

CITY OF MIDDLETOWN
BOARD OF ESTIMATE AND APPORTIONMENT AGENDA
FEBRUARY 3, 2026 - 7:15 PM
COMMON COUNCIL CHAMBERS

1. ROLL CALL
2. NEW BUSINESS
 - 2.1. Resolution Authorizing Participation in DASNY CREST Grant Program for for the installation of a Fitness Court Studio

BE IT RESOLVED, that the Common Council of the City of Middletown concurs with the Board of Estimate and Apportionment and hereby authorizes the City of Middletown to participate in the Dormitory Authority of the State of New York (DASNY) CREST Grant Program for the installation of a Fitness Court Studio project; and

BE IT FURTHER RESOLVED, that the Mayor is authorized to execute any and all agreements, certifications, and related documents necessary to accept and administer said grant funding on behalf of the City of Middletown; and

BE IT FURTHER RESOLVED, that the City of Middletown commits to providing any required local matching funds and to complying with all program requirements as outlined by DASNY.

3. ADJOURNMENT

Installation of Fitness Court Studio. We understand that the Grant funds may be used only for certain community improvement purposes as set forth in the enabling legislation.

- As Authorized Officers of the City of Middletown, we hereby certify the following in connection with the Project to be financed by the Grant:
 - No portion of the Project financed with grant proceeds shall be used for any of the following purposes: sectarian instruction or study, or as a place of devotional activities or religious worship, or as a facility used primarily in connection with any part of the program of a school or department of divinity for any religious denomination, or the training of ministers or other similar persons in the field of religion.
 - The Project or program shall be open to all individuals eligible to avail themselves of the Project or program without regard to religious affiliation, ethnicity, race, or sexual preference.
 - The Grantee shall take affirmative steps to ensure that information regarding the Project or program is widely disseminated to the public, which information shall include a statement that the Project or program is funded in whole or in part with public funds and that the Project or program shall be open to all eligible persons without regard to religion, ethnicity, race, or sexual preference.
- All exceptions to the above statements shall be explained in detail on a separate document.

Check here if City of Middletown is submitting additional detail in a separate document.

- We understand that the State of New York, DASNY and other entities that may be involved in the Grant process are relying on the above information in making the determination whether to award a CREST Grant to the City of Middletown.
- We have the authority to submit this certification on behalf of the City of Middletown.
- By signing these documents, I certify that I am an authorized officer for the Grantee.

Please sign and return this document to DASNY by either signing pen to paper and sending the pdf OR by typing your full name into signature line(s) below as indicated. Please return these documents to DASNY from the Grantee's organizational email address and retain the original copies for production to DASNY if requested. By providing electronic signature(s), the Grantee's designee will be providing validly binding legal documents, just the same as a pen-and-paper signature.

Completed Project Certification signed by an authorized officer,

Financial documentation

- o Financial Review Checklist
- o Financial Review Template (Tab 1 and Tab 2 of attached excel)
- o Quotes/Estimates and/or invoices from vendors on company letterhead, or estimate provided on letterhead by licensed professional, dated within 1 year of submission. **Note:** There should be supporting documentation for each line item on budget.

Please return all of the requested documentation above, as well as a copy of this letter with the following Authorized Officer information completed:

- o Authorized Officer #1: Name: _____ Title: _____
Email: _____ Phone: _____ Ext: _____
- o Authorized Officer #2: Name: _____ Title: _____
Email: _____ Phone: _____ Ext: _____

Please note as per State policy, updated due diligence paperwork is required throughout the grant administration process. Upon the return of documentation and review by the Processor, your status will be assessed, and if needed additional documentation will be sent to you for completion. Please refer to page 2 in the FAQs for more information.

If your organization is a not-for-profit please also see the 'Prior to Final Approval' section in attached FAQs for information regarding the prequalification requirement through NY State Financial System (SFS).

