

**BUSINESS PREPAREDNESS AND RESILIENCY PROGRAM
PROGRAM GUIDELINES AND PROCEDURES:**

Resiliency Assessments and Grants

LEAD AGENCY: NYC Department of Small Business Services

Version 7

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DEFINITIONS

“Affiliate” shall mean an entity which shares common ownership or management with another entity or is otherwise related to such an extent that they have substantially identical business or economic interests.

“Applicant” shall mean an individual owner or business entity that has applied for an Assessment and Grant under this Program.

“Application” shall mean the Business Preparedness and Resiliency Program online application form, and any and all supporting documentation which must be submitted by the Applicant or added to an Applicant’s file by program staff in order to be considered for assistance.

“Assessment” shall mean the resiliency assessment that Applicants receive if they meet the eligibility requirements. Consultant will organize a site visit with Beneficiary to review the businesses current operations, assets, and risk exposure. Then Consultant will compile a resiliency report that documents the Beneficiary’s need and provides risk mitigation recommendations to improve operational and physical resiliency.

“Beneficiary” shall mean an SBA-defined small business located in the Sandy inundation or power outage zone, which meets the eligibility requirements and participates in the assessment and grant program.

“Business PREP” shall mean the Business Preparedness and Resiliency Program.

“Commitment Letter” shall mean a written or emailed communication from SBS to a Beneficiary which advises the business that the Grant Agreement has been approved and states the amount, and the terms of the approval.

“Consultant” shall mean an external resiliency expert who is subcontracted by SBS to conduct resiliency assessments with small business beneficiaries.

“CDBG-DR” shall mean the HUD Community Development Block Grant – Disaster Recovery.

“CRM System” shall mean the Customer Relationship Management (CRM) System used by the Consultant and Business PREP staff to manage and track applicant leads.

“Declination Letter” shall mean a written or emailed communication by Small Business Services to an Applicant that advises the Applicant that the Application for an Assessment and Grant has been declined, the basis of the declination, and the procedure for appeal.

“HUD” shall mean the U.S. Department of Housing and Urban Development.

“Grant” shall mean the financial support of Beneficiaries for the purchase of items to implement specific mitigation recommendations outlined in the resiliency report. Beneficiaries will sign a grant agreement with SBS and provide receipts of the purchased items; only then will SBS reimburse the Beneficiary up to the agreed amount for each item, up to a maximum total of \$3,000.

“Movable equipment” shall mean vehicles¹, equipment, machinery, supplies, furniture, and tangible and non-tangible business assets that are not inventory and that cannot be considered permanently affixed to a building and that, if removed from a building, would not affect the value of that building.

“NYCEDC” shall mean the New York City Economic Development Corporation.

“Principal Owners” shall mean owners of 20% or more of an applying or participating business.

“SBS” shall mean the New York City Department of Small Business Services.

¹ Vehicles are only an eligible expense if vehicles are considered equipment if it is necessary to perform the primary activity of a business (e.g. a vehicle for a food delivery business would be considered equipment.)

1. PROGRAM SUMMARY

The Business Preparedness and Resiliency Program (Business PREP) will help small businesses better prepare for emergencies and enhance the resiliency of their operations, assets, and physical space.

Assistance will include:

- (1) Resiliency workshops.
- (2) On-site resiliency assessments (“Assessments”) and post-assessment grants (“Grants”) to implement specific recommendations.
- (3) Online resources to educate businesses on best practices to reduce risk and connect them to resiliency services.

The New York City Department of Small Business Services (SBS) is the city agency tasked with implementing Business PREP. SBS will manage the program and sub-contract external organizations to provide expertise on the program components. The Workshops and Online resources will be available to businesses citywide, while Assessments and Grants will be provided to businesses directly or indirectly impacted by Hurricane Sandy. The Workshops are set to launch in the fall of 2015, the Assessments and Grants in the fall of 2016, and the online resources in 2017.

The program budget will be \$7.1 million from funds allocated to New York City by the Department of Housing and Urban Development (HUD) through the Community Development Block Grant – Disaster Recovery (CDBG-DR) program. \$3 million was allocated directly as part of the City of New York’s Action Plan Amendment 8B, approved April 13, 2015. \$4.1 million in CDBG-DR funding was allocated to Business PREP by the New York State Governor’s Office of Storm Recovery (GOSR) through the NY Rising Community Reconstruction Program. GOSR funds will be used for Business PREP program activities, but not including the Grants. The activities funded under this program must meet the “Urgent Need” HUD National Objective. The Grants and on-site resiliency assessments may also meet the “Low and Moderate Income Area” HUD National Objective as further described below.

The goal of the Business PREP program is to conclude by the end of New York City’s Fiscal Year 2018 (June 30, 2018) however, all expenditures including all required compliance review, monitoring and closeout will necessarily be completed by the fall of 2019.

2. ASSESSMENT & GRANT PROGRAM DESIGN

Total Allocation

\$4.37 million

Businesses in scope

- Assessments and Grants – at least 520
 - Business PREP has budgeted for 520 Beneficiaries; the budget for assessments could expand depending on actual demand and unit cost per assessment.
 - Size of grant: up to \$3,000.00

2.1 Eligible Applicants for Assessments and Grants

It is anticipated that this program will provide funds to eligible Applicants on a first-come, first-served basis. The City reserves the right to target outreach by geography of Sandy impacted areas as necessary to address potential imbalance in program delivery. All Beneficiaries shall satisfy, among other things, the following criteria:

Core HUD Eligibility

- The Applicant business is a for-profit business paying taxes
- The Applicant business is located in NYC
- The Applicant business is a small business² as defined by the SBA in [13 CFR Part 121](#).
- The Applicant business was at the time of the storm and is currently located within the Sandy inundation or power outage zone. (If applicant moved business location since October 2012, applicant must affirm that the move was due in whole or in part to storm impact.)
- The Applicant affirms that the business experienced loss, damage and/or interruption as a result of Hurricane Sandy
- The Applicant business, its principal owner(s) (with at least 20% ownership share), and affiliated businesses with the same EIN are not on the Federal debarred list.
- The Applicant business has not received similar Benefits (Duplication of Benefits).

Projects funded through this program will be eligible under 24 CFR 203(b), special economic development activities, so long as the projects proposed do not include an ineligible element as described in 24 CFR 207(a)³.

2.2 Eligible Uses of the Grants

Funds provided to businesses under this program may only be used for moveable equipment (where no installation is required) that does not impact the building envelope. The Consultant will recommend items from the list of approved eligible grant items (Appendix 10) and business owners will be required to purchase items that have been recommended to them in the Risk Assessment Report. Funding will be available to business owners on a reimbursement basis only, provided the purchased items are eligible under the terms of the grant agreement.

² Affiliate businesses that each have a separate EIN number and which are not eligible or are not part of the application for assistance through this Program will not be considered when verifying that the Applicant is a small business as defined by the SBA.

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Funding received under this program MAY be used for:

Technological investments:

- Tablet and point of sales tool to digitalize sales and sales records
- Scanner and cloud database system to digitalize and backup key documents
- Install appliances for advanced bandwidth management to protect from cyberattacks.
- Develop and implement a system for equipment tracking and digital inventorying
- Set up services for approved hardware or software
- Elevate and/or relocate data centers and IT equipment above base flood elevation or to another level in building

Moveable equipment where no installation is required including:

- Flood barriers
- Flood pumps
- Risers
- Backup generators

Costs associated with taxes and shipping will be considered eligible for reimbursement by SBS provided the total amount of item(s) purchased including taxes and shipping does not exceed \$3,000.00.

Funding received under this program MAY NOT be used for:

- Renovation, repairs, or improvements to damaged buildings or the purchase of any equipment that must be permanently affixed to a building
- Working capital and inventory
- Repayment of government loans
- Ineligible expenses: purchasing alcoholic beverages; relieving bad debts; paying for staff entertainment/travel; settling fines, penalties or damages resulting from violations; paying for lobbying; suing the Federal Government; and recovering from costs due to idle facilities or capacity (costs of maintenance, repair, housing, rent, insurance, interest, taxes and depreciation).

As part of the resiliency assessment, small businesses in the liquid fuel supply chain will be required to describe and adopt measures that mitigate potential impacts to the liquid fuel supply chain during future disasters. Approved liquid fuel supply chain businesses will work with the Consultant to develop a description of their planned mitigation measures which will be incorporated into the Resiliency Report developed by the Consultant. Risk mitigation measures should include processes or methods to ensure that fueling stations along critical evacuation routes remain functional, or quickly restore functionality, during power outages. This requirement applies to any eligible small business in the liquid fuel supply chain that applies for CDBG-DR assistance through this program.

3. PROGRAM REVIEWS

3.1 HUD National Objective Standards

Businesses served through the Business PREP program will necessarily meet one of the following HUD National Objectives:

- Low and Moderate Income Area Benefit
- Low and Moderate Income Clientele (Microenterprise)
- Urgent Need

Low and Moderate Income Area Benefit National Objective:

An area benefit activity is one that is available to all the residents of an area that is primarily residential in nature. The City can achieve the LMI national objective by assisting businesses that primarily provide goods and services to a *Market Area (i.e. Service Area)* in which more than 51.0% of *residents* are of low- and moderate-income. The assisted businesses cannot provide goods and services to only non- residential clients. Moreover, the goods and services the assisted businesses provide must be available to all residents with low- and moderate-income.

Low- and Moderate-Income Limited Clientele (Microenterprise):

A microenterprise is defined as a business with five (5) or fewer employees, one or more of whom owns the business. Each owner must have a total family adjusted gross income at or below 80% of Area Median Income (AMI). To classify a business as a microenterprise, household income and family size of the owner(s) are required.

Businesses that participated in the Hurricane Sandy Business Loan and Grant program and which were classified as microenterprise will also be considered as microenterprise for the Business PREP assessment and grant program with no additional documentation required. SBS will provide the Consultant with an Excel spreadsheet identifying those businesses that were classified as microenterprise under the HSBLG program.

Urgent Need:

Businesses served through this program will meet the Urgent Need National Objective criteria if they can prove to be directly or indirectly related to an impact of Sandy.

NOTE: Businesses served through this program will meet the Urgent Need National Objective criteria if they can prove to be directly or indirectly related to an impact of Hurricane Sandy. However, SBS will make every effort to meet a Low- and Moderate-Income (LMI) National Objective. Classification of businesses served through this program as falling under the LMI Area or LMI Microenterprise shall occur at the time of reporting and not at the time of the eligibility review.

3.1.a Procedure to Determine Qualification for LMI Area Benefit National Objective Consideration Following HUD guidance⁴, the Consultant will make a determination whether a business qualifies as serving a Low and Moderate Income Area by taking into account the following factors:

- Nature of activity – in order for a business to qualify as a LMA service, it must not

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- primarily provide business to business goods and services and must provide service(s), good(s) or product(s) which can be reasonably expected to be accessible to LMI population
 - If a business has a warehouse, the business must demonstrate it sells directly to the public on a regular basis in the area in which the business is located for which it is receiving DR assistance
 - The business cannot be an industrial business that engages in manufacturing wholesale trade or transportation and utilities activities; and
 - The business must provide goods and services that are available to all residents with low- and moderate-incomes.
- Location of the activity -The International Council of Shopping Centers (ICSC) service area definitions shall be used to determine the LMA service area of a business
- Accessibility - there needs to be a reasoned determination that a business is accessible to LMI residents and can be used by LMI residents if they so choose.

3.1.b Procedure to Determine Market Area Based on Business Type and Location

Based on findings outlined in the September 13, 2013 “Hurricane Sandy Community Development Block Grant Disaster Recovery Grant Program – Retail Market Areas” memo from Michael Moynihan, PhD, Chief Economist of NYCEDC (attached as Appendix 1) the City has determined relevant Market Areas based on both business type and the borough in which the business is located within NYC.

Estimated Market Areas by Retail Type and Location

Type of Retail	Description	Market Area	
		Manhattan	All Other Boroughs
Neighborhood	A retailer whose primary market area is residents in the immediate neighborhood.	1/4-mile radius	3/4-mile radius
Convenience	A retailer that offers every day goods such as food and toiletries. In NYC, essentially the same as neighborhood retail.	1/4-mile radius	3/4-mile radius
Specialty	A retailer that offers a unique item or service.	3-mile radius	5-mile radius
Big Box	National retailer with a store size anywhere from 20,000 SF to 200,000 SF.	3-mile radius	5-mile radius

Source: NYCEDC analysis of data from the International Council of Shopping Centers and Urban Land Institute

⁴ HUD guidance includes the following documents: 24 CFR 570.208 for national objective criteria, *Basically CDBG* (Chapter 3: National Objectives), and CPD’s *Guide to National Objectives & Eligible Activities for Entitlement Communities* (Chapter 3: Meeting and National Objective & Appendix D: Determining Service Area).

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Unless a business provides substantial evidence of an alternative service area, The Consultant will determine a business's service area based on the business's type and location, as stated in the table above. The business's specific Market Area will include all contiguous census tracts included in the relevant Market Area radius.

The City uses census tract data and the American Community Survey to compute the LMI percentage of a business's Market Area. Census tracts that are composed of more than 51% LMI residents meet the LMI Area Benefit National Objective.

The Consultant will use a Microsoft Access LMA Service Area Tool and an Excel file with a list of census tracts developed by EDC and SBS to determine LMA eligibility. This process is detailed in Appendix 2.

The LMA Service Area Tool will also verify if the business's Market Area is primarily residential by calculating the total residential floor area in the census tracts in the business's Market Area as a percentage of the total built floor area (including residential and non-residential floor area) in the census tracts. If 1) the built floor area in the census tracts are at least 50% residential and 2) at least 51% of the residents are LMI, the business will qualify as serving an LMI Area.

In some cases, barriers to access may impact a business's activity. For example, for businesses whose primary Market Area is residents in the immediate neighborhood – such as Neighborhood and Convenience stores (as defined above), the existence of barriers to access, such as major waterways, may impact accessibility. As a result, for these business types, program staff determined that major waterways will be incorporated into the determination of a business's Market Area. For Neighborhood and Convenience stores whose Market Area crosses a major waterway (defined as the East River, Upper New York Bay, and Lower New York Bay), the LMA Service Area Tool will eliminate those census tracts that are on the opposite site of the waterway from the business.

In addition to the steps noted above, if the business has the documentation to do so, they may provide program staff with evidence to suggest that an alternative Market Area is more appropriate. This documentation could include:

- Data from detailed receipts with customer addresses
- Documentation that the majority of customers that a business serves are defined by a delivery area, and documentation of that delivery area

If a business can provide this information, the Consultant would determine their Market Area based on the documentation provided by the business applicant.

Additionally to the LMA Service Area Tool, SBS will insert service area maps for all activities that qualify under the LMA National Objective and save those maps in the respective business folder. SBS will review the accuracy of the information, and confirm that businesses assisted under the LMA National Objective provide a benefit to the low-and moderate-income population of the area in the National Objective table, under "Rationale" of the file checklist document which is saved in each business folder.

3.2 Duplication of Benefits

See Appendix 3.

As stated in Appendix 3, the one-on-one site visits for resiliency assessments and the post-assessment micro-grants for specific mitigation recommendations do not constitute capital repair, rebuilding, or replacement of Hurricane Sandy damaged or destroyed items that previously belonged to the Beneficiaries. Therefore, the usual standard categories of duplicative assistance could not have been provided to Beneficiaries in a prior program. Insurance, SBA disaster loans, and private and charitable assistance do not provide aid for operational resiliency recommendations or equipment that a business did not own prior to their qualifying event or lost as a result of that event.

Further, each applicant is a unique business entity and receives an individualized assessment from AECOM to determine the needs of that business. In the case that two applicants share a physical location or owner, SBS and AECOM will consider the types of business, location, needs of each applicant determined by the AECOM assessment, number of employees, and relationship between the businesses to inform the review of items submitted to SBS for approval by the business owner to prevent a duplication of benefits.

