Fee, and the Consultant shall not be obligated to continue performance if to do so would cause the Consultant's fees to exceed the Total Fee, unless and until the Parties properly and fully execute a modification against this Agreement.

- 2.2 the City shall, in its sole discretion, determine the extent to which it will use the Services of the Consultant. This Agreement does not guarantee any minimum number of hours or amount of funds to be utilized over its term.
- 2.3 Nothing herein is intended nor shall it be construed as creating any exclusive arrangement with the Consultant. The Consultant shall not restrict the City from contracting with other entities for any or all of the Services contained in the Scope of Services.

3. TASK ORDERS

- 3.1 All Services and compensation shall be obligated pursuant to a Task Order, which shall include a Statement of Work that will set forth the specific Services required by the City.

4. TERM OF AGREEMENT

- 4.1 This Agreement shall commence as of the Effective Date and shall terminate on December 31, 2026. Any extension of this Agreement shall be mutually agreed to by the Parties in writing through a modification to the Agreement. If the Agreement is not modified, unless otherwise instructed by the City, by the end of the period of the Agreement, Consultant shall deliver any and all Property belonging to the City to a location designated by the City. In addition, the Consultant, at no additional cost, shall: (a) cooperate fully at the direction of the City in the orderly transition of the Services to its successor; and (b) undertake the orderly cessation of the Services. For the purposes of this provision, “Property” means all tangible and real property owned or leased by the City. the City property includes both the City-furnished and Consultant-acquired property. the City property includes material, equipment, special tooling, special test equipment, and real property.

5. CONSULTANT REPRESENTATIONS AND WARRANTIES

5.1 Consultant represents, covenants, and warrants that:

- 5.1.1 The Consultant is a company in good standing and qualified to carry on business in the State of New York and has the approval, capacity, and authority to enter into this Agreement and to perform the obligations of the Consultant under this Agreement.
- 5.1.2 This Agreement does not in any way conflict with any other agreements of the Consultant.
- 5.1.3 The Consultant possesses the business, professional, and technical expertise, and training required to perform the Services.
- 5.1.4 The Consultant has or shall obtain, or cause to be obtained, all personnel necessary, with appropriate education, experience and expertise, to undertake and provide the Services in a manner satisfactory to the City.
- 5.1.5 The Consultant possesses the equipment, facilities, and employees to perform the obligations under this Agreement.
- 5.1.6 The Consultant and/or its facilities, employees, or agents, have been issued, as of the date of this Agreement and throughout the term of the Agreement, all material permits, licenses, certificates, or approvals required by applicable Law necessary to perform the Services.
- 5.1.7 That all documents, including, but not limited to, invoices, billings, back-up information for invoices, and reports submitted by the Consultant to the City in connection with the Services are complete and accurate to the best of the knowledge of the Consultant. The Consultant represents that the City, for whatever purpose, may rely upon all such documents and the data therein as being complete and accurate. The Consultant agrees to promptly notify the City upon discovery of any instances where the Consultant becomes aware of any discrepancies in relation to documents under this Section.

6. INSPECTION & ACCEPTANCE

- 6.1 Consultant shall only tender for acceptance those items that conform to the requirements of this Agreement. the City reserves the right to inspect or test any deliverables or Services that have been tendered for acceptance. the City may require

repair or replacement of nonconforming Services at no increase in compensation. If repair/replacement or reperformance will not correct the defects or is not possible, the City may seek an equitable price reduction or adequate consideration for acceptance of nonconforming Services. the City must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

7. PAYMENT AND ACCOUNTING PROCEDURES

- 7.1 Payment for all Services shall be made in United States currency.
- 7.2 Payment will only be made upon receipt of an accurate and complete invoice from the Consultant for Services rendered, in conformance with the Task Order's payment schedule.
- 7.3 The City reserves the right to refuse payment on any portion thereof, until such portion is acceptably presented.
- 7.4 Except as may be specifically provided in the Task Order, the Consultant is solely responsible for all the Consultant's costs and any other expenses necessarily and incidentally incurred in order to complete the Services.
- 7.5 Consultant shall submit an electronic invoice to the City's Comptroller. Each invoice must include all applicable supporting documentation, including but not limited to:
 - 7.5.1 Name and address of the Consultant;
 - 7.5.2 Invoice date and number;
 - 7.5.3 Task Order number;
 - 7.5.4 Description of services, quantity of Services, unit or rate of measure of the items delivered;
 - 7.5.5 If applicable, shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
 - 7.5.6 Terms of any discount for prompt payment offered;
 - 7.5.7 Receipts and expense reports;

7.5.8 Subcontractor invoices; Federal and state forms;

7.5.9 Name and address of official to whom payment is to be sent;

7.5.10 Name, title, and phone number of person to notify in the event of defective invoice;
and

7.5.11 Additional information as reasonably required by the City Comptroller.

7.6 All amounts paid by the City to the Consultant are subject to audit by the City, as set forth in Section 10 of this Agreement.