Grantees are also advised that grant-funded projects are subject to the State Environmental Quality Review Act (SEQRA) and State Historic Preservation Act (SHPA). Information regarding the SEQRA and SHPA process is included in the FAQs.

Should you have any questions concerning the enclosed documentation please either call (518) 257-3177 or email callcenter@dasny.org and a member of the Call Center Team will assist.

Sincerely,

Grants Administration

the Project.

- To the extent that CREST Grant proceeds are used to reimburse the Grantee for the cost of any portion of the Project noted above, the Grantee certifies that no other external funding source, including but not limited to, State or Federal restructuring loans, State or Federal grants, or grants, loans, or other funding from any other public or private source (currently or within the last six (6) years), will be used for substantially the same Project costs at the same location as described in the Preliminary Application or Project Information Sheet provided to DASNY.
- Tax credits will not be applied to the same Project costs as Grant Proceeds, and any tax credits or prior tax-exempt bonds outstanding applied to Project or Project location have been fully disclosed to DASNY.
- If the Project includes vehicle purchase(s), removable equipment, or furnishings including but not limited to, computer hardware and software, air conditioning units, lab equipment, security cameras, office furniture and telephone systems, the Grantee has or will develop, implement, and maintain an inventory system for tracking such items, and items will be installed, stored, or secured on property owned by and/or under the control of the Grantee; the Grantee has or will develop, implement, and maintain a usage policy for items in compliance with all State and Federal regulations or privacy laws, including use, retention, storage, or deletion of any data, images, or videos stemming from Grant funded purchase of such items if applicable.
- The Grantee has informed DASNY via the Preliminary Application, Project Information Sheet, or other correspondence if Grantee is a state related entity, or if the Project location is owned by a state related entity. Furthermore, if the status of the Grantee or Project location changes, the Grantee will inform DASNY of any changes that would impact the tax-exempt status of the Grant.
- The Grantee acknowledges that Grant proceeds cannot be utilized to pay for:
 - Deposits advance payments, or progress payments until work is completed, or goods received by Grantee;
 - to pay down long term debt;
 - internal labor costs;
 - rental or leased equipment, or equipment with an anticipated useful life of less than three (3) years;
 - stockpiled materials;
 - recurring software costs, including licensing or maintenance fees;
 - materials and/or services provided by another entity other than a licensed contractor or vendor.
- The Grantee will maintain accurate books and records through Project completion/payout of the Grant as well as for six (6) years from the date the Project is completed and will make those books and records available to DASNY, its agents, officers and employees during the Grantee's business hours upon reasonable request.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 20_____.

By signing these documents, I certify that I am an authorized officer for the Grantee.

Please sign and return this document to DASNY by either signing pen to paper and sending the pdf OR by typing your full name into signature line(s) below as indicated. Please return these documents to callcenter@dasny.org

1. PROJECT BUDGET

- Please provide an established Project budget with attachments justifying how budget was developed. The budget should be substantiated by including a **recent** estimate, quotation or statement of probable cost from a qualified professional. For equipment purchases, we would expect to see **recent** quotations from vendors.
- If the project has commenced, you may provide awarded bids or contracts, AIA documents, or other pertinent documentation that establishes the budget. Please provide a summary document outlining the components of the budget.

Please consider:

- If Grant funds will be utilized for a phase of an overall project – the phase must be a standalone project with a recognized capital asset upon completion. For example, design phase → completed plans.
- Grant funds cannot be utilized to pay for internal labor, stockpiled materials, rental equipment or use of equipment owned by the Grantee.

2. PROJECT FUNDING SOURCES

If other sources of funding will be utilized to fully fund the project, we must see evidence that all funding sources have been secured, committed and available to complete the project.

If the project will be funded by the following, we would expect to see:

- Grantee Equity**– We would expect to see a letter from the Grantee’s Financial Officer committing the funds necessary to complete the project. The letter should be accompanied by a bank statement or

financed by bonds. The allocation of bond proceeds applicable to the Project should also be included (i.e. sources and uses from Official Statement, or account balances).