3.3 Environmental Review

The New York City Office of Management and Budget is the entity responsible for compliance with the HUD environmental review procedures set forth in 24 CFR Part 58 for the \$3,000,000 of CDBG-DR funding which was allocated directly as part of the City of New York's Action Plan Amendment 8B. The New York State Governor's Office of Storm Recovery, operating under the auspices of New York State Homes and Community Renewal's Housing Trust Fund Corporation, is the entity responsible for compliance with the HUD environmental review procedures set forth in 24 CFR Part 58 for the \$4,100,000 of CDBG-DR funding allocated to Business PREP through the NY Rising Community Reconstruction Program.

Both entities have determined that the activities under the Business PREP program would meet the conditions specified for exemption from environmental review under 24 CFR 58.34(a) or would meet the conditions for Categorical Exclusion from environmental review under 24 CFR 58.35(b).

The Environmental Review Record (ERR) prepared for this program, including 24 CFR 58.6 compliance checklists, can be found in Appendix 9.

3.3.a Flood Insurance

Grant funding will be capped at maximum of \$3,000 per beneficiary, well below the current HUD limit of \$5,000, beyond which beneficiaries would be required to carry flood insurance. Additionally, items obtained with micro-grant funding would not require installation or have any effect on the building envelope.

Businesses participating in the Business PREP Assessments & Grant program will not be required to purchase flood insurance through the National Flood Insurance Program (NFIP). Assessments will be provided as a technical assistance benefit, which is not subject to flood insurance requirements.

3.3.b Procurement

SBS will comply with the requirements of 2 CFR 200.318 through 200.326. All procurements will also comply with Federal Register Notice requirements applicable to this CDBG-DR appropriation. SBS will

work with the Office of Management and Budget to ensure eligibility and maintain a repository of procurements and contracts on the City's website as required by HUD's March 5, 2013 Federal Register Notice.

4. PROCESS & PROCEDURES ASSESSMENTS AND GRANTS

4.1 Marketing and Outreach

The Consultant will develop a communications and marketing plan along with a detailed business development plan. The business development plan will provide a list of specific businesses that will be targeted for outreach and recruitment into the Business PREP program. SBS and other partner agencies as appropriate will contribute to the list of specific businesses to be targeted for outreach. The Consultant will also develop key messages and talking points, and a set of marketing collateral.

SBS and the Consultant will collaborate with community-based organizations (CBOs), elected officials, and others to market the Assessment and Grant program to likely eligible small businesses in the Hurricane Sandy inundation and power outage zone. The outreach effort will include information on the purpose and procedure for the Assessments and Grants, as well as application information and other assistance when necessary. The Consultant will create a "Qualifying Lead" in the Oracle on Demand (CRM) system for each business which is informed about the program and/or expresses interest. See Details in Appendix 8.

4.2 Application Deadline

SBS may adopt operational procedures regarding deadlines and extensions to complete the program in a timely manner. Deadline decisions will take into consideration:

- Program goal of serving a total of 520 businesses
- Amount of applications received to date

SBS planned to close Business PREP to new applicants on **June 1, 2019**. This deadline was extended until **June 30, 2019**, to allow additional time for outreach efforts.

The program will continue to serve eligible Applicants on a first-come, first-served basis.

4.3 Application Process

Information about the program and a link to the Web form application, along with Frequently Asked Questions will be available on the Business PREP website. Business applications will be processed in a first-come, first-served manner. Applicants from NY Rising neighborhoods (Howard Beach, Gravesend/Bensonhurst, Gerritsen Beach/Sheepshead Bay, Lower Manhattan south of 14th street, and Southern Brooklyn including Brighton Beach, Coney Island, Manhattan Beach and Sea Gate) will be processed on a first-come first-served basis until the funding allocated per neighborhood has been exhausted. Any remaining applicants from those neighborhoods will be processed once the program has served applicants from the remainder of eligible neighborhoods.

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The application link is:

<https://www1.nyc.gov/nycbusiness/article/preparedness-response-recovery>

The application will ask the business owner for information related to business location, size, ownership and other similar demographic information. The application will also ask the business owner to certify Hurricane Sandy impact.

A translation link to non-English language versions of the application will be provided on the Business PREP website. A paper application form will also be available.

4.3.a Web Form Applications

- At the time of Web form submission, Applicant will be redirected to new Web Page indicating their application has been received and is under review. Applicant will be informed that they will be contacted by a representative of the Consultant within five (5) business days to confirm their eligibility or to request further documentation if eligibility is unclear.
- SBS staff and the Consultant will each receive an automatically generated notification email when the Web Form application has been submitted.
- Once the notification email/ Web Form application has been received, the Consultant will create a Qualified lead for the Applicant in SBS's Oracle on Demand CRM system, and document each subsequent interaction with the business in CRM. See Appendix 8 for details on the entire CRM procedure.
- A copy of the notification email will be saved to the business folder "A" (Eligibility Review- See Appendix 7.)

4.3.b Paper Applications

- If the Consultant has collected a paper application, they will enter the information into the Web Form application in order to generate the automatic notification email. If SBS collects the paper application, SBS staff will scan and email the application to Consultant for entry into the Web Form application.
- Once Web Form application has been completed, the Consultant will create a "Qualified" lead for the Applicant in the CRM system, and document each subsequent interaction with the business in CRM.

4.4 Eligibility Verification

The Consultant will use the information provided via the Application and other sources of data (see below) to conduct an eligibility review of each Applicant, including: verification of business location and storm impact, small business status, private utility and liquid fuel supply chain status, and debarment/suspension check based on full business name. An eligibility review should be conducted within three (3) business days of receiving an application. Consultant activities with specified turnaround times will be documented in the available CRM tracking fields, which will provide sufficient

verification of those activities. Both SBS and the Consultant will have full visibility into the Applicant profiles, application status, and overall program progress metrics.

Consultant will verify:

- 1. Applicant is an active, NYC-based for-profit business in operation since October 29, 2012 based on its NYS Department of State records:**

https://appext20.dos.ny.gov/corp_public/CORPSEARCH.ENTITY_SEARCH_ENTRY.

Consultant will save a PDF copy of the DOS record in the Business Folder “A.”

Note: For businesses providing specialized medical (“Healthcare/Social Assistance” industry), legal and accounting services (“Professional/Scientific Services” industry), the Consultant may use the NYS Education Department/Office of the Professions (NYSED/OP) records to verify their operation since **October 29, 2012:**

<http://www.op.nysed.gov/opsearches.htm#eng>

Consultant will save a PDF copy of the NYSED/OP record in the Business Folder “A.”

- 2. Applicant is an SBA-defined small business:**

- Consultant will pull data on annual revenue and number of employees from Infogroup’s RefGovUSA database <http://www.referenceusagov.com/>.
- Consultant will verify that the number of employees or annual revenue is less than 50% of the business’s respective SBA NAICS code threshold using “Table of Small Business Size Standards Matched to North American Industry Classification System Codes” https://www.sba.gov/sites/default/files/files/Size_Standards_Table.pdf
- If the number of employees or annual revenue is less than 75% of the business’s respective SBA NAICS code threshold, the applicant will be considered an SBA-defined small business.
- Consultant will complete the Note to File Small Business Determination document provided by SBS and save it in Business Folder “A” along with a PDF of the RefGovUSA database record.
- If the applicant identifies as a small business, but the business database shows that the number of employees and annual revenues are above 75% of the respective NAICS code threshold, the Consultant will follow up with the applicant and require the submission of their most recent annual tax return and employment filing, in order to verify small business status. If small business status can be verified, Application will be added to the pipeline of eligible businesses.

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- If the Applicant business cannot be found in the Infogroup RefGovUSA business database, Consultant will contact Applicant and request the submission of tax documents in order to verify small business status.

3. Applicant was and continues to be located within the Hurricane Sandy inundation and/or power outage zone and was impacted by the storm:

- Consultant will cross-reference Applicant's address with the Hurricane Sandy Flood zone maps and the Con Edison & Long Island Power Authority's power outage maps. SBS will provide the Consultant access to these maps.
- If Applicant indicates in their application that they have moved locations since the storm, Applicant will need to elaborate on the reasons behind the move, including whether it was a result of storm impact.
- Consultant will save a copy of the mapped business location to Business Folder "A".

4. The Applicant business, its principal owner(s) (with at least 20% ownership share), and affiliated businesses with the same EIN are not on the Federal debarred list.

- Consultant will look up the business name in www.sam.gov.
- Consultant will save a copy of the PDF demonstrating that there is no debarment to Business Folder "A".

NOTE: Business PREP applicants that participated in the Hurricane Sandy Business Loan and Grant Program will still need to go through an eligibility review with the appropriate documentation placed in their file. Tax returns submitted previously as part of HSBLG program vetting will be accepted as proof of small business status if business cannot be found in InfoGroup's RefGov database.

NOTE: Businesses that have changed EINs or corporate structures since Hurricane Sandy must be able to demonstrate the qualities below (through a management agreement or other formal legal and/or financial documentation) to be considered eligible for a risk assessment and grant through Business PREP. This will be documented in the application file with a Note to File from the Account Manager and the relevant management agreement or legal documents:

- Business is operating for the same general purpose (i.e. a bakery remains a bakery); and
- Business retains at least one of the original owners; and
- The management, operating or other sale agreement, that the new company retains some degree of ownership (at least 25%) of the previous company; and
- Has retained financial obligations of prior legal entity. The Applicant must demonstrate that the business paid whatever financial obligations they had for the previous legal entity, such as the final business tax return.

NOTE: All businesses that are deemed eligible will need to sign a Certification Letter testifying to Sandy

Impact and that they have not already received the same benefit (duplication of benefits.)

4.5 Eligible Applicants

Consultant is responsible for the initial eligibility review of each Applicant. Consultant will notify SBS

when an eligibility review has been completed for each “Qualified” lead and will transfer the Business Folder “A” to SBS via the designated FTP site.

SBS will review the “A” Folders and will verify that all required documentation has been collected (Applicant meets eligibility requirements). SBS will change the lead status to “Converted” and will notify Consultant via email to proceed with scheduling the converted leads for an assessment.

If additional documents are required to prove eligibility, the Consultant will contact the business owner to request additional documentation. The type of documentation will vary depending on the reason business cannot be determined to be eligible. Consultant will mark the lead as “Archived” in the CRM system while awaiting further documentation.

4.6 Ineligible Applicants

Consultant will identify ineligible Applicants and will notify SBS via email. SBS will notify ineligible applicants by sending a standardized email (with attached letter) outlining the reasons the applicant has been deemed ineligible and containing instructions for the appeal process.

4.6.a Ineligible Applicants: If the Applicant does *not* meet the above eligibility requirements either initially and/or following an appeal, SBS will save a copy of notification of ineligibility (copy of email) in the Applicant’s file and will change the lead status to “rejected” in CRM.

- In addition, an Applicant that is deemed ineligible will have, at a minimum, one of the following pieces of documentation in its file, depending on the reason for ineligibility.
 - Not a small business: NAICS code search on the Applicant business will demonstrate that the business is too large.
 - Debarred: Documented through a SAM search and any additional explanation needed.
 - Business cannot be found in the [New York State Division of Corporations, State Records and UCC Corporation and Business Entity Database](#) or is shown as registering after October 2012.
 - Demonstration that business location was/is not in Hurricane Sandy flood or power outage zone through a map.

4.6.b Appeals Process: Any appeals will be processed by SBS.

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- 1) Ineligible applicants will be asked to reply to the email notifying them of their ineligibility within five (5) business days indicating whether they would like to appeal the decision. An SBS representative will contact the business owner within three (3) business days with information about specific documents or information needed to process the appeal.
- 2) The Business owner will be required to submit any additional documentation within ten (10) business days.
- 3) SBS will process the appeal and notify business owner of the decision (eligible or ineligible) within five (5) business days of receiving all necessary supporting documentation.
- 4) If an Applicant is determined to be eligible after the appeal is processed, SBS will create a converted lead for the applicant in CRM and notify the consultant to proceed with scheduling the business.

4.7 Schedule Assessment

Consultant will contact eligible Applicant via email and will follow up with a phone call as needed to schedule a site visit for the Assessment.

Within one business day of receiving notice to proceed from SBS, consultant will send the eligible business an email containing the following information:

- Notice of eligibility and relevant information about the overall process and scheduling (i.e. informing the business of the documents they should provide for the assessment, such as the insurance policy, lease and other core contracts).
- An attachment with the aforementioned Business PREP Certification Letter.
- Notice to the business owner that they must sign the certification letter and send a physical copy, a scan via email, or a high-quality photograph to the Consultant before the actual Assessment can take place. The Consultant will collect the physical copy of the letter at the time of the assessment and include it with the handover documentation to SBS.

A follow up phone call to schedule the Assessment must take place within 2 business days of the initial email notifying businesses that they are eligible. In this phone call the assessment process and preparation should be outlined again clearly.

Consultant should make every effort to complete the scheduling of the initial Assessment visit within ten working days of Notice to Proceed and the Assessment should be conducted within one month of Notice to Proceed. Once the assessment visit has been scheduled, Consultant will open a Service Request for the Applicant in CRM. (See details in Appendix 8.)

4.8 Conduct Resiliency Assessment

Consultant will conduct a Resiliency Assessment of the business' operations, assets, physical location, and insurance needs. Consultant will conduct the Resiliency Assessment according to the Guides and Templates developed in partnership with and approved by SBS.

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At the conclusion of the Assessment visit, the Consultant will:

- Provide the business owner with the Grant Cover Sheet, the Grant and Subrogation Agreement, the List of Grant Eligible Items, and the NYC Payee Information Portal (PIP) information sheet.
- Review and explain the documents to the business owner and note that they must be registered with PIP in order to receive the grant funds.
- Explain to the business owner that they will be reimbursed for up to \$3,000 worth of recommended items.
- Collect the signed and notarized Certification Letter.
- Attempt to schedule a return visit to discuss the Resiliency Report.

4.9 Resiliency Report

The report will be completed in accordance with the report template developed in partnership with and approved by SBS. The report will:

- Provide an analysis of the business's individual risk profile depending on location, type of industry, etc.
- Provide a detailed outline of recommended operational, physical, and financial resiliency improvements for the Beneficiary.
- Include a list of grant eligible items with cost estimates, as well as cost estimates for additional resiliency measures not eligible for grants (e.g. non-moveable equipment or retrofits).

The Consultant will complete the Resiliency Report within seven (7) business days of initial site visit and within one day of the report completion will attempt to schedule a follow-up visit if not previously scheduled.

Once the follow-up visit has been scheduled, Consultant will email a copy of the report to the business owner so they can review prior to follow-up visit.

4.10 Assessment Report Delivery

Consultant will return to the business location, ideally within fifteen (15) business days of the initial Assessment visit to provide a detailed review of the Resiliency Report to the business owner.

In addition, Consultant will:

- Review Exhibit A (the list of recommended items) of the Grant and Subrogation Agreement and Communicate to Beneficiary that they will be able to purchase only those items contained in the final Exhibit A. During this visit, the business owner may advocate for an alternate item that they wish to purchase from the larger list of approved eligible grant items provided they offer an explanation of why they wish to purchase the alternate item. In this case, the Consultant will

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email SBS with the request to amend Exhibit A – final discretion to allow purchase of the alternate item will remain with SBS.

- Collect a signed document of intent from the business owner(s) indicating whether they want or do not want to participate in the grant program (See Appendix 6.)
- Collect the signed and notarized Grant and Subrogation Agreement, if possible. If the business is interested in proceeding with the grant but has not yet signed and notarized the Agreement, they will have ten (10) business days to mail the original signed and notarized copy of the grant agreement to SBS.
- Confirm that the business has successfully registered with the city through the PIP web portal.