7.7 Payment received hereunder shall be the full and complete satisfaction of any and every claim resulting from the approved items in such requisition.

7.8 The City's payment of all or a part of an invoice shall neither relieve the Consultant of any of its obligations under this Agreement nor constitute a waiver of any claims by the City.

8. TERMINATION

8.1 Termination for Cause. If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner his obligations under this Agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) business days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Consultant under this Agreement shall, at the option of the the City, become the City's property and the Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Consultant, and the City may withhold any payments to the Consultant for the purpose of set-off until such time as the exact amount of damages due the City from the Consultant is determined.

8.2 Termination for Convenience. the City may terminate this Agreement at any time by giving at least ten (10) business days' notice in writing to the Consultant. If this Agreement is terminated by the City as provided herein, the Consultant will be paid for the time provided and expenses incurred up to the termination date.

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- 8.3 Upon termination of this Agreement, the Consultant, at no additional cost, shall: (a) cooperate fully at the direction of the City in the orderly transition of the Services to its successor; and (b) undertake the orderly cessation of the Services.

9. SUPERVISION OF SERVICES

- 9.1 The the City may, upon reasonable prior notification, call meetings which shall be attended by representatives of the Consultant.
- 9.2 The Consultant will cooperate with the City at all times during the performance of Services and promptly study and act upon, as is commercially reasonable, all the City recommendations and proposals.
- 9.3 The Consultant shall cooperate with the City in promptly completing and submitting all documents and records required by the City or other authorized representatives and otherwise comply with all applicable orders, administrative rules, regulations and procedures of the City for the proper administration of the Services.

10. INSURANCE AND INDEMNITY

- 10.1 Indemnity: Consultant shall, and hereby agrees, to hold harmless, defend (with counsel reasonably acceptable to the City), and indemnify the City, and its successors, affiliates, or assigns, and any of their employees, officers, directors, attorneys, consultants, agents, managers, representatives, and affiliates (collectively, "the City"), from and against any and all third-party losses, expenses, claims, demands, damages, judgments, liabilities or alleged liabilities, costs of any form or nature whatsoever (including reasonable attorneys' fees), to the extent caused by the negligent acts, errors, omissions, or willful misconduct of Consultant in its performance of this Agreement, the Services or Scope of Services, or any Task Order(s), including, but not limited to, property damage, any injuries or death sustained by any persons, employees, agents, invitees and the like, any infringement of copyright, royalty, or other proprietary right in consequence of any design(s) created and/or specifications prepared in accordance with the Agreement, the Services or Scope of Services, or any Task Order(s), any injuries or damages resulting from defects, malfunction, misuse, etc. of Consultant-provided equipment and materials, any violations of law, violations of this Agreement, or the conduct (including any acts, omissions, malfeasance, or willful misconduct) of Consultant or any subcontractor or supplier of any level or tier or anyone directly or indirectly employed by any of them or anyone for whose acts they may be liable. Consultant shall have no obligation to indemnify, defend, or hold harmless the City to the extent any such claim arises out of the negligence or willful misconduct of the City.

In any action between the Parties to enforce this Agreement, each Party is will be responsible for its own legal fees. This clause shall survive the termination of this Agreement.

Notwithstanding the foregoing provisions of Section 11, Consultant remains liable, without monetary limitation, for direct damages for personal injury, death or damage to real property or tangible personal property or intellectual property attributable to the negligence or other tort of Consultant, its officers, employees or agents.

10.2 Insurance: Consultant shall procure and maintain, at its sole cost and expenses, in full force and effect without interruption during all periods of services covered by this Agreement, the Services or Scope of Services, or any Task Order(s), insurance of the type, and with the limits and deductibles, as follows:

10.2.3 Commercial General Liability Insurance. In an amount not less than one million dollars (\$1,000,000.00) per occurrence, bodily injury (including death) and property damage combined; one million dollars (\$1,000,000.00) per occurrence for personal and advertising injury; two million dollars (\$2,000,000.00) products/completed operations aggregate; and two million dollars (\$2,000,000.00) per location aggregate. Such insurance shall be written on an "occurrence" basis and shall apply on a primary, non-contributory basis irrespective of any other insurance, whether collectible or not. The policy(ies) shall be endorsed to name the City of Newburgh "Additional Insureds."

10.2.4 Comprehensive Automobile Liability. In an amount not less than one million dollars (\$1,000,000.00) combined single limit for both bodily injury and property damage covering all owned, non-owned and hired vehicles utilized in or related to Consultant's activity or performance under the Agreement, the Services or Scope of Services, or any Task Order(s).

10.2.5 Workers' Compensation Insurance and Disability Benefits Insurance. Covering employers' liability, workers compensation coverage, and disability benefits coverage as required by the provisions of the Workers' Compensation Law (WCL) of the State of New York.