- Bond Anticipation Notes** – Grant funds may be used to reimburse project costs paid from bond anticipation notes *before* issuance of long term debt. We would expect to see written confirmation that the Grant funds will be used in this capacity.
- Capital Campaign / Fundraising / Donations** –Please show the amount that has been committed to date and the amount that has been received in the Grantee’s accounts. You may only show the amount received to date as committed to the Project and you must demonstrate how the gap will be bridged until such time all monies are received.
- Other Grants** – If the project will be funded by other Grants, we would like to see the executed agreement or contract. If the agreement or contract has not yet been executed, please provide an explanation regarding timing of execution and submit any award letters or indicia of Grant awards.
- Loans / Line of Credit** – Short term loans (1 year or less) or lines of credit may be paid off with Grant proceeds. Please provide the executed loan documents if available. If the loan has not closed yet, please provide the executed commitment letter along with an estimated timeline for satisfying any conditions to closing.

3. COMPLETED PROJECT

- If the Project has been completed, you must provide an accounting of sources and uses for the Project. Please be aware that the project must not have been completed prior to the award of the Grant.

4. PROJECT NOT YET FINALIZED

- If the project budget and/or sources of funding have not yet been realized, please refrain from submitting any financial documents until such time that a complete package may be returned to DASNY. In the

PROJECT BUDGET TEMPLATE

	DASNY Funding Sources		Other Non-DASNY Funding
	Grant Project No.	Amount	
Campaign Services	29532	\$ 165,000.00	MVP Healthcare/NFC Cities Grant
(locally)	29532	\$ 45,000.00	
revolving wage rate	29532	\$ 39,750.00	
	29532		City of Middletown Funds
	29532		City of Middletown Funds
	29532		City of Middletown Funds
	29532		Adopted Budget PO# 20251074
Funding Source		\$ 25,750.00	

Documentation (i.e. cost estimate, quote, appraisal, invoice etc.) to support project costs. Documentation must be recent (i.e. within 1 year if cost estimate, if invoice -- please note project can not be completed

t, and grantee will fund gap with other funding sources, documentation must be provided to prove proje

Other sources of funding needed to complete project and is automatically calculated.

Project costs and is automatically calculated.

BUDGET JUSTIFICATION TEMPLATE

Campaign locally prevailing	Documentation Type (Quote, Appraisal, Est.)	Expert / Vendor / Contractor
	Quote	National Fitness Campaign
	ice of Award & Grant Program Requirements - Estim	National Fitness Campaign
	ice of Award & Grant Program Requirements - Estim	National Fitness Campaign
	ice of Award & Grant Program Requirements - Estim	National Fitness Campaign
	ice of Award & Grant Program Requirements - Estim	National Fitness Campaign
	ice of Award & Grant Program Requirements - Estim	National Fitness Campaign
	Quote	National Fitness Campaign

the next 10 days, where the qualifications submitted in your Grant Application will be confirmed by the NFC team, and your Grant Program Requirements (GPR) will be aligned for eligibility and participation in this year's campaign.

The \$40,000 Grant Award will be confirmed pending 1) the submission of a Resolution of Adoption, endorsed by your local governing body or appropriate council within 30 days of the Award Call, 2) authorization to proceed, documented by formal funding confirmation (commonly a purchase order) and 3) confirmation of a scheduled shipping date for the Fitness Court and appropriate storage plans. Once set, GPR milestones must be met in order to maintain funding eligibility in the campaign.

To support this partnership and align your GPR milestones with your community's local adoption and funding processes, we have assigned a Partnership Manager – Stephanie Cote – as your dedicated partner and champion in support of this partnership. Over the coming months, Stephanie will work with your team to support the path outlined in the GPR Document, assisting in the confirmation of required remaining funding, installation, and launch of your program.

The 2025 MVP Health Care Healthy Cities Campaign is part of a national movement to make world-class fitness free and accessible in public spaces across the country, which is more important today than ever before – thank you for your commitment to supporting this goal.