If the business is unresponsive to Consultant's attempts to schedule a return visit the Consultant must:

- 1) Make at least three (3) attempts by phone and email to schedule a return visit to review the report in person.
- 2) If after those attempts an in-person meeting is not possible, Consultant may email report and request that business owner confirm receipt. Consultant must attempt to schedule a phone call to discuss the report with the business owner (or owner's representative).
- 3) If report cannot be emailed or receipt of the email by the business cannot be confirmed, Consultant must send the report by Certified Mail.

4.11 Document Handover

A completed Assessment is understood to include the initial Assessment Visit, creation of the Assessment Report, and the follow-up visit or phone call to deliver the report and discuss the recommendations. Within five (5) business days of completing an Assessment, Consultant will provide SBS with the following documentation (See Appendix 7):

- 1) Copy of Application Form (Email or PDF copy)
- 2) NYS DOS filing, state filing certificate or org docs, if applicable
 - For-profit business operating in NYC
 - Registered address at time of the storm and present address
- 3) Sandy Impact Zone:
 - Associated map showing location in Sandy inundation and power outage zone
- 4) SBA Defined Verification
 - Infogroup (REFGOV USA) profile of applicant
 - If needed, most recent annual tax return and employment schedule
- 5) Copy of Debarment Check
- 6) Note to File Small Business Determination
- 7) PDF from LMA tool search and other documents related to HUD National Objectives such as tax documents (for Microenterprise).
- 8) Program participation agreements and signed forms, if applicable
 - Signed Business PREP Certification Letter
 - Signed and Notarized Grant and Subrogation agreement
 - Grant Declination Form, if applicable
- 9) Resiliency Report
- 10) Grant appendix to resiliency report
 - List of resiliency recommendations eligible for grant to demonstrate need and cost reasonableness

SBS will review file within ten (10) business days and either confirm that file is complete or request missing documents from Consultant. Consultant will only receive payment for assessments provided to eligible businesses. To receive payment, Consultant must have visited business and conducted an assessment, written a resiliency report, and delivered (in-person, email, or mail) the resiliency report and grant agreement. (See report delivery requirements under section 4.9 above).

SBS will change the service request status to Closed/Won in CRM once SBS approves complete package of documents as outlined in Handover Documents above.

In the event a business decides to withdraw from the assessment process before the process is complete, SBS will change the service request status to Closed/Lost.

4.12 Grant Agreement and Reimbursement Process

Prior to starting the reimbursement procedure, the SBS Program Team will ensure that all documents and deliverables required in connection with the grant have been received and are in the proper form. SBS will double check eligibility for grant and initiate contact with the Beneficiary via email or phone to start the process described below only after the business original copy of the signed and notarized grant agreement is submitted, and SBS reviews and signs it:

1. The SBS Program Team will create a procurement draft request through ProTrack and upload the business executed Grant and Subrogation Agreement. Meanwhile, the Procurement team will conduct a responsibility check in Lexis Nexis, Google and other web sources. The SBS Program Team will document the outcomes of responsibility checks and save those reports in respective business folders. Once vetted by Procurement, Beneficiary will receive, via email, (1) a copy of the signed and notarized Grant and Subrogation Agreement with SBS signature, (2) final list of grant recommended items and (3) reminder that business must be registered with PIP in order to be reimbursed. If requested, SBS staff will provide guidance on creating/activating a PIP account.

Note: Businesses that are found to have tax liens, civil judgements and/or litigations will be required to provide supporting documentation proving that the issue(s) is(are) being addressed before SBS can proceed with the grant agreement. This includes, but is not limited to, evidence that owed balance has been paid or there is a payment plan agreement with the respective agency/bank/institution.

Proof that the tax liens, civil judgements and/or litigation findings revealed during responsibility checks have been satisfied or are being addressed will be saved in the business folder.

2. Upon receipt of fully executed Grant and Subrogation Agreement, Beneficiary will confirm to the Business PREP team the items he/she is interested in purchasing, including type and quantity of selected equipment.

The Program Team will make the determination whether the selection is necessary and reasonable⁵, and communicate its decision via email to the Beneficiary. Reasonableness of type and quantity will be determined based on criteria including but not limited to: business industry, current resiliency needs, including benefits awarded by other sources⁶, and company size, business location (example: commercial space vs. home-based business) and total number of employees.

⁵ **2 CFR 200.403 Factors affecting allowability of costs** and **2 CFR 200.404 Reasonable costs**: A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost.

⁶ See Appendices 3 and 11: **Duplication of Benefits – BPREP Justification and RISE/BPREP: NYC Duplication of Benefits Cooperation Memo**

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NOTE: If the program determines that a business is eligible, based on actual demonstrated need, for multiple quantities of the same equipment, the staff will add records of communications between SBS and business owners to the files, indicating the agreed-upon number of items per the approved resiliency grant items list/Exhibit A of Grant and Subrogation Agreement.

3. Beneficiary will purchase the specific items per the assessment report and the signed grant agreement. Beneficiary will complete the purchase of the desired moveable equipment **within 30 days of receipt of Grant and Subrogation Agreement**. The allotted amount for these expenses should not exceed \$3,000 as stipulated in the grant agreement.

NOTE: Businesses expressing hardship to pay for grant equipment upfront will be offered the opportunity to go through a partial reimbursement per item(s) process which value will not be less than 50% of the BPREP total grant of **\$3,000** to allow beneficiaries to access the funds in two tranches maximum. The Program will expect qualifying businesses to complete the second round of purchases and submit reimbursement documentation within thirty (30) days from the date the SBS Accounts Payable Staff approves the first reimbursement.

For subsequent reimbursement, the SBS Program Staff will follow the same reimbursement process steps which are outlined in the **Reimbursement Process** section below.

The SBS Program Team will contact businesses at different stages of the process to ensure that they meet the timeframes set for submitting the signed and notarized grant agreement and resiliency equipment purchase. If the businesses are unresponsive and fail to provide required documents **within six (6) months** from the date the Consultant delivered the assessment report and grant agreement, they will permanently lose the opportunity to access a grant award.

Reimbursement Process:

Eligible moveable equipment expenses/items are outlined in the Business PREP Policies and Procedures Section 2: Assessment & Grant Program Design/Eligible Uses of the Grant

1. Based on **grant eligible items and costs** listed on the Assessment Report and agreed to in the grant agreement, the Business will submit invoice(s) and proof of payment within **15 days of purchase**. All payments must be made from a business account or the business owner's account for sole-proprietors, including bank or credit card accounts - the Program **does not accept cash payments** for reimbursement.
2. The SBS Program Team will perform initial review of invoice(s) and proof of payment and confirm that it is in compliance with the grant terms.
3. Following initial review, the SBS Program Team will upload the documentation into the Pro Track request created at the time of applicant's vetting process. If all documents are in order, Accounts Payable will process payment via Electronic Funds Transfer or check within fifteen (15) days. The Beneficiary needs to have an active PIP account in order to receive the payment. Businesses not enrolled in the Vendor Payment Direct Deposit will be charged a \$4.50 per check fee.

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4. Business will notify SBS via email, phone, screen shot or other means that payment has been received.

4.13 Disbursement and Substantiation Process:

Business PREP will offer the beneficiaries meeting the Low and Moderate Income Clientele (Microenterprise) National Objective and who expressed in writing hardship to pay for grant equipment upfront the opportunity to go through a partial disbursement per item(s) process, which value will not exceed 50% of the BPREP total grant of \$3,000. Please refer to page 8 of this document for the definition of Microenterprise.

The Program will offer a maximum of two disbursements and expect beneficiaries to complete purchases of the approved grant items within fifteen (15) business days from the date the Business PREP funds are received.

To determine eligibility, business owner(s) must have a total family adjusted gross income at or below 80% of Area Median Income (AMI)⁵ as tabled below and provide the following documentation:

Extremely Low-Income	Low-Income	Moderate-Income
\$0 - \$20,050	\$20,050 - \$33,400	\$33,400 - \$53,450

Note: The range of values is subject to change based on family size.

- Most recent owner's personal and business tax returns (Federal, New York State and City income tax returns)
- Employer's federal tax return (i.e. Federal Form 941, NYS-945) or Payroll Statements (e.g. Paychex, ADP, etc.)

The disbursement steps are outlined below:

1. The SBS Program Team determines if the business seeking disbursement meets all the eligibility criteria detailed above and communicates the decision via email.
2. If eligible, Beneficiary confirms to the SBS Program Team the equipment from Exhibit A of the Grant and Subrogation Agreement the business would like to purchase, including quantity, as part of the first disbursement and provides invoices or quotes for review.

⁵ HUD LMI income limits for FY17 for a one person family size. Full range of values based on family size can be found by accessing <https://www.huduser.gov/portal/datasets/il.html#null>

3. The SBS Program Team compiles and determines documents' eligibility.
4. The SBS Program Team will create a procurement draft request through ProTrack and upload the business executed Grant and Subrogation Agreement once the Procurement team finalizes the responsibility check and determines applicant's eligibility to receive Business PREP funds. The SBS Program Team will document the outcomes of responsibility checks and save those reports in respective business folders.

Note: Businesses that are found to have tax liens, civil judgements and/or litigations will be required to provide supporting documentation proving that the issue(s) is(are) being addressed before SBS can proceed with the grant agreement. This includes, but is not limited to, evidence that owed balance has been paid or there is a payment plan agreement with the respective agency/bank/institution.

Proof that the tax liens, civil judgements and/or litigation findings revealed during responsibility checks have been satisfied or are being addressed will be saved in the business folder.

5. When vetted by Procurement, Beneficiary will receive, via email, (1) a copy of the executed Grant and Subrogation Agreement, (2) final list of grant recommended items and (3) reminder that business must be registered with PIP in order to be disbursed. If requested, SBS staff will provide guidance on creating/activating a PIP account.
6. The SBS Program Team approves submitted price quote(s) or invoice(s) and forwards the request to Accounts Payable to process it via Electronic Funds Transfer or check within fifteen (15) days.

Note: The first disbursement cannot exceed 50% of the Business PREP total grant of \$3,000. If Beneficiary selects a higher priced item, the Program will process the remaining amount owned once evidence that the equipment piece was purchased and fully paid is provided.

7. The substantiation process for the received funds should not exceed thirty (30) business days from the date SBS processed the payment. Beneficiary will have to provide a written explanation in case they anticipate delay(s) in purchasing or substantiating the grant funds. SBS reserves the right to cancel a subsequent disbursement if a grantee is uncooperative or the substantiation process takes longer than the timeframe set above, not before offering Beneficiary the opportunity to address any revealed issues within fifteen (15) business days.
8. Beneficiary will be able to get the remainder of the grant funds only after he/she substantiates the received money. The substantiation process is outlined below.
9. For subsequent disbursement(s), Beneficiary will provide invoices or quotes for the rest of eligible resiliency equipment the business would like to buy and SBS will follow steps 2, 5 and 7 as described above.

Substantiation Process

1. A week prior to an awardee due date for substantiation, SBS sends a reminder email informing the awardee of their responsibility to show their eligible use of funding.
2. After a three-week period, SBS request, collect documents from awardees that shows funding has been used for eligible grant items and ensures that all items purchased add up to the total amount of payment the Accounts Payable team processed via Electronic Funds Transfer or check.
3. The SBS Program Team sends the documents with a summary sheet to the SBS Accounts Payable team to confirm that the funding was used for eligible purposes.
4. The SBS Accounts Payable team reviews the paid invoices and receipts in order to confirm that funding was used for eligible purposes.
5. If the SBS Accounts Payable team finds that eligible items were purchased at the correct amount the summary sheet provided by the SBS Program Team is signed.

4.13 On-Going Monitoring

Please see Appendix 12 for a detailed Grants Monitoring Plan

5. BUSINESS PREP IMPACT MEASUREMENT

In order to ensure that the services offered by Business PREP are impactful, the Program staff will contact Beneficiaries within one month after receiving the grant and ask them to fill out a brief survey to gather feedback on both the Business PREP assessment and grant services. The survey is part of the Program's efforts to continuously improve the services it provides and can be accessed here: <https://www.surveymonkey.com/r/XTN57PT>

The staff will keep record of all the received comments and suggestions on the master list saved in the Impact Measuring folder, and address them accordingly, including connecting Applicants to other SBS services if indicated by the survey respondents.

6. CITIZEN COMPLAINTS AND PRESS INQUIRIES

A citizen, representative of the press, and/or elected official may issue inquiries or complaints about the Business PREP through various channels (i.e. email, phone, fax, or verbal). The following outlines responses to inquiries and complaints from external stakeholders.

Complaints regarding delivery of customer service should be directed to the Executive Director of Growth Services, who coordinate the Business PREP team. All complaints will be documented on the master list saved in Citizen Complaints folder on S drive/Business PREP.

Note: Interaction, inquiry and/or comment coming from a program beneficiary will be considered *feedback*. Business PREP is also conducting a survey to collect feedback from Applicants who have received the assessment and grant services, and keeps record of the comments received as described in section 5, Business PREP Impact Measurement.

6.a Press and Elected Officials: SBS's Communications Office handles all inquiries from the press and elected officials. Regardless of the medium in which the inquiry or complaint is generated (i.e. email, phone, fax, or verbal) and the recipient, all inquiries or complaints from Press and Elected Officials should be emailed to SBS's Communication Office and SBS's Executive Director of Growth Services promptly. If it is not practicable to respond promptly given the nature of the inquiry or complaint, then SBS's Communications Office and/or SBS's Executive Director of Growth Services will acknowledge receipt of the inquiry and provide an updated timeframe in which to anticipate a response to the press or elected official who submitted the inquiry.

6.b Applicant Complaints: For Applicants, the first point of contact is the Business PREP staff who should respond to a complaint directly with pertinent information, any resolution that can be provided and contact information for follow-up. Any response to a complaint must be supplied in writing within **fifteen (15) business days**.

If an Applicant reaches out with a complaint to the Commissioner's Office, HUD, OMB, or any party that is outside the Business PREP team, it will be directed to the Executive Director of Growth Services for response.

7. APPENDICES

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APPENDIX 1: EDC RETAIL MARKET AREAS MEMO

MEMORANDUM

To: U.S. Department of Housing and Urban Development

From: Michael Moynihan, PhD, Chief Economist

Subject: Hurricane Sandy Community Development Block Grant Disaster Recovery Grant Program – Retail Market Areas

Date: September 18, 2013

Summary

As part of the Hurricane Sandy Community Development Block Grant Disaster Recovery (CDBG-DR) grant program administered by the U.S. Department of Housing and Urban Development (HUD), the New York City Economic Development Corporation (NYCEDC) Economic Research and Analysis Department has estimated the market areas for various types of retail businesses in New York City (NYC). The NYCEDC Economic Research and Analysis department undertook this analysis as part of its mission to conduct economic analysis of City projects, complete industry and economic research, and track economic trends affecting New York City. A market or trade area, in industry literature, refers to the geographic area from which a retail entity derives a majority of its repeat customers or sales, typically 70–80 percent of total sales.¹

The grant program requires that at least 50 percent of each grantee's CDBG-DR grant award be used for activities that benefit low- and moderate-income persons. Applicants can demonstrate benefits to low- and moderate-income (LMI) persons by qualifying under one of the following three National Objectives, as defined by HUD:

- (1) LMI Income Job Creation/Retention National Objective, meaning the business creates or retains permanent jobs, 51 percent of which, on a full time equivalent (FTE) basis, are either held by or considered to be available to low- and moderate-income persons
- (2) LMI Limited Clientele (Microenterprise) National Objective, meaning the business is a micro-enterprise with five or fewer employees (one or more of whom owns the business) and the owner's household income is low- and moderate-income; or
- (3) For the LMI Area (LMA) Benefit National Objective the business provides goods and services to an area where more than 51 percent of the residents are low- and moderate-income.