10.2.6 Excess Liability Insurance. In an amount not less than two million dollars (\$2,000,000.00) per occurrence and two million dollars (\$2,000,000.00) per location aggregate limit, applying on a primary, non-contributory basis irrespective of any other insurance, whether collectible or not, and applying in excess over all limits and coverages noted in paragraphs (i) and (ii) above. This policy shall be

written on an "occurrence" basis and shall be endorsed to name the City of Newburgh as "Additional Insureds."

- 10.2.7 If Consultant is providing Services other than as a Pollution Mitigation and/or Abatement Consultant (in this event, see below), Professional Liability Insurance in an amount not less than two million dollars (\$2,000,000.00) per claim limit, providing coverage for damages arising out of the acts, errors or omissions of the Consultant and/or those acting under the Consultant's direction or control and/or those for whose acts the Consultant may be liable, and relating to the professional services rendered. In the event that coverage under such policy is terminated upon or after completion of the project, then an extended reporting period of not less than two (2) years will be purchased by Consultant.
- 10.2.8 If Consultant is providing Services as a Pollution Mitigation and/or Abatement Consultant, Professional Liability Including Pollution Legal Liability Insurance. In an amount not less than two million dollars (\$2,000,000.00) per claim limit, providing coverage for damages arising out of the acts, errors or omissions of the Consultant and/or those acting under the Consultant's direction or control and/or those for whose acts the Consultant may be liable, and relating to the professional services rendered. In the event that coverage under such policy is terminated upon or after completion of the project, then an extended reporting period of not less than two (2) years will be purchased by the Consultant. the City and the State of New York shall be named as "Additional Insureds" on the Pollution Legal Liability coverage.
- 10.3 All policies shall be written with insurance companies licensed to do business in New York and rated not lower than A+ in the most current edition of AM Best's Property Casualty Key Rating guide. All policies will provide primary coverage for obligations assumed by Consultant under this Agreement, the Services or Scope of Services, or any Task Order(s), and shall be endorsed to provide that the City shall receive thirty (30) days prior written notice in the event of cancellation, non-renewal or material modification of such insurance.
- 10.4 The Consultant shall provide Certificates of Insurance to the City prior to the commencement of work, and prior to any expiration or anniversary of the respective policy terms, evidencing compliance with all insurance provisions set forth above, and shall provide full and complete copies of the actual policies and all endorsements upon request. Failure to provide adequate or proper certification of insurance, specifically including the City as "Additional Insureds", shall be deemed a breach of contract.
- 10.5 An Accord Certificate of Insurance is an acceptable form to submit evidence of all forms of insurance coverage except Workers' Compensation Insurance and Disability
-

Benefits Insurance. For evidence of Workers' Compensation Insurance, the contractor must supply one of the following forms: Form C-105.2 (Certificate of Workers' Compensation Insurance issued by a private carrier), Form U-26.3 (Workers Compensation Insurance issued by the State Insurance Fund), Form SI- 12 (Certificate of Workers' Compensation Self- insurance), Form GSI-105.2 (Certificate of Participation in Workers' Compensation Group Self-Insurance), or CE-200 (Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage). For evidence of Disability Benefits Insurance, the contractor must supply one of the following forms: Form DB-120.1 (Certificate of Disability Benefits Insurance), Form DB-155 (Certificate of Disability Benefits Self-Insurance), or CE-200 (Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage).

- 10.6 Subcontractors under this Agreement shall only be subject to b(i)-(iv) of this Section, except that (b)(vi)-(vii) shall apply where applicable. However Consultant shall require subcontractors to maintain greater limits and/or other or additional insurance coverages if greater limits and/or other or additional insurance coverages are (a) generally imposed by the Consultant given its normal course of business for subcontracts for similar services to those being provided by the subcontractor at issue; or (b) reasonable and customary in the industry for similar services to those anticipated hereunder.
- 10.7 This Agreement shall be binding on, and inure to the benefit of, the successors and permitted assigns of the parties.

11. ASSIGNMENT AND SUBCONTRACTING

- 11.1 The right to assign this Agreement or subcontract any of the Services under a Task Order to this Agreement is generally prohibited without prior written approval of the City.
- 11.2 Any change of control by the Consultant, shall be deemed an assignment that requires prior written consent. A "change of control" includes any merger, consolidation, sale of all or substantially all of the assets of the Consultant.
- 11.3 As part of any subcontract hereunder, after Consultant receives written approval, the Consultant must incorporate the terms of this Agreement in its subcontract, including those Insurance requirements which are applicable to subcontractors pursuant to Section 11(b), so that the terms apply in the same manner and with the same effect as set forth in this Agreement and Task Orders hereunder. If the Consultant does subcontract out any portion of the Services, after notice and consent are given, nothing contained in this Agreement or otherwise, shall create any contractual relationship between the City and the Consultant's subcontractors, and no subcontract shall relieve

the Consultant of its responsibilities and obligations hereunder. The Consultant agrees to be as fully responsible to the City for the acts and omissions of its subcontractors of any level or tier and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of Consultant and for persons directly employed by the Consultant.