Here is a sneak peak at what's ahead:

- Fitness Court® Launch – Cut the ribbon on your beautiful new outdoor gym & announce free fitness to the community!
- Classes & Challenges – Get residents moving & keep them engaged with ongoing group classes, individual training, and competitive events.
- Press & Promotions – Shine a spotlight on your community and local partners for joining this exciting and innovative wellness movement!

Once again, we are thrilled to invite you to join us as a partner in the 2025 MVP Health Care Healthy Cities Campaign, and we look forward to making world-class fitness free in Middletown!

Best in Fitness,

A handwritten signature in black ink, appearing to be the name of the representative from Best in Fitness.

Summary: Commit to project adoption and confirm intent to provide remaining matching funding

- Requirement: Complete Resolution of Adoption
- **On or Before: 9/3/2025**

MILESTONE 2: AUTHORIZATION TO PROCEED - FUNDING CONFIRMED

Summary: Approve and secure funding (as needed) and confirm total required remaining funding listed below.

- Requirement: Funding confirmation document submitted to NFC for remaining program funding (typically a Purchase Order (P.O). Refer to Official Quote and Funding Requirements Summary for details.
 - **Remaining Funding Requirement:**
 - **Fitness Court Studio: \$165,000**
 - **Optional Upgrades:** (responsibility of City of Middletown and not eligible for DASNY funding)
 - Art Upgrade - \$10,000-\$25,000 (pending custom or local art)
 - Fitness Court Studio Shade - \$100,000 (plus additional funding required for concrete and assembly)
- **On or Before: 9/19/2025**

****All external fundraising must be secured no later than 120 days from the Notice of Award****

MILESTONE 3: SHIPMENT FOR STORAGE

Summary: Identify Fitness Court® storage location and schedule Fitness Court® delivery

- Requirement: Accept Fitness Court® delivery and store at a secure location, prepare to be invoiced for remaining program funds due per Milestone 2.
 - **Deadline: Within 2-4 weeks from completion of Milestone 2**
-

- **Deadline: Spring 2026 - pending weather**

MILESTONE 6: FITNESS COURT® ASSEMBLY

Summary: Select Fitness Court® Assembly Team - NFC'S Approved Installation Network (AIN) is recommended pending local procurement requirements and policies.

- Requirement: Confirm installation timeline with NFC, provide completed installation photos for NFC inspection
 - **Estimated Funding Requirement: \$39,750 - \$69,750 (Pending with or without shade option)**
- **Deadline: Spring 2026 - pending weather**

MILESTONE 7: PRESS LAUNCH RIBBON CUTTING CEREMONY

Summary: Hold Fitness Court® press launch & ribbon cutting event (in coordination with State Sponsor if applicable)

- Requirement: Promote press release, train ambassadors, hold launch within campaign year (weather permitting)
- **Deadline: Spring 2026**

MILESTONE 8: ATTEND OFFICIAL WELCOME TO CAMPAIGN VIRTUAL CALL

Summary: Attend NFC's official Welcome to Campaign call to share success of launch, initiate Fitness Court warranty, receive tools & services for Fitness Court activation, establish connection to long-term NFC Relationship Management Team

- Requirement: Schedule call with NFC & Local Leadership to attend Welcome to Campaign call. **Call completes formal grant obligations.*
- **Deadline: Scheduled within 2 weeks post Launch Event (Milestone 7)**

Fitness Court® Studio Add-On

1.00 \$35,000.00

NFC State Sponsor Grant

MVP Health Care Healthy Cities Grant - 2025

1.00 -\$40,000.00

Tax % 0.0000%

Grand Total \$165,000.00

Terms

1. AUTHORIZATION:

Purchaser to reference quote number on approved Purchase Order or contract.

2. PAYMENT TERMS

Purchaser will pay Seller 100% of the Purchase Price upon shipment of the Fitness Court®. Purchaser is responsible for payment of shipping costs, including packing, insurance and freight. These payment terms will apply unless other approved payment terms have been agreed to by both parties. Overdue Invoices will be subject to 2% interest charge per month.