HUD's Economic Development Toolkit indicates that HUD will generally accept a grantee's determination of service areas as long as they are reasonable, and advises taking into account the nature of the activity, the location of the activity, accessibility issues, and the availability of comparable activities. In accordance with this guidance, we have estimated market areas for retail businesses located in New York City based on industry standards, the supply of retail in the city, and input from real estate professionals. The methodology used to establish these areas is described in this memo, and the results are summarized in Table 1, below.

¹ International Council of Shopping Centers (ICSC), <http://www.icsc.org/research/research-on-demand-videos/a-learning-series/creating-retail-trade-areas>

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These estimates of market area size can be used in combination with data on income obtained at the census tract level from the Bureau of the Census to determine, with respect to the LMI Area Benefit National Objective, whether 51 percent of the residents served by the business in question are of low- and moderate-income.

Table 1: Estimated Market Areas by Retail Type and Location

Type of Retail	Description	Market Area	
		Manhattan	All Other Boroughs
Neighborhood	A retailer whose primary market area is residents in the immediate neighborhood. (Examples: grocery stores and bodegas)	1/4-mile radius	3/4-mile radius
Community	A retailer that offers everyday goods such as food and toiletries, as well as personal services. In NYC, essentially the same as neighborhood retail. (Examples: drug store, dry cleaner, nail salon)	1/4-mile radius	3/4-mile radius
Specialty	A retailer that offers a unique item or service. (Examples: bicycle shop, jewelry store, fabric store)	3-mile radius	5-mile radius
Big Box	National retailer with a store size anywhere from 20,000 SF to 200,000 SF. (Examples: Target, Costco, Home Depot)	3-mile radius	5-mile radius

Source: NYCEDC analysis of data from the International Council of Shopping Centers (ICSC) and Urban Land Institute (ULI)

Methodology

The methodology for determining market sizes incorporates many of the considerations recommended by the HUD Economic Development toolkit, including the nature of the business's activity, the location of the activity, accessibility issues, and the availability of comparable business activities. Market area size and boundaries for retail establishments are determined by a variety of factors, including accessibility, physical barriers, transportation, and location of competing retail. Market areas differ based on the types and combinations of retail establishments in question. The more often customers visit a retailer and the more perishable the goods it offers, the smaller the retailer's market area is. In contrast, the wider the variety of a merchant's offerings, the more unique its merchandise, and the less perishable its goods, the greater its market area is.² Department stores and home appliance centers, for example, typically serve wider market areas than convenience stores or coffee shops. What is true of individual stores is also generally true of stores aggregated within shopping centers and malls. A regional shopping center anchored by two department stores typically serves a wider market area

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than a neighborhood strip center anchored by a grocery store. (Both may, however, house a coffee shop that serves visitors to the mall, in the first instance, or neighborhood residents, in the second.)

While the range of retail establishments and their combinations are vast, the International Council of Shopping Centers (ICSC) and Urban Land Institute (ULI) have developed industry-standard market areas for a variety of shopping centers types, summarized in Table 2 below.

Table 2: Industry-Standard Market Areas by Retail Type

Type of Shopping Center	Description	Market Area
Neighborhood	Sells convenience goods and provides personal services that meet the day-to-day living needs of the immediate area.	1- to 2-mile radius
Community	Also provides for daily necessities, but adds more apparel and specialty store space.	2- to 3-mile radius
Specialty	A retailer that offers a unique item or service.	3- to 5-mile radius
Big Box	National retailer with a store size anywhere from 20,000 SF to 200,000 SF.	5- to 10-mile radius

Sources: ICSC and ULI

These standards generally apply to suburban shopping centers that serve areas that, on average, are less densely populated than NYC. Suburban customers are more likely to employ automobile transportation than residents of NYC. People are more dispersed nationally, on average, than in NYC, and so too are businesses. Accordingly, these market-area standards cannot be applied directly to NYC. In NYC, stores can locate closer together than in the suburbs and still reach an adequate number of customers due to higher densities. Customers may be less willing to travel to visit a store due to reliance on public transportation. Indeed, ULI acknowledges that in denser areas, market areas can shrink by as much as 50 percent.

Moreover, NYC is comprised of five distinct boroughs, and the shopping experience varies by borough. The four boroughs other than Manhattan, while still comparatively dense and accessible to public transportation, can in some ways resemble suburbs with regard to shopping behavior and retail supply. Car ownership is more prevalent in some boroughs than others.

As a result, we elected to adapt the industry market area sizes in Table 1 for NYC. These NYC-specific adaptations of industry standards were developed with feedback and input from commercial real estate brokers who specialize in NYC retail. The estimated market areas shown in Table 1 are smaller than ICSC and ULI industry standards. Table 1 also provides separate market area estimates for Manhattan and the other four boroughs grouped together (Bronx, Brooklyn, Queens, and Staten Island).

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Whereas the classic suburban community center is larger than a neighborhood center and, according to ULI and the ICSC, serves a wider market area, these two types of centers share many types of stores. Both house convenience stores selling groceries, drugs, and personal services. Accordingly, when located on shopping streets within NYC, as opposed to combined within shopping centers of differing overall size, these two categories of retail are largely equivalent. Neighborhood retail describes stores whose primary market areas are residents in the immediate neighborhood, such as grocery stores. Community retailers sell everyday goods (e.g., drugs/medication, takeout food, and general merchandise) and provide personal services (e.g., dry cleaning, nail salon, and shoe repair). For Manhattan, we estimate the market area for these types of retail businesses to have a ¼-mile radius. This estimate is based on the supply of neighborhood/community retail in the city and receives additional confirmation from the NYC Food Retail Expansion to Support Health (FRESH) program (an initiative that offers zoning and financial incentives to promote the establishment and retention of neighborhood grocery stores in underserved communities) that defines a grocery store's market area as a ¼-mile radius. For all other boroughs, we have assumed the neighborhood and community retail market areas to have a ¾-mile radius, based on ULI's acknowledgement of smaller market areas for denser populations, cited above, along with the previously-mentioned input from NYC commercial real estate brokers.

Specialty retailers generally offer a unique item or services. Examples of this type of retailer would be a bicycle shop, a jewelry store, or a fabric store. In Manhattan, we estimate the market area for this type of retail to have a 3-mile radius. In all other boroughs, we estimate the market area to have a 5-mile radius.

Big-box stores in Manhattan typically do not follow the traditional format. Given space limitations, the high cost of structured parking, and the greater reliance on public transportation in NYC, big-box retailers usually are smaller in size; therefore, market areas tend to be smaller as well. As such, big-box retail in Manhattan is similar to specialty retail, and we have estimated its market area to have a 3-mile radius. We also reviewed the current supply of big-box retail in boroughs outside of Manhattan in order to estimate the market area in these boroughs. Based on the locations of various big box retailers outside Manhattan, we estimate this category to have a 5-mile radius.

To provide a further check on these market area estimates, NYCEDC obtained data from the Department of Small Business Services (SBS) on trade areas of businesses. This data is obtained by SBS in the course of conversations between SBS staff and business owners seeking assistance; it is collected on an ad-hoc basis and not always provided in a consistent format. Records may contain information on location, sector, subsector, and radius of blocks served. The latter figure, radius of market served in city blocks, is a rough measure of a business's market area. However, a majority of the relevant records are missing data—in particular, subsector descriptions. For this reason, the SBS data was employed only as a check on the methodology described above, rather than as a primary data source.

Within the limitations of the data, the NYCEDC Economic Research team designated business records as retail or non-retail. Examples of businesses designated as retail are restaurants,

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repair shops, beauty salons, dry cleaners, drug stores and clothing stores. NYCEDC designated just over 1,300 SBS records as retail. The records lacked sufficient information to assign businesses to a category of retail (i.e., neighborhood, community, specialty, or big box). The average radius of areas served by the entire universe of businesses designated as retail was 44.5 blocks. To convert blocks to miles, it is necessary to employ a conversion factor. Using an average block length of 507 feet, the average of 44.5 blocks equates to a radius of 4.3 miles.³ This estimate is consistent with the range cited in Table 1 for specialty and big-box store range of 3 to 5 miles. Thus the SBS data provides qualified support, within the limitations of the data, for the estimates provided in Table 1.

Once the area served by a retailer is calculated from its radius, the percentage of residents in a given service area that are low- and moderate-income can be determined by identifying all contiguous census tracts within that service area, calculating the total number of residents in those census tracts, calculating the total number of low- and moderate-income residents in those census tracts, and dividing the total number of low- and moderate-income residents by the total number of residents. Data on the percentage of low- and moderate-income residents in each census tract is based on the most recent available data from the US Department of Housing and Urban Development (HUD), based on 2000 census data and revised in 2007. This information will be updated with percentages based on the 2010 census data when released.

Examples

Table 3 provides an example of this methodology for Manhattan, and Table 4 provides an example for a borough outside of Manhattan, specifically Brooklyn. The attached maps provide a geographic representation of the Manhattan and Brooklyn service areas and associated service area census tracts.

Table 3: Example ¼-mile Business Service Area and Low/Moderate-Income Percentage

Borough	Census Tract	Total Residents	Low/Moderate-Income Residents	Low/Moderate Income Percentage
Manhattan	1020000	2,302	1,415	
Manhattan	1020702	1,990	1,369	
Manhattan	1020800	3,775	2,319	
Manhattan	1020901	3,521	2,973	
Manhattan	1020902	900	735	
Manhattan	1021301	4,043	3,297	
Manhattan	1021302	204	195	
Manhattan	1021701	1,386	999	

³ See Tauranac, John, *Manhattan Block by Block: A Street Atlas*, New York: Tauranac Maps, 2008, cited in "Knowing the Distance," *The New York Times*, 17 September 2006, <http://www.nytimes.com/2006/09/17/nyregion/thecity/17fyi.html>. According to the *Times* article, street or North-South blocks average 264 feet in Manhattan (20 blocks per mile), while avenue or East-West blocks average 750 feet in length. In turn, NYCEDC averaged these figures to arrive at an average feet-per-block conversion factor for the City of 507 feet.

MEMORANDUM

Manhattan	1021702	2,678	2,283	
Manhattan	1022000	4,915	3,310	
Manhattan	1022200	2,165	1,732	
Manhattan	1022400	6,029	5,059	
Manhattan	1022600	3,589	2,945	
Total:		37,497	28,631	76.36%

Table 4: Example ¼-mile Business Service Area and Low/Moderate-Income Percentage

MEMORANDUM

Borough	Census Tract	Total Residents	Low/Moderate Income Residents	Low/Moderate Income Percentage
Brooklyn	3030300	3,232	2,688	
Brooklyn	3035700	2,396	1,922	
Brooklyn	3035900	4,920	4,227	
Brooklyn	3036100	2,635	2,236	
Brooklyn	3036300	3,590	3,106	
Brooklyn	3036501	2,429	1,874	
Brooklyn	3036502	858	595	
Brooklyn	3088200	6,767	4,711	
Brooklyn	3088400	5,091	3,621	
Brooklyn	3088600	4,650	3,357	
Brooklyn	3088800	4,124	2,743	
Brooklyn	3089000	6,138	4,850	
Brooklyn	3089200	3,921	3,041	
Brooklyn	3089400	3,587	2,177	
Brooklyn	3089600	3,654	2,416	
Brooklyn	3089800	1,530	817	
Brooklyn	3090000	5,520	4,552	
Brooklyn	3090200	3,619	2,705	
Brooklyn	3090400	760	393	
Brooklyn	3090600	4,864	4,374	
Brooklyn	3090800	2,589	2,333	
Brooklyn	3091000	5,580	5,192	
Brooklyn	3091200	7,340	6,833	
Brooklyn	3091400	1,665	1,237	
Brooklyn	3091600	3,981	3,157	
Brooklyn	3091800	2,870	2,007	
Brooklyn	3092000	3,048	2,029	
Brooklyn	3092200	2,709	1,611	
Brooklyn	3092800	2,834	1,464	
Brooklyn	3093000	2,793	1,688	
Brooklyn	3109800	989	554	
Brooklyn	3113000	3,544	2,896	
Brooklyn	3113200	1,453	1,132	
Brooklyn	3113400	2,264	1,932	
Brooklyn	3113600	116	115	
Brooklyn	3113800	137	118	
Brooklyn	3115600	3,938	3,585	
	Total:	122,135	94,288	77.20%

APPENDIX 2: LMA TOOL

Appendix 2 – LMA Tool



1. Open the Access database, titled LMA_Calc_ "date created"

**If you get a security notice, click open*

2. The BBL (borough, block, lot) Entry form will load automatically. Please input the applicant's corresponding numbers, if available. In case the information is not available, click on the link next to BBL Help? to direct you to the NYC DOF website and enter the requested property address information.

Please fill out the Entry form with Parcel (BBL) corresponding numbers x-xxxx-xx (Borough-Block-Lot) Your Property Information page provided. No dash is used when Typing the numbers.

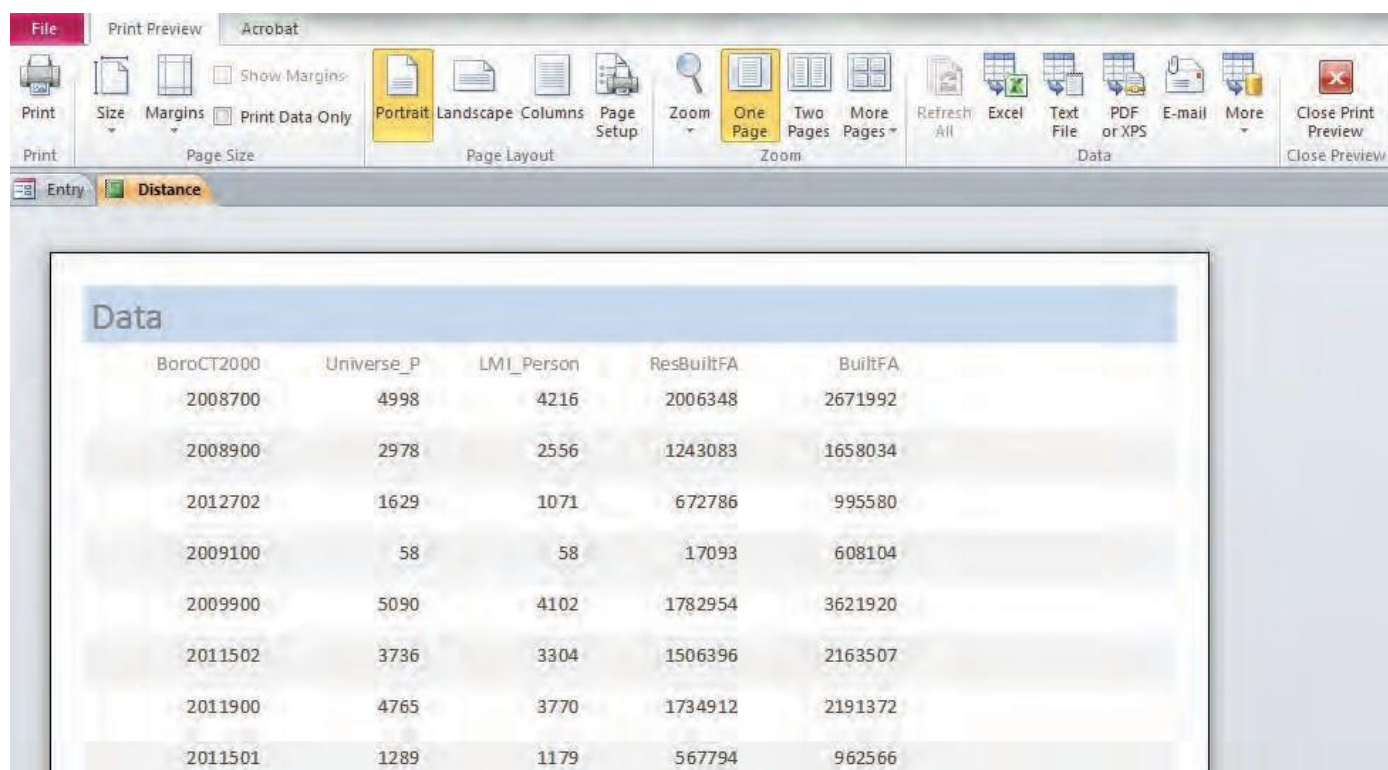
3. Select which category the business falls into and click on the bottom right buttons. The choices are Neighborhood/Convenience or Specialty/Big Box Stores.