- 11.4 The Consultant's obligation to pay its subcontractors is an independent obligation from the City's obligation to make payments to the Consultant. As a result, the City shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

12. COMPLIANCE WITH LAW

- 12.1 The Consultant shall comply with all Law applicable to this Agreement and the Services performed hereunder.
- 12.2 The Consultant shall promptly notify the City in writing upon discovery of any failure, or any allegation of any failure, of the Consultant to comply with any applicable Law relevant to the performance of Services or any requirement of this Agreement.
- 12.3 Duties and obligations imposed by the Agreement, and rights and remedies available thereunder, shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed by applicable Law.

13. MISCELLANEOUS PROVISIONS

- 13.1 Force Majeure. Any delay or failure of either party to perform its obligations hereunder shall be suspended if, and to the extent, caused by the occurrence of a Force Majeure. In the event that either Party intends to rely upon the occurrence of a force majeure to suspend or to terminate its obligations, such Party shall notify the other Party in writing immediately, or as soon as reasonably possible, setting forth the particulars of the circumstances. Written notices shall likewise be given after the effect of such occurrence has ceased. "Force Majeure" means riots, wars, civil disturbances, insurrections, acts of terrorism, epidemics, acts of nature whose effects prevent safe passage of vehicles upon state or federal highways for a continuing period of not less than fourteen (14) days and federal or state government orders, any of which is beyond the reasonable anticipation or control of the applicable Party and which prevents performance of this Agreement, but only to the extent that due diligence is being exerted by the applicable Party to resume performance at the earliest possible time.
- 13.2 Calendar Days. Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, including weekends and Federal Holidays, unless

otherwise expressly provided. To the extent a deadline falls on a weekend or Federal Holiday, the next business day shall be the applicable deadline.

- 13.3 No Third Party Beneficiary. This Agreement is intended solely for the benefit of the Parties hereto, and no third party has any right or interest in any provision of this Agreement or as a result of any action or inaction or of any party in connection therewith.
- 13.4 Authorization. The Consultant, or the representative(s) signing this Agreement on behalf of the Consultant, represents and warrants that the Consultant has full power and authority to enter into this Agreement and to perform the obligations set forth herein, and that the representatives signing this Agreement have the authority to execute this Agreement on behalf of the Consultant and to bind the Consultant to its contractual obligations hereunder.
- 13.5 Survivability. Notwithstanding any other provisions of this Agreement or a Task Order hereunder, or any general legal principles to the contrary, any provision of this Agreement, including all Appendices, Exhibits, Task Orders, modifications and any other related Agreement document that imposes or contemplates continuing obligations on a Party will survive the expiration or termination of this Agreement.
- 13.6 Notice for either party may be served by delivering it in writing via any form of United States Postal Service that contains a tracking number, or by Federal Express, or by United Parcel Service, to the respective party and address as shown on the Agreement page.

Notice served upon the City shall be delivered to:

City of Newburgh
attn.: Jason Morris, Interim City Manager
83 Broadway
Newburgh, New York 12550

With a copy to:
Michelle Kelson, Corporation Counsel
83 Broadway
Newburgh, New York 12550

Notice served upon Consultant shall be delivered to:

MGT Impact Solutions, LLC
attn.: [NAME OF PERSON]
[ADDRESS]

[CITY/STATE/ZIP]

- 13.7 In the event of any claims made or any actions brought against the City in connection with the Agreement, Consultant agrees to provide all information and assistance in the City's opinion that is reasonably necessary to defend such Claim.
- 13.8 The State courts located in New York State, County of Orange, shall have exclusive jurisdiction to adjudicate any disputes arising out of or relating to, this Agreement. Each party hereto consents to the jurisdiction of such court and waives any right it may otherwise have to challenge the appropriateness of the forum for any reason. Arbitration shall not be used to resolve any claims, controversies, or disputes between the parties.
- 13.9 This Agreement shall be governed and construed in accordance with the laws of the State of New York, without giving effect to any conflict of laws principles that may apply.
- 13.10 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof. Any changes to this Agreement may be amended by mutual consent of the parties hereto in writing.
- 13.11 This Agreement may be executed in any number of counterparts with the same effect as if all the signing parties had signed the same document. All counterparts shall be construed together and shall constitute the same instrument.
- 13.12 In the event that any provision of this Agreement is held to be unenforceable under applicable law, this Agreement will continue in full force and effect without such provision and will be enforceable in accordance with its terms.

14. LIMITATION OF LIABILITY

- 14.1 TO THE EXTENT PERMITTED BY LAW AND EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, DATA OR DATA USE, OR LOSS OR INTERRUPTION OF BUSINESS, ARISING OUT OF ANY OF THE TERMS OR CONDITIONS OF THIS AGREEMENT OR WITH RESPECT TO ITS PERFORMANCE HEREUNDER, WHETHER ARISING OUT OF BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, STRICT LIABILITY OR ANY OTHER THEORY. THE

FOREGOING LIMITATION OF LIABILITY AND EXCLUSION OF DAMAGES APPLIES EVEN IF A PARTY HAD OR SHOULD HAVE HAD KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES.