3. TAX EXEMPTION

This quoted total is based upon Purchaser's tax-exempt status, for which verifying documentation must be provided to the Seller. If the Purchaser is not tax-exempt, sales tax will be applied before Purchase Price is considered final or binding. Final invoice will be adjusted if the actual tax rate is different from what is listed on this quote.

4. STANDARD WARRANTY AND TERMS

NFC standard warranty and terms apply. See nationalfitnesscampaign.com/warranty for details.

5. PURCHASER OBLIGATIONS / TERMS AND CONDITIONS

Purchaser acknowledges upon receipt of the Fitness Court® that they are responsible for the following items concerning the purchase of the Fitness Court® which includes Design, Activation, and Campaign Resources:

- Purchaser is responsible for providing storage of the Fitness Court® with insured protection, including liability, theft, or damage.
- A safe and environmentally controlled storage environment is required to store the tile adhesive. Store tile adhesive at temperatures between 50°F (10°C) and 100°F (38°C).
- NFC is not responsible for damage after receipt of goods by the Purchaser.
- Purchaser is responsible for (under a separate agreement) providing installation of the concrete slab footing, applicable ADA Access, Pour In Place or Tile Flooring installation, and Fitness Court® installation per the NFC Installation Manual, adhesive manufacturers recommendations, and local safety, permitting, building, and planning code requirements.
- Assembly Completion Certificate submission to NFC is required within 15 days of Fitness Court® Installation.
- A safe and environmentally controlled storage environment is required to store digital print graphics.
- NFC shall not be responsible for work performed by others.
- Purchaser to provide all on-site maintenance, safety, and security.
- Purchaser shall not allow any use of Fitness Court® until all Graphics are installed.

to the Contractor and its agreement. Such causes include, but are not limited to, the Contractor's negligence, errors, omissions, strict liability, or breach of warranty.

7. OWNERSHIP OF DOCUMENTS

All designs, intellectual properties, and related Campaign Services pertaining to the Fitness Court® belong solely to the National Fitness Campaign. All construction data, materials, or documents specifically prepared or assembled by NFC may be used by the Purchaser to aid in the storage, installation, and maintenance of the Fitness Court® only.

8. CHANGE ORDERS:

Any changes in scope of work or Terms and Conditions shall be agreed upon in writing by both parties.

9. PURCHASER ACKNOWLEDGMENTS

Purchaser acknowledges and accepts upon receipt of Fitness Court® all terms and conditions as described above, including Payment Terms, Terms of Tax Exempt Status, NFC Standard Warranty & Terms, Warranty Disclaimers, Purchaser Obligations, Limits of Liability, Ownership of Documents, and Change Orders.

Tax %	0.0000%
Grand Total	\$10,000.00

Terms

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- Assembly Completion Certificate submission to NFC is required within 15 days of Fitness Court® Installation.
- A safe and environmentally controlled storage environment is required to store digital print graphics.
- NFC shall not be responsible for work performed by others.
- Purchaser to provide all on-site maintenance, safety, and security.
- Purchaser shall not allow any use of Fitness Court® until all Graphics are installed.
- Purchaser understands that the use of exercise equipment incurs risks that are voluntarily entered into. Terms of Use of the Fitness Court® by the public located at the purchaser's site shall be governed by the Purchaser in addition to the NFC minimum guidelines.
- Purchaser must maintain graphics and posted safety rules and regulations.
- Purchaser shall be responsible for site selection and all inherent risks associated with the choice of site selection, including risk to the general public.

All designs, intellectual properties, and related Campaign Services pertaining to the Fitness Court® being solely to the National Fitness Campaign. All construction data, materials, or documents specifically prepared or assembled by NFC may be used by the Purchaser to aid in the storage, installation, and maintenance of the Fitness Court® only.

8. CHANGE ORDERS:

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