4. The query will now run based on your criteria; you can expect this to run for a minute or two. Once the search is done, the database will output a report that will show the census tracts, Universe_P which is total population, LMI_Person - the population that falls into LMI (lower-moderate income), ResBuiltFA - the total residential floor area, and BuiltFA which is the total built floor area. At the bottom of the report the BBL is shown with the LMI percentage and residential percentage.

Data					
BoroCT2000	Universe_P	LMI_Person	ResBuiltFA	BuiltFA	
2008700	4998	4216	2006348	2671992	
2008900	2978	2556	1243083	1658034	
2012702	1629	1071	672786	995580	
2009100	58	58	17093	608104	
2009900	5090	4102	1782954	3621920	
2011502	3736	3304	1506396	2163507	
2011900	4765	3770	1734912	2191372	
2011501	1289	1179	567794	962566	

Borough	2	LMI %	82.5%
Block	37	Res %	64.1%
Lot	4		

5. Save a PDF copy of the report (File> Save&Publish> Save Object As > PDF or XPS > Save As).



6. To start a new report, you can close the print preview, right click on the “Distance” tab and close it. This will bring you back to the “Entry” form where you can input new BBL numbers to start another query.

APPENDIX 3: DUPLICATION OF BENEFITS – BPREP JUSTIFICATION

APPENDIX 3: Business PREP Duplication of Benefits

Business PREP provides resiliency assessments and equipment to Hurricane Sandy-impacted small business Beneficiaries at no cost to them. Business PREP was explicitly designed to “help small businesses better prepare for emergencies and enhance the resiliency of their operations, assets, and physical space” as described in the announcement of the Action Plan Amendments on December 19, 2014.

The one-on-one site visits for resiliency assessments and the post-assessment micro-grants for specific mitigation recommendations do not constitute capital repair, rebuilding, or replacement of Sandy-damaged or destroyed items that previously belonged to the Beneficiaries. Therefore, the usual standard categories of duplicative assistance could not possibly have been provided to Beneficiaries in a prior program. Insurance, SBA Disaster Loans, and private and charitable assistance, by definition, do not cover or provide assistance for operational resiliency recommendations or equipment that a business didn’t own prior to their qualifying event or lose as a result of that event.

For this reason, the process of checking, documenting, and verifying assistance provided to each Beneficiary when there is inherently no possibility that such assistance could be duplicative because of the Business PREP design would constitute an unnecessary and inappropriate use of CDBG-DR funding which is not needed to affirm the requirements set forth in the Stafford Act and HUD CDBG-DR rules as to no duplication.

While HUD’s November 16, 2011 Duplication of Benefits guidance¹ provides a recommended framework for assessing whether a Duplication of Benefits exists, it also states that “grantees have the discretion to develop other methods or procedures to evaluate and address the calculation of need and assessment of duplication of benefits. Grantees are required to establish a duplication of benefits policy that explains and describes all methods and procedures to prevent the duplication of benefits”. SBS will therefore use a policy that requires Beneficiaries to attest that the services and equipment they are receiving through Business PREP:

1. Was not previously owned;
2. Was not lost or damaged during Hurricane Sandy; and therefore
3. Was not previously insured and for which they are not receiving any financial or non-financial assistance outside of Business PREP.

¹ Federal Register Vol. 76, No. 221: Clarification of Duplication of Benefits Requirements Under the Stafford Act for Community Development Block Grant (CDBG) Disaster Recovery Grantees; <http://www.gpo.gov/fdsys/pkg/FR-2011-11-16/pdf/2011-29634.pdf>

APPENDIX 4: Business PREP Certification Letter



careers
businesses
neighborhoods

Business PREP Certification – Please Read and Sign Below

Business Name and Address: _____

I certify that the Business listed above experienced property loss, damage, and/or business interruption caused by Hurricane Sandy. Briefly describe the nature of the loss, damage and/or business interruption, including whether the business had to relocate:

I certify that the Business seeks to purchase new equipment that will be reimbursed by New York City Small Business Services ("SBS") Business Preparedness and Resiliency Program (the "Program"). I certify that the equipment subject to reimbursement under the Program was not previously owned by the Business, or lost or damaged during Hurricane Sandy. I certify that the Business did not receive any other financial or non-financial assistance for the equipment subject to reimbursement under the Program.

I understand that the Program is federally funded and that the Business must comply with all laws and rules applicable the Program, including City, State and Federal laws. This certification shall be deemed executed in the City and State of New York and shall be governed by and construed in accordance with the laws of the State of New York and the laws of the United States.

I am authorized to complete and submit this certification on behalf of the Business. I certify these statements are true and correct and that the Business has not misrepresented its eligibility for the Program. I understand that willful or fraudulent submission of a materially false statement in connection with this certification may result in the Business being ineligible for Program reimbursements and may subject the Business or person making the false statement to criminal charges.

By signing below, I understand and agree that I have told the truth in this Certification:

Signature of Business Owner or Authorized Representative

Title/Position

Print Full Name

Date

APPENDIX 5: GRANT AND SUBROGATION AGREEMENT

GRANT AND SUBROGATION AGREEMENT

TIDS GRANT AGREEMENT (the "Grant Agreement") made between **THE CITY OF NEW YORK** (the "City"), acting by and through the **NEW YORK CITY DEPARTMENT OF SMALL BUSINESS SERVICES ("SBS")**, having an office at 110 William Street, New York, New York 10038, and

Owner Name(s)

("Owner"; if more than one Owner, the word "Owner" shall be read as if written in the plural), the owner(s) of the business with the address:

Business Address

City, State, ZIP
(the "Business").

WHEREAS, in 2013, pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1974 (42 U.S.C. 5121 et seq.), the federal government appropriated funds for disaster assistance to the City; and

WHEREAS, the Department of Housing and Urban Development ("HUD") Community Development Block Grant Disaster Relief ("CDBG-DR") Program is distributing a portion of the appropriated funds subject to compliance with federal law; and

WHEREAS, in order to aid business owners impacted by Hurricane Sandy with CDBG-DR funds, the City established the Business Preparation and Resiliency Program (the "Program" or "BusinessPREP"), to help small businesses better prepare for emergencies and enhance the resiliency of their operations, assets, and physical space; and

WHEREAS, the Business was in an inundated area during Hurricane Sandy or lost power as a result of Hurricane Sandy; and is currently located in the Hurricane Sandy inundation or power outage zone (collectively, the "Eligibility Requirements"); and

WHEREAS, the Owner applied for benefits of the Program to reimburse Owner for eligible expenses incurred by the Business for eligible resiliency equipment and, in the Program application, provided information about funds received from other sources (e.g., insurance proceeds) and other information that the City relied on in awarding a grant and aid to the Business; and

NOW, THEREFORE, in consideration of the mutual promises contained herein, the City and the Owner (together, "the Parties") hereby enter into this Grant Agreement, and agree as follows:

1. Definitions.

- (a) "*Closing*" shall mean the closeout of the Grant in which SBS determines that all applicable administrative and program requirements of the applicable Grant Agreement between SBS and the Business have been completed.
- (b) "*Resiliency Report*" shall mean the written resiliency assessment that the Owner receives under this Program. SBS will organize a site visit with the Owner to review the businesses current operations, assets, and risk exposure. Then SBS will compile a resiliency report that documents the Owner's need and provides risk mitigation recommendations to improve operational and physical resiliency.

2. Term. This Grant Agreement begins upon the first date signed by the Owner and ends one year from Closing, unless terminated sooner by the City or Owner as provided below.

3. Grant Amount. The City shall pay \$ _____ ("Grant Amount") to the Owner in reimbursement for eligible resiliency equipment purchased to enhance their Business operations, assets, or physical space. In accordance with the Resiliency Report, the City may make additional payments in the future to the Owner for such work ("Future Grant Funds"), and acceptance by the Owner of any such funds shall constitute consent to have such funds governed by the terms of this Grant Agreement. The total sum of the Grant Amount and any Future Grant Funds (together, the "Final Grant Amount") shall not exceed \$3,000.

4. Owner Certifications. The Owner certifies the following:

- (a) The Owner provided complete, true and accurate information on Program documents and to Program staff, including complete information regarding other disaster assistance; funds received for the Business, and has not misrepresented Owner's eligibility for the Program;
- (b) The Business was located in an inundated area during Hurricane Sandy or lost power as a result of Hurricane Sandy; and is currently located in the Hurricane Sandy inundation or power outage zone
- (c) The Owner is a United States citizen or qualified alien and is not prohibited from receiving federal public benefits under the Personal Responsibility and Work Opportunity Reconciliation Act ("PRWORA") of 1996;
- (d) The Business is a small business as defined by the U.S. Small Business Administration at 13 CFR Part 121;
- (e) The Business certifies that neither it nor its principals is debarred, suspended, otherwise excluded from or ineligible for participation in Federal assistance programs; The Owner (including an undersigned representative of the Owner, if any) has full power, authority, and legal right to execute this Grant Agreement;
- (f) There has been no material change in the financial condition, assets or business prospects of the Business including any change in the ownership or management of the Business since the date of the Business' application for the Grant except to the extent disclosed to the City in writing prior to the date hereof;
- (g) The Business has a federal employer identification number and all insurance, licenses, permits, and other approvals necessary to operate the business;
- (h) The Business is not a party to any agreement, or subject to any restriction, which materially and adversely affects its business, assets or financial condition;
- (i) No litigation in any court, arbitration proceeding or proceeding before any commission or other administrative authority is now pending or threatened against the Business;
- (j) The Business has filed all tax and similar returns and has paid or provided for the payment of all taxes and assessments now due; and

(k) In connection with the business premises and/or facilities used by the Business to conduct business operations (collectively, the "Business Premises"):

1. At the time the Business submitted the application for the Grant, the Business Premises was in compliance with all environmental laws and regulations pertaining to the environment;
11. The Business has and will continue to comply with all environmental laws and regulations relating to the environment, except as disclosed in connection with any environmental investigation of the Business Premises undertaken in connection with the Grant, and the Business has no knowledge of any environmental contamination or other violation of environmental laws or regulations at the Business Premises; and
- m. The Business will promptly notify SBS if it knows, suspects or believes there may be any environmental contamination at, adjacent to or near the Business Premises or if any such property becomes the subject of any investigation or enforcement action by any governmental agency in connection with actual or suspected environmental contamination.

5. Owner Requirements. The Owner acknowledges that the City is paying the Grant Amount and any Future Grant Funds subject to the following requirements, which must be met during the Term of the Agreement:

- (a) The Owner shall use the funds in accordance with Exhibit A;
- (b) The Owner shall use and maintain the resiliency equipment only at the Business location;
- (c) If the Business ceases operations within one (1) year of Closing, the Business shall return all funds or the equipment purchased to SBS;
- (d) The Business will keep proper books, records, and accounts in accordance with generally accepted accounting principles consistently applied and in a manner reasonably satisfactory to SBS;
- (e) The Business will not change the ownership structure or interests of the business of the Business without notifying SBS;
- (f) The Business will not dispose of or destroy any equipment purchased with the proceeds of a grant without advance notice to the SBS, except in the ordinary course of business;
- (g) The Business hereby authorizes the HUD and/or the City of New York to publish details of the Grant. Such information may include: name of the company; address; amount of the grant; and use of grant proceeds;
- (h) The Owner will comply with requests from HUD, SBS, and their authorized representatives to provide access to examine all facilities, records, books, papers, or documents related to the Grant and to fully cooperate in supplying all information required to meet CDBG monitoring, reporting, and audit requirements; and
- (i) The Business acknowledges that the distribution of such funds (CDBG-DR) is subject to all CDBG requirements pursuant to the program regulations set forth under Title 24 CFR Part 570, including subpart K. The Business will comply with all Community Development Block Grant regulations contained in 24 CFR, Part 570, Subpart I and published Federal Regulations related to CDBG-DR.

6. Default.

- (a) The Owner will be in default of this Grant Agreement if it is determined, at any time, that the Owner made a false certification in Paragraph 4, above; or if the Owner fails to comply with the requirements in Paragraph 5 above during the Term of the Agreement. Before SBS may exercise the right to declare the Owner in default, SBS shall give the Owner an opportunity to be heard upon not less than five calendar days written notice that sets forth the grounds for declaring a default. SBS's decision shall be binding.

(b) The City shall have the right to declare the Owner in default if the Owner or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities are indicted or convicted after execution of the Grant Agreement under any state or federal law of any of the following:

- (i) criminal offense incident to obtaining or attempting to obtain or performing a public or private contract;
- (ii) fraud, embezzlement, theft, bribery, forgery, falsification, or destruction of records, or receiving stolen property;
- (iii) a criminal violation of any state or federal antitrust law;
- (iv) violation of the Racketeer Influence and Corrupt Organization Act, 18 U.S.C. § 1961 et seq., or the Mail Fraud Act, 18 U.S.C. § 1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;
- (v) conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any statute described in subparagraph (d) above; or
 - a. an offense indicating a lack of business integrity that seriously and directly affects responsibility as a New York City Business.

(c) Upon declaring a default, at its discretion, SBS may take any or all of the following actions:

- (i) demand reimbursement for all or a portion of the Final Grant Amount;
- (ii) require reimbursement for reasonable attorney's fees and/or collection costs;
- (iii) waive, forgive, and/or provide an opportunity to cure the default; and/or
- (iv) sue Owner for damages or injunctive or equitable relief.

7. Changes. Changes may be made to this Grant Agreement only by an amendment in writing signed by an authorized representative of SBS and the Owner.

8. Non-Waiver by the City. No waiver of any breach or default shall constitute or be construed as a waiver by the City of any subsequent breach or default or of any breach or default of any other provision.

9. Expiration. Except as otherwise provided, upon the expiration of the Term, this Grant Agreement shall become null and void and of no further force and effect and SBS shall execute and deliver to Owner any document in recordable form requested by Owner to reflect the expiration of this Grant Agreement, without prejudice to City's rights to enforce this Agreement with respect to any defaults or violations which occurred prior to the expiration of the Term.

10. Choice of Law and Venue. This Grant Agreement shall be governed by and construed in accordance with the laws of the State of New York and the laws of the United States, where applicable. The Owner agrees that any and all claims asserted by or against the City and its agents arising under or relating to this Grant Agreement shall be solely heard and determined either in the courts of the United States located in the City or in the courts of the State located in the City and County of New York.

11. Reductions in Federal, State and/or City Funding.

- (a) This Agreement is funded in whole or in part by funds secured from the federal, State and/or City governments. Should there be a reduction or discontinuance of such funds by action of the federal, State and/or City governments, the City shall have, in its sole discretion, the right to terminate this Agreement in whole or in part, or to reduce the funding of this Agreement caused by such action by the federal, State and/or City governments in the total amount granted under this Agreement.
- (b) In the case of the reduction option referred to in subparagraph (a), above, any such reduction shall be effective as of the date set forth in a written notice thereof to the Owner, which shall be not less than thirty (30) days from the date of such notice.
- (c) The City shall not incur or pay any further obligation pursuant to this Agreement beyond the termination date set by the City in its Notice of Reduction. The City shall pay for eligible expenses provided in accordance with this Agreement prior to the termination date.

12. Subrogation and Assignment.

(a) Assignment Relating to Funds Received under BusinessPrep Program.