Except for Consultant's indemnity obligations under Section 10.1 and for damages arising from Consultant's gross negligence or willful misconduct, Consultant's total aggregate liability arising out of or relating to this Agreement shall not exceed the great of (a) the Total Fee actually paid to Consultant under this Agreement or (b) the proceeds of the insurance required under Section 10.2 that are actually available to satisfy such liability.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
[Signature and Acknowledgment Pages to Follow]

Signature Page
Agreement for Professional Services
City of Newburgh with MGT Impact Solutions, LLC

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names by their duly authorized representatives and their respective seals to be hereunder affixed, all as of the date above-written.

DATED: _____, 2026 CITY OF NEWBURGH

By: _____
Name: Jason Morris
Title: Interim City Manager
Per Res.: _____-2026

DATED: _____, 2026 MGT Impact Solutions, LLC

By: _____
Name: [Print Name]
Title: [Print Title]

Acknowledgment Page
Agreement for Design Services
City of Newburgh with MGT Impact Solutions, LLC

STATE OF NEW YORK)
) ss.:
COUNTY OF ORANGE)

On the ____ day of _____, in the year 20____, before me personally appeared Jason Morris, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

STATE OF _____)
) ss.:
COUNTY OF _____)

On the ____ day of _____, in the year 20____, before me personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

**EXHIBIT “A”
SCOPE OF SERVICES**

INSERT WORK PLAN HERE – pp. 7-12 of proposal

INSERT SCHEDULE HERE – p. 20 of proposal

DRAFT



Approach and Methodology

A detailed plan specifically designed for you.

Project Understanding

A typical recruitment and selection process requires a significant investment of time and effort. A substantial portion of this involves administrative tasks such as advertisement placement, reference checks, and candidate due diligence.

With more than 1,500 executive recruitment engagements nationwide, MGT has successfully supported communities navigating organizational change, fiscal challenges, and diverse stakeholder expectations. Our team combines deep council-manager expertise with rigorous candidate evaluation, thorough vetting, and strategic outreach to identify leaders equipped for Newburgh's evolving operational environment.

We believe our experience and ability to professionally administer your recruitment will provide you with a diverse pool of highly qualified candidates for your position search.

Our clients are informed of the progress of their recruitment throughout the entire process. We are always available by mobile phone or email should you have a question or need information about the recruitment.



Success Stories

"The coordination by the consultant helped to alleviate the workload of internal staff. Consultant was willing to customize the process based on the City's needs."

Proposed Work Plan

PHASE 1 – POSITION ASSESSMENT, ANNOUNCEMENT, & BROCHURE

Activities

MGT treats each executive recruitment as a transparent partnership with our client. We believe in engaging with stakeholders early in each recruitment process to fully understand the challenges and opportunities inherent in the position. Understanding the organizational culture is critical to successful recruitment. We gain this insight and information through meetings (one on one and in small groups), surveys, and a review of relevant information. This information is reflected in a polished marketing piece that showcases the organization and the area it serves. MGT understands the importance of developing a leadership profile grounded in community input and organizational priorities, particularly for council-manager structured communities navigating operational, fiscal, and stakeholder considerations.

INFORMATION GATHERING

- One-on-one or group interviews with stakeholders identified by the City.
- Individual and group meetings with City Council members, department heads, community organizations, business leaders, neighborhood representatives, and other stakeholders identified by the City.
- Public engagement opportunities may include community forums, focus groups, and surveys designed to encourage participation from residents who may not traditionally engage in City processes.
- Surveys can be used for department personnel and/or the community to gather feedback.
- Conversations/interviews with department heads.
- MGT will synthesize stakeholder and community feedback into a written leadership profile and recruitment brochure that reflects the City's priorities, desired leadership competencies, and operational needs.

A combination of the items listed above can be used to fully understand community and organizational needs and expectations for the position (this proposal includes 12 hours of meetings – additional meetings can be added for a fee of \$225/hour plus actual expenses if incurred). One organizational survey is included. A separate Community Survey with detailed analytics can be conducted for \$3,500. Public engagement activities and project milestones will be incorporated into the recruitment timeline to support transparency and informed decision making throughout the process. Community Forums are conducted as an optional service.

Development of a **POSITION ANNOUNCEMENT** to be placed on websites and social media. Development of a leadership profile, candidate criteria, and compensation discussion points informed by stakeholder and community engagement activities.

Development of a thorough **RECRUITMENT BROCHURE** for the City's review and approval.

Agreement on a detailed **RECRUITMENT TIMETABLE** – a typical recruitment takes between 90 to 120 days from the time you sign the contract to the appointment of the finalist candidate.