- (i) In consideration of Owner's receipt of program benefits and/or the commitment by City to provide benefits to the Owner under the Program,
 - (ii) Owner hereby assigns to the City all of Owner's rights to future payments and all payments previously received under any policy of casualty or property damage insurance (the "Policies"), and/or any and all compensation by virtue of any settlement, offer, or judgment against a third-party tortfeasor for the same equipment that was provided for through the Program and/or under any reimbursement or relief program related to or administered by the Federal Emergency Management Agency ("FEMA") or the Small Business Administration ("SBA") (including any SBA Disaster Loan real estate amount for which the Owner has been determined by SBA to be eligible, but which has not been disbursed), and/or under any reimbursement or relief program administered by any other organization (singularly, a "Disaster Program" and collectively, the "Disaster Programs") that are the basis of the Owner's award to be paid to or on behalf of the Owner under the Program using CDBG-DR funds (the "Award") and that are determined in the sole discretion of the City to be a duplication of benefits ("DOB") as provided in this Agreement.
 - (iii) The proceeds or payments referred to in the preceding subparagraph, whether they are from insurance, FEMA or the SBA, or any other source, shall be referred to herein as "Proceeds," and any Proceeds that are a DOB shall be referred to herein as "DOB Proceeds." Owner agrees to promptly notify the City of the existence and the status of any claim or application for Proceeds. Upon receiving any Proceeds not previously disclosed to the City, Owner agrees to immediately notify the City of such additional amounts, and the City will determine in its sole discretion if such additional amounts constitute a DOB. If some or all of the Proceeds are determined to be a DOB, the portion that is a DOB shall be paid to the City, to be retained and/or disbursed as provided in this Agreement.
 - (iv) If requested by the City, Owner agrees to execute and deliver all documents necessary to secure the assignments referred to herein, and take such other action as reasonably necessary to further the purpose of this Paragraph 12.
- (b) Authorization for City to Contact Third Parties.** Owner explicitly allows the City to request of any company or entity with which the Owner held Policies, or FEMA, or the SBA, or any other entity from which Owner has applied for or is receiving Proceeds, any non-public or confidential information determined to be reasonably

necessary by the City to monitor and/or enforce its interest in the rights assigned to it under this Agreement and gives Owner's consent to such company or entity to release said information to the City.

(c) Agreement to Turn over Proceeds; Future Reassignment.

- (i) If Owner (or any lender to which DOB Proceeds are payable, to the extent permitted by superior loan documents) has received or hereafter receives any DOB Proceeds, Owner agrees to promptly pay such amounts to the City, if Owner received an Award under the Program in an amount greater than the amount Owner would have received if such DOB Proceeds had been considered in determining Owner's award.
- (ii) In the event that the Owner received, receives or is scheduled to receive any Proceeds not previously disclosed to the City ("Subsequent Proceeds"), Owner shall notify the City of such Subsequent Proceeds, and the City will determine the amount, if any, of such Subsequent Proceeds that are DOB Proceeds ("Subsequent DOB Proceeds"). Subsequent DOB Proceeds shall be disbursed as follows:
 - (a) If the Award has been fully expended by the City, any Subsequent DOB Proceeds shall be paid by Owner to the City up to the amount of the Award.
 - (b) If no portion of the Award has been expended by the City, any Subsequent DOB Proceeds shall be used to reduce the Award. If the application of the Subsequent DOB Proceeds would reduce the Award to zero, all Subsequent DOB Proceeds and any funds previously paid by the Owner to the City shall be returned to the Owner, and this Agreement shall terminate.
 - (c) If some portion of the Award has been expended by the City, any Subsequent DOB Proceeds shall be used, retained and/or disbursed in the following order:
 - (1) Subsequent DOB Proceeds shall first be paid by Owner to the City to reduce the unexpended portion of the Award;
 - (2) if the application of the Subsequent DOB Proceeds would reduce the unexpended Award to zero, any remaining Subsequent DOB Proceeds shall be applied to expended portion of the Award and retained by the City;
 - (3) if the application of the Subsequent DOB Proceeds reduces both the unexpended and the expended portions of the Award to zero, any remaining Subsequent DOB Proceeds shall be returned to the Owner, and this Agreement shall terminate.
 - (d) If the City makes the determination that the Owner does not qualify to participate in the Program or the Owner determines not to participate in the Program, the Subsequent DOB Proceeds and any funds previously paid by the Owner to the City that have not been used or obligated by the Program shall be returned to the Owner, and this Agreement shall terminate.
- (iii) Once the City has recovered an amount equal to the Award, the City will reassign to Owner any rights assigned to the City pursuant to this Agreement.

13. False or Misleading Statements.

- (a) NOTICE: Owner is hereby notified that intentionally or knowingly making a materially false or misleading written statement relating to the Program could result in ineligibility for benefits, action to recover any Program benefits paid to or on behalf of Owner, and/or a referral to criminal law enforcement.
- (b) Owner represents that all statements and representations made by Owner regarding Proceeds received by Owner have been and shall be true and correct.
- (c) Owner hereby represents that he/she has received, read, and understands this notice of penalties for making a materially false or misleading written statement to obtain Program benefits.

(d) In any proceeding to enforce this Agreement, the City shall be entitled to recover all costs of enforcement, including actual attorney's fees.

14. Discrimination. The Business will not discriminate against any person or business for employment based on race, color, religion, national origin, disability or family status. Business shall comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq) and CFR HUD regulations issued pursuant thereto contained in 24 CFR Part 1. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1965 (42 USC 6101 et seq) or with respect to any otherwise qualified handicapped individual as provided in Section 504 of the Vocational Rehabilitation Act of 1963 (29 USC Section 794) shall also apply to any such program activity. The Business shall also comply with Section 109, Title I of the Housing and Community Development Act of 1974, as amended.

15. Compliance with Laws. The Business shall comply with all applicable provisions of Federal, State and Local Laws, rules and regulations as are in effect during the Term and applicable to the Business in connection with this Agreement.

16. Entire Agreement. This Agreement supersedes all prior agreements between the parties with respect to its subject matter and constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter.

We, the undersigned Parties, hereby accept all above terms and conditions.

OWNER

(Additional OWNER)

Print Name

Print Name

Signature

Date

Signature

Date

(Additional OWNER)

(Additional OWNER)

Print Name

Print Name


Signature

Date

Signature

Date

THE CITY OF NEW YORK,
acting by and through its
New York City Department of Small Business Services

APPROVED AS TO FORM
CERTIFIED AS TO LEGAL AUTHORITY

ACTING CORPORATION COUNSEL


OCT 19 2016

Date:

[illegible]

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.

Notary Public

[illegible]

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.

Notary Public

[illegible]

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 acknowledge 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.

Notary Public

Exhibit A

Attachment
Resiliency Report

APPENDIX 6: GRANT DECLINATION FORM

GRANT AND SUBROGATION AGREEMENT

DECLINATION FORM

Application Number: _____

Owner(s) Name: _____

Business Name: _____

Business Address: _____

You have indicated that you wish to decline the BusinessPREP grant funds to purchase recommended resiliency equipment for your business.

Please indicate the reason for declination of the grant:

- ☐ The business no longer needs disaster recovery assistance.
- ☐ I do not think that BusinessPREP will provide the type of assistance that my business needs.
- ☐ The amount of available grant funding is insufficient.
- ☐ I do not want to sign the paperwork necessary to receive assistance.
- ☐ I no longer own the business.
- ☐ Other: _____

In order to formally decline the grant funds, an authorized representative of the business must sign below.

*The above referenced business declines the BusinessPREP grant funds. **The business will not be eligible to receive any assistance from BusinessPREP upon declination.***

Authorized Representative (Print Name)

Authorized Representative Signature

Date

APPENDIX 7: HANDOVER DOCUMENTS CHECKLIST

APPENDIX 7: DOCUMENT HANDOVER LIST & FILE CHECKLIST

In order to receive payment for a completed Assessment, the Consultant must provide the Business's complete application/eligibility files, a copy of the resiliency report and associated documents, documentation pertaining to HUD National Objective classification, any relevant Notes to File, and the File Checklist .

Handover documents include:

- 1) Copy of Application Form (Email or PDF copy)
- 2) NYS DOS filing, state filing certificate or org docs, if applicable
 - For-profit business operating in NYC
 - Registered address at time of the storm and present address
- 3) Sandy Impact Verification:
 - Associated map showing location in Sandy inundation and power outage zone
- 4) SBA Defined Verification
 - Infogroup (REFGOV USA) profile of applicant in PDF
 - If needed, most recent annual tax return and employment schedule
- 5) Copy of Debarment Check
- 6) Note to File Small Business Determination
- 7) LMA tool and other documents related to HUD National Objectives
- 8) Program participation agreements and signed forms, if applicable
 - Sandy Impact and Duplication of Benefits Certification Letter
 - Grant and Subrogation agreement
 - Grant declination form, if applicable
- 9) Resiliency Report
- 10) Grant appendix to resiliency report
 - List of resiliency recommendations eligible for grant to demonstrate need and cost reasonableness

FILE CHECKLIST

Business: [BUSINESS NAME]

Sheet last updated: [DATE]

General naming convention: documents should be short and clearly abbreviated. Bestbuy_ invoice, or Assessm_report are good examples. "Spaces" or punctuation marks are to be avoided. This coversheet should be saved in the general business folder, outside of folders A-E.

FOLDER A: Program Eligibility

Current

- ☐ Copy of email or paper application, debarment check (SAM search), NYS DOS filing, flood and/or power outage associated map
- ☐ Financial/tax documents/records (if applicable)
- ☐ Note to file: Small Business Determination
- ☐ Copy of email noting ineligibility (if applicable).

Appeal, if applicable

- ☐ Copy of Appeal Request
- ☐ Supporting documents
- ☐ SBS appeal memo.

If an appeal is approved, supporting documentation will be in the Appeal Folder.

- Add comments if necessary

FOLDER B: Assessment Report and Legal Documents

Assessment Report

- ☐ Resiliency Report

Legal Documents

- ☐ Impact & Duplication of Benefits Certification Letter
- ☐ Grant Declination form

- Add comments if necessary

FOLDER C: National Objectives

- ☐ LMI, Microenterprise, Urgent Need related documents, including LMI tool report;
- ☐ LMI service area map, applicable for LMI
- ☐ Most recent personal & business tax returns (Federal, New York State and City income tax returns, applicable for Microenterprise;
- ☐ Employer's federal tax return (i.e. Federal Form 941, NYS-945) or Payroll Statements (e.g. Paychex, ADP, etc.), applicable for Microenterprise

National Objective Determination:	
National Objective:	<input type="checkbox"/> LMI <input type="checkbox"/> Microenterprise <input type="checkbox"/> Urgent Need
%LMI and %Residential:	
Rationale:	

FILE CHECKLIST

Business: [BUSINESS NAME]

Sheet last updated: [DATE]

General naming convention: documents should be short and clearly abbreviated. Bestbuy_ invoice, or Assessm_report are good examples. "Spaces" or punctuation marks are to be avoided. This coversheet should be saved in the general business folder, outside of folders A-E.

If business was a HSBLG applicant, 2012/2013 tax documentation is acceptable.

- *Add comments if necessary*

FOLDER D: Grant and Reimbursement Documents (FOR SBS USE)

Grant [Folder], if applicable:

- ☐ Executed grant agreement
- ☐ Moveable equipment paid invoices/receipts, proof of payment
- ☐ BPREP authorization memo to A/P
- ☐ Vendor search report and documentation proving that tax liens, civil judgements and/or litigations have been addressed
- ☐ Other documentation, if applicable

- *Add comments if necessary*

FOLDER E: Notes to File & QA Review

Provide a brief summary of the most important notes in this file. OMB/Quality Assurance reviews, if applicable.

- *Add comments if necessary*

APPENDIX 8: ORACLE ON DEMAND FOR BPREP

Appendix 8

USING ORACLE ON DEMAND FOR BUSINESS PREP

This Appendix will outline the basic steps to entering and tracking BPREP Accounts in the Oracle on Demand CRM system (CRM) which are also reflected in the *CRM Process* table on page 8.

STEP 1: Create a New Account or Update Existing Account

When Consultant reaches out to a business about Business PREP, a *qualifying lead* should be created in CRM. Once an Application Form (online or paper) is received, the status of the lead created in CRM should be changed to be *qualified/warm rating*.

The first step to creating the lead is for the Consultant to see if there is an existing business account in CRM or create a new one if it does not already exist.

- a) Log in to Oracle on Demand using provided login name and password
- b) From the Home Screen, search to see if the Account (the business legal name or dba) already exists in the system. Use the search feature on the left of the screen to search by **Business Name** or **Contacts**, the later allowing you to search by business owner's first and last names. Use wild cards (*) if you are unsure of the name or spelling. Using the asterisk at the beginning, middle, and end of the search term tells the computer that you might not know if there are extra spaces, punctuation, or articles.

➤ **If the Account already exists** in CRM, go to Account Detail to make sure all information is up to date and to add any new information from the Application Form.

Click on the EDIT button in order to make changes/additions to the Account.

NOTE: When filling out the “*Lead Acquisition*” section; use the information provided in the Application—i.e., Newspaper/Magazine, NYC Business Solutions Center, etc.

Click SAVE when you are finished.

➤ **If the Account DOES NOT already exist**, you will need to create it. CRM will require you to run a search to make sure the Account does not already exist before you can create a new one.

- 1) To run the search, click on the Account Button from the Accounts home page, look on the left hand side where it says Account List. Click on the button that says “New”. A search page will come up.

- 2) From the dropdown menu in the “Record Set” box, select “All the records I can see” Enter in as much information as you can in the green search fields.
- 3) At the bottom of the page, click “run”. If you find the Account, go to Account Detail to make sure all information is up to date and add any new information from the BPREP Application Form.

Click on the EDIT button in order to make changes/additions to the Account.
Save when you are finished.

When you have run the search and exhausted all the key words related to that specific account without finding an existing account, you can **create a new Account** and enter all the data from the Application form.

- 1) **To create a new Account**, click on “New Account” from the Account List page.



- 2) Fill in the required information for the business (fields in red) and any additional information you have from the application.

IMPORTANT: Scroll down to “SBS Specific Indicators” and enter the Campaign Name: CDBG_BPREP_10_16. This will link each Account to the BPREP program and make it possible to track our pipeline.

Click SAVE when you are finished.

STEP 2: Create a CONTACT for a New Account

From the account detail page, scroll down to the Contacts section and click on “New”.



Fill in all the required information for the business owner and save.

STEP 3: Create a BPREP Lead

Once the Account and Contact have been updated or created and linked to the BPREP Campaign, you can create a Lead for the Account.

- 1) Open up the Contact to the detail page.
 - 2) Scroll down to Leads section and click on the 'New' button.
 - 3) The new Lead page will be pre-populated with information from the contact and account page. Fill in whatever additional information is required, including "Campaign" field.
- **IMPORTANT:** The LEAD type for BPREP is "Rapid Onsite Assessment", and the Service Subtype: "BPREP". For **lead rating** field, please refer to the breakdown included on *CRM Process* table, Outreach/Application Intake stage, on page 10.
 - **REMINDER:** You must make sure to fill in the CAMPAIGN field with CDBG_BPREP_10_16. This field can be easy to miss since it is not in RED.

The screenshot shows a web form titled "Lead Assignment & Status Information". It contains several input fields and dropdown menus. The "Lead Type" dropdown is set to "Rapid Onsite Assessment" and the "Service Subtype" dropdown is set to "BPREP". The "Lead Status" dropdown is set to "Qualifying". There are also fields for "Lead Assigned/Referred To", "Send Referral to the following Center", "Rating", "Associated Service Request", "Qualified Date", "Reason for Archiving", "Next Contact Date", "Reject Code", and "Reject Reason". A "Creation and Modification History" section is visible at the bottom of the form.

NOTES: If you create a lead from the Contact page, the new Lead will populate with information from both the Contact & its associated Account. Although you can also create a Lead from the Account page, the new Lead will only pull information from the Account page. **Therefore it is preferred to create the Lead from the Contact detail page.**

All newly created Leads will show status as "Qualifying." The Consultant will change lead status to "Qualified" and select *warm* rating for businesses which submitted an online application. Changing the lead type is possible once the *Lead Assigned/Referred To* fields are populated. When Consultant considers the applicant eligible, he/she will update the lead rating to *hot*.

Step 3: Eligibility Check and Lead Conversion

Each business that applies to the BPREP Assessment and Grant Program must undergo an eligibility check. (Detailed procedure to conduct the eligibility check is outlined on pages 13-15 of the *Business Preparedness and Resiliency Program Policies and Procedures: Resiliency Assessments and Grants.*)

Eligible Leads:

If the Consultant determines the business is eligible he/she will:

- 1) Change the Lead rating to “Hot.”
- 2) From the Lead details screen, Consultant will scroll down to the “Open Activities” section and click on the “New Task” button. Consultant will enter a new task with details as follows:

Subject: “AECOM Eligibility Check Complete – for SBS Approval”
 Type: Document Verification
 Status: In Progress
 Owner: Lara Birnback or other designated SBS representative
 Delegated by: Name of Consultant
 Due Date: 3 business days following date task is created
 Description: Business is Eligible

- 3) “Save” task and it will be assigned to the SBS representative for review.

Ineligible Leads:

If the Consultant determines the business is not eligible, he/she will:

1. From the Lead details screen, Consultant will scroll down to the “Open Activities” section and click on the “New Task” button. Consultant will enter a new task with details as follows:

Subject: “AECOM Eligibility Check Complete – for SBS Review”
Type: Document Verification
Status: In Progress
Owner: Lara Birnback or other designated SBS representative
Delegated by: Name of Consultant
Due Date: 3 business days following date task is created
Description: Business is Not Eligible (including reason(s) for ineligibility.
2. Consultant will “Save” task and it will be assigned to the SBS representative for review.
3. SBS will review and confirm business status as eligible or ineligible. In the case of an ineligible business, SBS will (i) mark the “AECOM Eligibility Check Complete – for SBS Approval” task status as completed, (ii) change Lead status to **Rejected** and (iii) notify business by email.

In the case of an appeal:

SBS will process the appeal and notify business owner of the decision (eligible or ineligible) within five (5) business days of receiving all necessary supporting documentation.

If an Applicant is determined to be eligible after the appeal is processed, SBS will create a “New Task” for AECOM as follows:

- Subject: “SBS confirms Eligibility – AECOM create Service Request”
Type: Document Verification
Status: Complete
Owner: AECOM representative
Delegated by: SBS representative
Due Date: 3 business days following date task is created
Description: Business is eligible after appeal and documents received--ready for scheduling.
4. Consultant will change the previously Rejected lead to “**Qualified**”/*hot rating* and will convert the Lead and open a Service Request as described in Step 4 below.

Leads Requiring Additional Documentation:

If additional documents are required to determine eligibility, the Consultant will:

- 1) Contact the business owner via email (and copy SBS) and request the additional documentation. The type of documentation will vary depending on the reason business cannot be determined to be eligible. Consultant will mark the lead as “Archived” in the CRM system while awaiting further documentation.
- 2) After the business provides additional documentation and is determined to be eligible Consultant will change the previously “**Archived**” lead to “**Qualified**”/hot rating and will continue with the steps outlined below.

SBS Eligibility Confirmation:

Once SBS has confirmed that the business applicant is eligible, SBS will (i) mark the “AECOM Eligibility Check Complete – for SBS Approval” task as completed, and (ii) use the “New Task” button in the Open Activities section of the Lead Detail to assign the business back to the Consultant with details as follows:

Subject: “SBS Confirms Eligibility– for AECOM to collect Affidavit.”

Type: Document Verification

Status: In Progress

Owner: AECOM representative

Due Date: 2 business days following date task is created

Description: Business ready to email with Affidavit.

SBS will “Save” task and it will be assigned to the Consultant representative to email business owner, inform them of eligibility, and requirement to return notarized Affidavit within ten (10) business days.

Once the Consultant has sent the email to the business owner, the task “SBS Confirms Eligibility – for AECOM to collect Affidavit” can be marked as complete.

NOTE: If proof of notarized Affidavit has not been received within ten (10) business days, Consultant will send 1st reminder email/phone call to tell business owner that they must return the Affidavit within the next five (5) business days or risk having their application put on hold. If Affidavit still not received five business (5) days later, Consultant will email/call business owner and let them know their Application is being put on hold pending receipt of Affidavit.

Step 4: Converting the Lead and Creating Service Requests

Once the Affidavit is received, the next step is to Convert the Lead and create a Service Request. Only Converted Leads will have an associated service request; non-converted leads (i.e. Qualifying, Archived, or Rejected leads) should not have an open service request.

1) Convert Lead and Create Rapid Onsite Assessment Service Request:

From the Lead Detail page, click the “Convert” button at the top of the page. From the Convert Lead screen select “Auto Create New Service Request”. The Service Request Type is “Rapid Onsite Assessment”, and the “Subtype is BPREP”. The Service Request Status at this stage is “Open”. Please ensure that all the fields highlighted in the below screenshot are filled in and link the service request to the Contact, Account and Campaign.

Note: Subject naming convention - it should be short and clearly abbreviated. *BusinessName_BPREP_assessm* is a good example.

Service Request Detail: Harbor_Light_Onsite_Assessment | Back to Account Detail

Service Request Information:

SR Number: ACMA-AZG36R	Service Status: Open
Service List: NYC Business Solutions - BSC	Method of Contact: Email:Direct
Service Request Type: Rapid Onsite Assessment	Acquisition Source: SBS
Subtype: BPREP	Source Name: NYC Business Solutions Program
Subject: Harbor_Light_Onsite_Assessment	Other Source Name:
Business Name (DBA): Harbor Light Pub Inc.	Priority:
Opened Date: 10/25/2016	Referred out for service?:
Modified Date: 10/25/2016 01:30 PM	Organization referred to for additional assistance:
Closed Date:	Success Story: <input type="checkbox"/>

Status Descriptions for Service Requests:

Open

At this stage, Consultant is working on scheduling or has scheduled a site visit.

Pending

Refers to Consultant working on the resiliency report or unresponsive businesses to efforts made in scheduling an initial/return visit.

Closed/Won and Closed/Lost

SBS will change the status to “Closed/Won” in CRM only after it reviews and approves complete package of documents as outlined in Handover Documents Appendix. If a business decides to withdraw before the assessment process is finalized, then it will be marked as Closed/Lost in CRM.

2) Contact Business to Schedule Visit 1

After the Service Request has been created, Consultant will email business applicant to notify them that all documents have been received, and will follow up with a phone call to schedule the business for the first assessment visit.

The notification email and all subsequent communications with the business owner will be logged using the “Log a Call” feature of the “Completed Activities” section.

Assessment visit 1:

When an appointment for the initial assessment visit has been scheduled, Consultant will enter the information using the “New Appt” button in the “Open Activities” section of the Service Request detail page and Save when finished.

Details as follows:

Subject: “Assessment Visit 1 – Risk Assessment”

Type: Meeting

Status: Planned

Owner: AECOM representative

Start Time: Date/Time of Appointment

End Time: Date/Time of Appointment

Description: Business scheduled for risk assessment.

NOTE: Once the assessment visit has been completed, Consultant will change appointment status to “Completed” and note this in the Description. The Service Request status should be changed to “Pending”.

3) Contact Business to Schedule Visit 2

Assessment visit 2:

Consultant will produce the resiliency following the assessment. When an appointment for the report delivery visit has been scheduled, Consultant will enter the information using the “New Appt” button in the “Open Activities” section of the Service Request detail page and Save when finished. Details as follows:

Subject: “Assessment Visit 2 – Report Delivery”

Type: Meeting

Status: Planned

Owner: AECOM representative

Start Time: Date/Time of Appointment

End Time: Date/Time of Appointment

Description: Report produced. Business scheduled for report delivery.

Once the assessment visit has been completed, Consultant will change appointment status to “Completed” and note this in the Description.

4) Document/File Handover

After the resiliency report has been delivered and handover documents uploaded to the FTP site for SBS review, Consultant will use “New Task” button in the “Open Activities” section. The “New Task” will confirm document handover to SBS for review and include the following details.

Subject: "Handover documents uploaded – SBS to review"
Type: Document Verification
Status: Submitted
Owner: SBS representative
Due Date: ten (10) business days following date task is created
Description: Handover documents submitted.

Once SBS has reviewed and approved the handover documents, SBS will mark task as completed.

5) Financing Assistance, BPREP Microgrant Service Request will be created by SBS once the staff has the Beneficiary's confirmation on his/her interest in accessing the Program's grant of up to \$3,000 in moveable equipment items and receives the Grant and Subrogation Agreement. All the fields marked in red will be populated, except for *Credit Estimate, Meets AMI/LMI Income Eligibility and Loan Readiness*. The service request should be linked to Contact, Account and Campaign.

In case the applicant signed the Grant and Subrogation Agreement Declination Form, there will be no such service request associated to the account.

Service Request Status

- **Intake and Assessment Status**

In this stage, the interested Applicant has already received the Grant and Subrogation Agreement to be signed and notarized. The Disbursement Manager is double checking the eligibility for grant to initiate contact with the Beneficiary via email, mail and/or phone to start process.

Service Request Details

Save Save & New Service Request Save & Continue Cancel

Service Request Information:

SR Number ACMA-B10285

Service List* NYC Business Solutions - BSC

Service Request Type* Financing Assistance

Subtype BPREP Microgrant

Subject*

Business Name (DBA)* T and K Beauty, Inc.

Opened Date* 11/9/2016

Modified Date 11/9/2016 02:29 PM

Closed Date

Reason for Closed/Withdrawn

Acquisition Source*

Source Name*

Other Source Name

Method of Contact

Priority

Referred out for service?

Success Story

- **Loan Application Planning and Packaging**

This refers to businesses in “Advanced” packaging stage. Business Owner submitted all requested documentation and Disbursement Manager is reviewing it before submitting the package to Accounts Payable to be processed.

- **Monitoring Service Request Status**

If a grant package is with Accounts Payable for processing or reviewed by OMB (for the first 10 beneficiaries, as requested) will be marked on the daily tracker report as „Monitoring” and have the same Service Request status in CRM.

- **Closed/Won Status and Closed/Withdrawn Status**

Once the file has undergone OMB review, if applicable (for the 10 requested awardees), and payment has been made and received, we can change the status to “Closed/Won” in CRM.

Unresponsive businesses which have failed to provide required documents within six (6) months from the date the Consultant delivered the assessment report and grant agreement will permanently lose the opportunity to access a grant award and have a **Closed/Withdrawn** service request status in CRM.

Important NOTE: All interactions/contacts with Beneficiary, including calls, emails, appointments, site visits etc. will be recorded in the Account’s “Completed Activities” page and linked to the corresponding lead, service request and CDBG_BPREP_10_16 Campaign.

CRM Process

Stage	Process Step	Owner	CRM	Target Timeframe
Outreach/ Application Intake	SBS/AECOM reaches out to businesses	SBS/AECOM	“Qualifying” Lead created <i>when business has been informed of program</i> Lead rating breakdown: Cold – initial stage i.e. email received or cold call; Warm – b/o is interested and close to web/paper application submission;	N/A
	Application received	AECOM	Qualified Lead – <i>business has submitted an application</i> Lead rating: Warm	N/A
Business Eligibility Verification	AECOM conducts initial review and if business is eligible : AECOM uploads folder A to FTP for each eligible business SBS review: business is <u>eligible</u>	AECOM SBS/AECOM	<i>Change to the lead rating to: Hot</i> <i>Create “New Task” and assign to SBS for eligibility review.</i> <i>a) SBS marks task as completed and assigns “New Task” for AECOM to send eligibility email and affidavit.</i> <i>b) AECOM sends b/o eligibility email with affidavit and marks task as complete.</i>	Three (3) business days of receiving an application Same day the lead rating was changed to hot SBS to do within three (3) business days of receiving task from AECOM. AECOM to do within two (2) business days of receiving task from SBS.
	Business is <u>eligible</u> but does not return affidavit after (15) fifteen business days.	AECOM	AECOM to use “Log a Call” to record 2 attempts to collect affidavit. Note: If b/o unresponsive after fifteen (15) days AECOM will <i>Archive Lead</i>	1 st reminder email and/or call sent 10 business days after eligibility email sent. 2 nd reminder email and/or call sent 5 business days following 1 st reminder.

Stage	Process Step	Owner	CRM	Target Timeframe
Business Eligibility Verification	If <u>additional documentation</u> required to determine eligibility: AECOM sends email with specific request for docs and copies SBS.	AECOM	Archived Lead – <i>business requested to provide additional documentation and/or unresponsive</i> Note: “Log a Call” activities will reflect efforts made to obtain documentation.	Three (3) business days of receiving an application
	If business <u>ineligible</u> , AECOM will notify SBS. SBS will confirm and send rejection	AECOM/SBS	<i>AECOM will create “New Task” and assign to SBS for review.</i> <i>SBS will review and mark Task as completed after email is sent. SBS will save email in Activity Log.</i>	N/A
	Notarized affidavit is returned (hard copy, email, or photo). AECOM contacts b/o to schedules 1 st visit	AECOM	AECOM will Convert Lead & Open Service Request <i>“Log a Call” feature will be used to document email/phone call to b/o informing them that all documents</i>	Two (2) business days of receiving Affidavit.
Assessments	Site visit 1 is scheduled	AECOM	“New Appt” created with information on date of visit.	(TARGET) Visit scheduled within ten (10) business days after Affidavit received.
	Visit 1	AECOM	<i>No change to the Service Request status</i> <i>“Log a Call” activity logs will detail progress.</i> Once visit is completed, Appt status changed to Complete.	(TARGET) Thirty (30) calendar days of receiving Affidavit

Stage	Process Step	Owner	CRM	Target Timeframe
Assessments	Report Drafting	AECOM	Service Request status changed to "Pending" <i>Consultant is working on the report</i>	Seven (7) business days of Visit 1
	Visit 2	AECOM	New Appt created <i>with information on date of second visit.</i> <i>No change to the Service Request status.</i> <i>Once visit is complete, Appt status changed to complete.</i>	Target - fifteen (15) business days of Visit 1
	Business is unresponsive	AECOM	<i>No change to the Service Request status – Activity logs will reflect AECOM's 3 attempts made both by phone and email to reach out to the b/o</i>	Thirty (30) calendar days after receiving affidavit
	Document Handover by AECOM to SBS.	AECOM	New Task created and assigned to SBS for document review. <i>No change to the Service Request status</i>	Five (5) business days of Visit 2.
	Complete document package review If approved by SBS, ready for invoicing	SBS	Service Request [Closed/Won] - SBS received & approved complete package of documents as outlined in Handover Documents Appendix; <i>SBS marks task as complete</i>	Ten (10) business days of package receipt

Stage	Process Step	Owner	CRM	Target Timeframe
Assessments	<p>Complete document and package review</p> <p>If not approved by SBS, returned to AECOM for completion</p>	SBS	<i>No change to the Service Request status</i>	
	<p>Business withdraws from assessment process before any visit scheduled (no payment)</p>	SBS	Service Request [Closed/Lost] - <i>business decides to withdraw before the resiliency assessment process is finalized</i>	

APPENDIX 9: ENVIRONMENTAL REVIEW

FORM 2-3

CERTIFICATION OF NEPA CLASSIFICATION

It is the finding of the N.Y.S. Office of Homes and Community Renewal
Recipient Name

that the activity(ies) proposed in its 2015 NYS CDBG project,
Project Year

Business Preparedness and Resiliency Program (Business PREP) are:

Check the applicable classification.