PHASE 2 – ADVERTISING, CANDIDATE RECRUITMENT, & OUTREACH

Activities

We make extensive use of social media as well as traditional outreach methods to ensure a diverse and highly qualified pool of candidates. Our website is well known in the local government industry – we typically have 17,000+ visits monthly to our website and career center. Additionally, our weekly jobs listings are sent to over 8,000 subscribers. Outreach efforts will extend beyond MGT's existing network and include targeted recruitment through ICMA, NYSAC, state municipal associations, affinity organizations, and other professional networks to ensure a broad and diverse candidate pool.

Phase 2 will include the following:

- MGT consultants will personally identify and contact potential candidates.

APPROACH AND METHODOLOGY

- Develop a database of potential candidates from across the country unique to the position and to the City, focusing on:
 - Leadership and management skills.
 - Size of organization.
 - Experience in addressing challenges and opportunities also outlined in Phase 1.
 - The database will range from several hundred to thousands of names. An email campaign will be sent to each potential candidate.
- Placement of the Position Announcement:
 - Public sector online Career Centers.
 - **Social media:** LinkedIn (posted on MGT Executives LinkedIn news feeds to reach over 50,000 connections), Facebook, and Instagram.
 - MGT will provide the City with a list of advertising options for approval.

PHASE 3 – CANDIDATE EVALUATION & SCREENING

Activities

Phase 3 will include the following steps:

- Review and evaluation of candidates' credentials with consideration to the criteria outlined in the Recruitment Brochure.
- Evaluation of candidates' experience and qualifications against the leadership profile developed through stakeholder and community engagement, including operational leadership, fiscal management, labor relations, communication skills, and experience working within complex council-manager environments.
- Candidates will be narrowed down to those that meet the qualification criteria.
- All candidates, including internal applicants, will participate in the same evaluation process, timelines, interview structure, and screening criteria to ensure fairness, consistency, and transparency throughout the recruitment.
- Candidate evaluation process:
 - Completion of a questionnaire explaining prior work experience.
 - Completion of supplemental questions addressing key operational competencies, leadership approach, and experience relevant to the City's identified priorities.
 - Live Video Interview (45 minutes to 1 hour) conducted by consultant with each finalist candidate.
 - Internet/Social Media search conducted on each finalist candidate.
 - Independent reference outreach and preliminary background review to identify potential concerns, leadership strengths, and overall alignment with the City's needs.
 - Review of publicly available information, including media coverage, public statements, audit findings, and other relevant materials associated with finalist candidates and organizations they have led.
- Background screening will be conducted. MGT will also conduct independent reference outreach, including outreach to elected officials, peers, and direct reports familiar with the candidate's leadership and management approach. Background review may also include publicly available information such as media

APPROACH AND METHODOLOGY

coverage, public statements, litigation history, audit findings, and other relevant materials associated with finalist candidates and organizations they have led.

MGT BACKGROUND SCREENING

- | | |
|--|---|
| ✓ Social Security Trace & Verification | ✓ County/Statewide Criminal Search |
| ✓ US Federal Criminal Search | ✓ Civil Search |
| ✓ Verified Enhanced National Criminal Search | ✓ Bankruptcy, Liens, and Judgements |
| – National Sex Offender Registry | ✓ Motor Vehicle Record |
| – Most Wanted Lists: Federal Bureau of Investigation (FBI), Drug Enforcement Agency (DEA), Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF), Interpol | ✓ Education Verification – All Degrees Earned |
| – Office of Foreign Assets Control (OFAC) Terrorist Database Search | Optional: Credit Report – Transunion with score (based on position and state laws) |
| – Office of the Inspector General (OIG), General Services Administration (GSA), System for Award Management (SAM), Food and Drug Administration (FDA) | Optional: |
| – All felonies and misdemeanors reported to the National Database | – Professional License Verification |
| | – Drug Screen |
| | – Employment Verification |

All resumes will be acknowledged and inquiries from candidates will be personally handled by MGT, ensuring the City's process is professional and well regarded by all who participate. MGT will maintain consistent communication protocols with all applicants and provide the City with transparent and well documented candidate evaluation materials to support informed decision making.

PHASE 4 – PRESENTATION OF RECOMMENDED CANDIDATES

Activities

Phase 4 will include the following steps:

- MGT will prepare a Recruitment Report presenting the credentials of those candidates most qualified for the position.
- MGT will provide an electronic recruitment portfolio which contains the candidates' materials along with a "mini" resume for each candidate so that credentials are presented in a uniform way.
- The City will receive a log of all applicants and may review resumes if requested.
- Report will arrive in advance of the Recruitment Report Presentation.

MGT will meet with the City to review the recruitment report and provide additional information on the candidates.

PHASE 5 – INTERVIEWING PROCESS & BACKGROUND SCREENING

Activities

Phase 5 will include MGT completing the following steps:

- Develop the first and second round interview questions for the City’s review and comment.
- Develop structured interview questions and evaluation criteria aligned with the leadership profile, community priorities, operational competencies, and desired management experience identified during the engagement process.
- Coordinate candidate travel and accommodations.
- Provide the City with an electronic file that includes:
 - Candidates’ credentials.
 - Set of questions with room for interviewers to make notes.
 - Evaluation sheets to assist interviewers in assessing the candidate’s skills and abilities.
 - Written candidate summaries outlining strengths, potential concerns, leadership style, and alignment with the City’s identified priorities and operational needs.

MGT will work with you to develop an interview schedule for the candidates and coordinate travel and accommodations. MGT consultants will be present for all the interviews, serving as a resource and facilitator. MGT will facilitate a transparent and well documented interview process that supports informed Council deliberations and equitable treatment of all candidates, including internal applicants.

MGT will coordinate a 2-Step Interview process. The first-round interviews typically include four to six candidates. The second-round interviews typically include two or three candidates. MGT will supply interview questions and an evaluation form.

The interview process will also include a structured department head interview panel, stakeholder meetings, and public engagement opportunities for finalist candidates, as requested by the City.

- MGT will work with the City to design a customized department-head panel interview process. Successful elements of past processes include MGT-facilitated interviews and consultant-developed sample questions that reflect the manager–department head working relationship and incorporate stakeholder feedback. More specifically focus on operational management, labor relations experience in a New York Civil Service environment, inter-departmental collaboration, budget stewardship, and fit with the City’s current operational challenges. If desired, department heads may propose additional questions; the final question set will be approved by HR and City Council. When internal candidates are involved, department heads may not receive the questions in advance. After the interviews, panelists complete a brief electronic survey addressing candidates’ strengths, development areas, potential fit concerns, and recommended follow-up topics. To protect anonymity and maintain process integrity, MGT aggregates the responses and provides City Council with a summary report to support final deliberations. An MGT consultant facilitates the department-head interviews to reduce peer influence and ensure an impartial, fair process.

APPROACH AND METHODOLOGY

- For finalist candidates, MGT will facilitate moderated public forums or community question and answer sessions that provide residents and stakeholders meaningful opportunities to engage with candidates and provide feedback to the City Council.
- MGT can also assist the City with developing a transparent process for collecting and summarizing public feedback to support Council deliberations.

In addition to a structured interview, the schedule can incorporate:

- Tour of the City's facilities.
- Interviews with senior staff.
- Meetings with department heads, community stakeholders, and other groups identified by the City.

*Examples of MGT's experience designing and facilitating public finalist forums, department head interview panels, and community engagement processes for executive recruitment engagements are provided in the **Relevant Experience** section.*

PHASE 6 – APPOINTMENT OF CANDIDATE

Activities – Selection and Negotiation Support

- Finalist candidates may also be asked to prepare an initial transition or 90 day entry plan outlining their approach to organizational assessment, stakeholder engagement, and operational priorities.
- MGT will assist the City with compensation benchmarking, contract negotiations, and finalist evaluation discussions to support an informed final selection process.
- MGT will notify all applicants of the final appointment, providing professional background information on the successful candidate.



Schedule

Based on our experience in conducting similar projects, we anticipate the proposed project can be completed within 14 weeks of project initiation as illustrated in **Exhibit 1**.

Exhibit 1. Proposed Schedule

WORK PLAN TASKS	WEEK													
	1	2	3	4	5	6	7	8	9	10	11	12	13	14
Phase 1: Position Assessment, Position Announcement, & Brochure														
Phase 2: Advertising, Candidate Recruitment, & Outreach														
Phase 3: Candidate Evaluation & Screening														
Phase 4: Presentation of Recommended Candidates														
Phase 5: Interviewing Process & Background Screening														
Phase 6: Appointment of Candidate														

**EXHIBIT “B”
FEE SCHEDULE**

INSERT FEE PROPOSAL HERE – pp. 21-22 of the proposal

Travel, additional on-site visits, site fees, and other reimbursable expenses:

- Not to exceed 25,000.00
- Reimbursable fees and expenses over \$25,000 will be incurred only with City/client approval



Fee Proposal

*Defined by Impact. Driven by People.
Dedicated to the Community.*

We take pride in customizing our client's needs — and we will work with you to ensure our fees are aligned with your expectations and budget.

Full Scope Recruitment

Summary of Costs	Price
Recruitment Fee	\$28,000
Recruitment Expenses (not to exceed) Expenses include candidate due diligence efforts on presented candidates and background screenings for up to four finalists.	\$2,000
Advertising <i>*Advertising costs over \$2,000 will be placed only with client approval. If less than \$2,000, client is only billed for actual cost.</i>	\$2,000*
TOTAL:	\$32,000**

***Consultant travel expenses are not included in the price proposal. If the consultant is requested to travel to the client, travel costs will be estimated at time of request. Only actual expenses will be billed to the City for reimbursement.*

Possible in-person meetings could include:

- Recruitment brochure interview process
- Presentation of recommended candidates
- Interview Process

Any additional consultant visits requested by the City (beyond the three visits listed above) will be billed at \$225/hour. The additional visits may also result in an increase in the travel expenses billed.

*This fee does not include travel and accommodation for candidates interviewed.

Contract pricing is subject to change at the time of contract renewal.

RECOMMENDED OPTIONAL SERVICE

Our Classification and Compensation team can conduct a review and analysis of the job description, qualifications, and classification, and provide comparable insights using reliable compensation and job data sources. This analysis helps ensure the position's skill requirements and salary range are aligned with the broader market. **Cost: \$900**

Payment for Fees & Services

- **1st Invoice:** Contract Award (40% of the Recruitment Fee).
- **2nd Invoice:** Presentation of Candidates (40% of the Recruitment Fee & expenses incurred to date).
- **Final Invoice:** Completion of Recruitment (20% of the Recruitment Fee plus all remaining expenses).

HIRING OF ADDITIONAL CANDIDATES

If the City hires more than one candidate introduced by MGT as a result of this recruitment process during the subsequent 12-month period, an additional placement fee equivalent to 50% of the recruitment fee will apply for each additional hire. The guarantee stated above will only apply to the initial candidate hired by the City.

RESOLUTION NO.: 161 - 2026

OF

JULY 13, 2026

**RESOLUTION AMENDING RESOLUTION NO: 252-2025, THE 2026 BUDGET FOR
THE CITY OF NEWBURGH, NEW YORK TO CREATE A NEW BUDGET LINE
ENTITLED CHARTER REVIEW COMMISSION**

WHEREAS, Section 36(6)(b) of the New York State Municipal Home Rule Law and Section 4(G) of Local Law No. A-2026 of May 26, 2026 authorize the Charter Review Commission to appoint consultants and fix their compensation and may accept any services, facilities or funds and use or expend the same for its purposes; and

WHEREAS, Section 36(6)(c) of the New York State Municipal Home Rule Law and Section 4(H) of Local Law No. A-2026 of May 26, 2026 authorize City officials to make appropriations for the expenses incurred in the course of the Charter Review Commission operations; and

WHEREAS, an amendment to the 2026 Budget is necessary to create and a source budget line from which the Charter Review Commission expenses may be charged;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newburgh that Resolution No: 252-2025, the 2026 Budget of the City of Newburgh, is hereby amended to add a new expense budget line in the General Fund identified as A.8000.0448 Charter Review Commission-Other Services.

RESOLUTION NO.: 162 - 2026

OF

JULY 13, 2026

**A RESOLUTION AUTHORIZING THE SETTLEMENT OF LITIGATION
REGARDING THE FORECLOSURE OF TAX LIENS IN REM
FOR THE YEAR 2022 RELATED TO PROPERTY KNOWN AS
225 WASHINGTON STREET (SECTION 38, BLOCK 2, LOT 20)**

WHEREAS, The City of Newburgh commenced a proceeding for the foreclosure of certain tax liens, such action being designated as Orange County Index Number EF007039-2022; and

WHEREAS, 215 Washington Street Corp. (Maria L. Reyes, President), the former owner of the property, by and through its attorney, made a request of the City Council to repurchase property known as 225 Washington Street (Section 38, Block 2, Lot 20); and

WHEREAS, this Council has determined that it would be in the best interests of the City of Newburgh to allow the repurchase;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the Director of Finance and Enforcing Officer is hereby authorized to withdraw the liens on the property located at 225 Washington Street (Section 38, Block 2, Lot 20), City of Newburgh, from the List of Delinquent Taxes and remove the property from the 2022 In Rem tax foreclosure action (Index Number EF007039-2022), conditioned upon: (a) 215 Washington Street Corp. tendering in full certified checks to the City of Newburgh the sum of thirty thousand four hundred twelve and 63/100 dollars (\$33,412.63), said amount representing all past due tax liens, interest and penalties accruing thereon, water charges, sewer charges, and sanitation charges, and closing title to repurchase by no later than 4:00 p.m. on Friday, July 31, 2026.

RESOLUTION NO.: 163 - 2026

OF

JULY 13, 2026

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PAYMENT
OF CLAIM WITH KENNETH SIKORSKY IN THE AMOUNT OF \$258,000.00**

WHEREAS, Kenneth Sikorsky brought a claim against the City of Newburgh; and

WHEREAS, the parties have reached an agreement for the payment of the claim in the amount of Two Hundred Fifty-Eight Thousand and 00/100 Dollars (\$258,000.00) in exchange for a release to resolve all claims among them; and

WHEREAS, this Council has determined it to be in the best interests of the City of Newburgh to settle the matter for the amount agreed to by the parties;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager is hereby authorized to settle the claim of Kenneth Sikorsky in the total amount of Two Hundred Fifty-Eight Thousand and 00/100 Dollars (\$258,000.00) and that the City Manager or the Corporation Counsel or its retained outside counsel is hereby authorized to execute documents to effectuate the settlement.