- ☒ Exempt as defined in 24 CFR 58.34 (a).
- ☐ Categorically Excluded as defined in 24 CFR 58.35(b).
- ☐ Categorically Excluded as defined in 24 CFR 58.35(a) and no activities are affected by federal environmental statutes and executive orders [i.e., exempt under 58.34(a)(12)].
- ☐ Categorically Excluded as defined in 24 CFR 58.35(a) and some activities are affected by federal environmental statutes and executive orders.
- ☐ "Other" neither exempt (24 CFR 58.34(a)) nor categorically excluded (24 CFR 58.35(a) and (b)).
- ☐ Part or all of the project is located in an area identified as a floodplain or wetland. For projects located in a floodplain or wetland, evidence of compliance with Executive Orders 11988 and/or 11990 is required.

For activities excluding those classified as "Other", attached is the appropriate Classification Checklist (Exhibit 2-4) that identifies each activity and the corresponding citation.



Signature of Certifying Officer

Thomas J. King

Print Name

09/30/2015

Date

Certifying Environmental Officer

Title

FORM 2-3A

CERTIFICATION OF SEQRA CLASSIFICATION

It is the finding of the N.Y.S. Office of Homes and Community Renewal
that the activity(ies) proposed in its 2015 ^{Recipient Name} NYS CDBG project,
^{Project Year}

Business Preparedness and Resiliency Program (Business PREP) constitute a:

Check the applicable classification:

- ☐ Type I Action (6NYCRR Section 617.4)
☒ Type II Action (6NYCRR Section 617.5)
☐ Unlisted Action (not Type I or Type II Action)

Check if applicable:

- ☐ Environmental Impact Statement (EIS) Prepared
☐ Draft EIS
☐ Final EIS



Signature of Certifying Officer

Thomas J. King

Print Name

09/30/2015

Date

Certifying Environmental Officer

Title

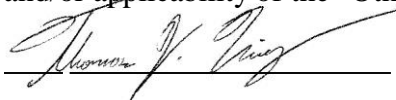
FORM 2-4

**NEPA CLASSIFICATION CHECKLIST
EXEMPT ACTIVITIES (24 CFR 58.34)**

- ☒ Environmental and other studies, resource identification and development of plans and strategies [58.34(a)(1)].
- ☐ Information and financial services [58.34(a)(2)].
- ☒ Administration and management activities [58.34(a)(3)].
- ☒ Public services that will not have a physical impact or result in physical changes, such as services concerned with employment, crime prevention, child care, health, drug abuse, education, counseling, energy conservation and welfare or recreational needs [58.34(a)(4)].
- ☒ Inspections and testing of properties for hazards or defects [58.34(a)(5)].
- ☐ Purchase of insurance [58.34(a)(6)].
- ☐ Purchase of tools [58.34(a)(7)].
- ☒ Engineering or design costs [58.34(a)(8)].
- ☒ Technical assistance and training [58.34(a)(9)].
- ☐ Assistance for temporary or permanent improvements that do not alter environmental conditions and are limited to protection, repair or restoration activities necessary only to control or arrest the effects from physical disasters, imminent threats or physical deterioration [58.34(a)(10)].
- ☐ Payment of principal and interest on loans made or obligations guaranteed by HUD [58.34(a)(11)].
- ☐ Any of the categorical exclusions listed in 58.35(a), provided that there are no circumstances which require compliance with any other federal laws and authorities cited in 58.5 [58.34(a)(12)].

In accordance with 24CFR 58.34(b), no further approval form from HUD or the State is necessary for the drawdown of funds to implement this program.

However, the responsible entity must still document in writing its compliance with and/or applicability of the "Other requirements list at 58.6.



Signature (9/30/2015)

FORM 2-4

NEPA CLASSIFICATION CHECKLIST

CATEGORICALLY EXCLUDED ACTIVITIES [24 CFR 58.35(a)]

Activities in this section require compliance with related laws and authorities at 24 CFR 58.5

- ☐ Acquisition, repair, construction, reconstruction, rehabilitation or installation of public facilities and improvements (other than buildings) when the facilities and improvements are in place and will be retained in the same use without change in size or capacity of more than 20 percent. Examples of this type of activity include replacement of water and sewer lines, reconstruction of curbs and sidewalks, street repaving [58.35(a)(1)].
- ☐ Special projects directed to the removal of material and architectural barriers that restrict the mobility of and accessibility to elderly and handicapped persons [58.35(a)(2)].
- ☐ Rehabilitation of buildings and improvements for residential use (with one to four units), where the density is not increased beyond four units, the land use is not changed, and the footprint of the building isn't increased in a floodplain or in a wetland [58.35(a)(3)(i)].
- ☐ Rehabilitation of multifamily residential buildings (with five or more units), when the following conditions are met: a) unit density is not changed more than 20 percent, b) the project does not involve changes in land use from residential to non-residential; and c) the estimated cost of rehabilitation is less than 75 percent of the total estimated cost of replacement after rehabilitation [58.35(a)(3)(ii)].
- ☐ Rehabilitation of non-residential structures, including commercial, industrial, and public buildings when the following conditions are met: a) the facilities and improvements are in place and will not be changed in size or capacity by more than 20 percent, and b) the activity does not involve a change in land use, such as from non-residential to residential, commercial to industrial or from one industrial use to another [58.35(a)(3)(iii)].
- ☐ An individual action on up to four dwelling units [not including rehabilitation (see 58.35(a)(3)(i) above)] where there is a maximum of four units on any one site. The units can be four one-unit buildings or one four-unit building or any combination in between [58.35(a)(4)(i)].
- ☐ An individual action on a project of five or more housing units [not including rehabilitation (see 58.25(a)(3)(i) above)] developed on scattered sites when the sites are more than 2000 feet apart and there are not more than four housing units on any
- ☐ Acquisition (including leasing) or disposition of an existing structure, equity loans on an existing structure, or acquisition (including leasing) of vacant land provided that the structure or land acquired, financed or disposed of will be retained for the same use [58.35(a)(5)].
- ☐ Any combination of the above activities [58.35(a)(6)].

FORM 2-4

NEPA CLASSIFICATION CHECKLIST

CATEGORICALLY EXCLUDED ACTIVITIES [24 CFR 58.35(b)]

*Activities in this section require compliance with related laws and authorities at 24 CFR 58.6 only**

- ☐ Tenant-based rental assistance [58.35(b)(1)].
- ☐ Supportive services including, but not limited to, health care, housing services, permanent housing placement, day care, nutritional services, short-term payments for rent/mortgage/utility costs, and assistance in gaining access to local, state and federal government benefits and services [58.35(b)(2)].
- ☐ Operating costs including maintenance, equipment, supplies, staff training, staff recruitment, security, operation, utilities, furnishings and other incidental costs [58.35(b)(3)].
- ☐ Economic development activities, including but not limited to, equipment purchase, inventory financing, interest subsidy, operating expenses and similar costs not associated with construction or expansion of existing operations [58.35(b)(4)].
- ☐ Activities to assist homebuyers to purchase existing dwelling units or dwelling units under construction**, including closing costs and down payment assistance, interest buydowns, and similar activities that result in the transfer of title [58.35(b)(5)].
- ☐ Affordable housing pre-development costs including legal, consulting, developer and other costs related to obtaining site options, project financing, administrative costs and fees for loan commitments, zoning approvals, and other related activities which do not have a physical impact [58.35(b)(6)].
- ☐ Approval of supplemental assistance (including insurance or guarantee) to a project previously approved under this part, if the approval is made by the same responsible entity that conducted the environmental review on the original project and re-evaluation of the environmental finding is not required under 58.47 [58.35(b)(7)].

* If a responsible entity determines that an activity or project identified above, because of extraordinary circumstances or conditions at or affecting the location of the activity or project may have a significant environmental effect, an environmental assessment must be prepared and a determination of significance made.

** This exclusion applies only to financial assistance for purchase of existing for-sale homes or homes under construction. Homebuyer assistance for units not under construction is classified as Categorically Excluded. In all cases, for this exclusion to apply, the prospective buyer must have discretion regarding selection of properties

within the target area.

FORM 2-5A
24 CFR Part 58.6 “Other Requirements” CHECKLIST (58.6)

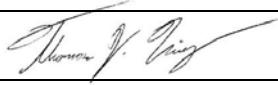
Federal Laws and Authorities listed at Sec. 58.5
 Permits, Licenses, Forms of Compliance Under Other Laws – Federal, State and Local

Project Name and Identification Number: Business Preparedness and Resiliency Program (Business PREP)

For “exempt” and “categorically excluded not subject to” projects/activities, compliance with the related laws and authorities listed in 58.5 is not required. However, recipients remain responsible for addressing and carrying out any applicable compliance measures for the requirements listed in 58.6. These requirements include:

Area of Statutory or Regulatory Compliance Applicable to Project	Not Applicable	Consultation, Permit and/or Mitigation Required	Provide compliance documentation. Additional material may be attached. ¹
Federal Requirements			
Flood Insurance – 58.6(a)	X		The proposed analysis does not include acquisition or construction activities
Coastal Areas – 58.6(b) Coastal Zone Areas Coastal Barrier Resources	X		Based on a review of the Coastal Barrier Resources System Mapper, maintained by the U.S. Fish and Wildlife Service, the project area is not located in Coastal Barrier Resource System.
Runway Clear Zone	X		The project does not entail the purchase or sale of property.

State or Local Statutes (to be added by Responsible Entity)

State Historic Preservation Office (SHPO)	X		No acquisition or construction activities during the preparation of the analysis.
State Environmental Quality Review Act (SEQRA)	X		N/A Type II action
Coastal Zone Management	X		No acquisition or construction activities during the preparation of the analysis
Prepared By: Thomas J King			Certifying Officer Signature: 
Title: Certifying Environmental Officer,			Title: Certifying Environmental Officer, GOSR
Date: 9/30/15			Date: 9/30/15

¹ See attached memorandum to files explaining environmental exemption.

Memorandum

To: File

From: Governor's Office of Storm Recovery

Subject: Environmental Exemption: Business Preparedness and Resiliency Program (Business PREP)

Date: 9/30/15

The Governor's Office of Storm Recovery ("GOSR"), operating under the auspices of New York State Homes and Community Renewal's Housing Trust Fund Corporation, is the entity responsible for compliance with the HUD environmental review procedures set forth in 24 CFR Part 58. GOSR has received a request from the NYC Mayor's Office of Recovery and Resiliency to provide CDBG-DR funding to help small businesses that were impacted by Superstorm Sandy better prepare for emergencies and enhance the resiliency of their operations, assets, and physical space. The goal of the program is to provide opportunities and resources for small business owners that were impacted by Superstorm Sandy to make resiliency improvements to their properties.

The program seeks to help small business owners make resiliency improvements to their operations in order to ensure that the businesses and the communities in which they are located continue to recover in a manner that directly addresses impacts from the declared disaster. A key component of the Business PREP Program are the resiliency assessments, where trained professionals will assess the existing physical and operational condition of qualifying businesses and make specific recommendations for improvements to make the businesses more resilient in the face of future disasters while also helping them recover from damage sustained during Superstorm Sandy. The proposed program will be directly administered by NYC Department of Small Business Services (SBS), which has extensive experience working with and providing development support for small businesses in communities across New York City.

Activities funded by the Business PREP program include the following: (1) community outreach, marketing, and publication; (2) the creation of a web-based resiliency tool; (3) performance of resiliency assessments, and (4) direct labor (personnel) costs.

Eligible businesses for assessments and micro-grants will be limited to those that:

- Meet the definition of a small business under the United States Small Business Administration rules.
- Can demonstrate either direct impact, such as physical damage, or indirect impact, such as disruptions to business operations, from Superstorm Sandy.

It is anticipated that the program will commence during the fourth quarter of 2015 and span approximately two (2) years.

The project will not break ground or require acquisition of real property.

Exemption

At this time, GOSR is only providing CDBG-DR funding solely for the Business Preparedness and Resiliency Program (Business PREP). No construction work shall be funded or authorized until compliance with the applicable environmental review requirements of 24 CFR Part 58. HUD regulation 24 CFR § 58.34(a) provides two exemptions that apply to the planning activities for the Business Preparedness and Resiliency Program (Business PREP).

- **24 CFR § 58.34(a)(1):** Environmental and other studies, resource identification and the development of plans and strategies
- **24 CFR § 58.34(a)(3):** Administration and management activities
- **24 CFR § 58.34(a)(4):** Public services that will not have a physical impact or result in physical changes, such as services concerned with employment, crime prevention, child care, health, drug abuse, education, counseling, energy conservation and welfare or recreational needs
- **24 CFR § 58.34(a)(5):** Inspections and testing of properties for hazards or defects
- **24 CFR § 58.34(a)(8):** Engineering or design costs
- **24 CFR § 58.34(a)(9):** Technical assistance and training

For exempt activities, the responsible entity must still comply with the applicable requirements of HUD regulation 24 CFR § 58.6. Annexed Form 2-5A (Other Requirements Checklist).



Certification of Exemption for HUD-Funded Projects

Determination of activities not subject to 24 CFR 58.34(a)

May be subject to provisions of 24 CFR 58.6, as applicable

Project Name: Business Preparedness and Resiliency Program (Business PREP)

Project Description: This program seeks to help small business owners make resilient improvements to their operations in order to ensure that the businesses and the communities in which they are located continue to recover in a manner that directly addresses impacts from Hurricane Sandy. A key component of this program are resiliency assessments, where trained professionals will assess the existing physical and operational condition or qualifying businesses and make specific recommendations for improvements to make the businesses more resilient in the face of future disasters while also helping them recover from damage sustained during Hurricane Sandy. The proposed program will be directly administered by NYC Department of Small Business Services (SBS), which has extensive experience working with and providing development support for small businesses in communities across New York City. Activities funded by the Business PREP program would include the performance of resiliency assessments, direct labor (personnel) costs and workshops.

Address: 255 Greenwich Street, 8th Floor, New York, NY 10007

Funding Source: CDBG ☒ HOME ☐ ESG ☐ HOPWA ☐ EDISP ☐ Other ☐

Funding Amount: \$1,230,000 Grant Number: B-13-MS-36-000-1

<input checked="" type="checkbox"/>	1. Environmental and other studies, resource identification and development of plans and strategies;
<input checked="" type="checkbox"/>	2. Information and financial services;
<input checked="" type="checkbox"/>	3. Administrative and management services;
<input checked="" type="checkbox"/>	4. Public services that will not have a physical impact or result in any physical changes, including but not limited to, services concerned with employment, crime prevention, child care, health, drug abuse, education, counseling, energy conservation and welfare or recreation needs;
<input type="checkbox"/>	5. Inspections and testing of properties for hazards or defects;
<input type="checkbox"/>	6. Purchase of insurance;
<input checked="" type="checkbox"/>	7. Purchase of tools;
<input checked="" type="checkbox"/>	8. Engineering or design costs;
<input checked="" type="checkbox"/>	9. Technical assistance and training;
<input type="checkbox"/>	10. Assistance for temporary or permanent improvements that do not alter the environmental conditions and are limited to protection, repair, or restoration activities necessary only to control or arrest the effects from disasters or imminent threats to public safety including those resulting from physical deterioration;
<input type="checkbox"/>	11. Payment of principal and interest on loans made or obligations guaranteed by HUD;
<input type="checkbox"/>	12. Any of the categorical exclusions listed in 58.35(a) provided that there are no circumstances that require compliance with any other Federal laws and authorities cited in 24 CFR 58.5.

If your project falls into any of the above categories, you do not have to submit a Request for Release of Funds (RFOF), and no further approval from HUD will be needed by the recipient for the drawdown of funds to carry out exempt activities and projects. However, the responsible entity must still document in writing its compliance with and/or applicability of "other requirements per 24 CFR 58.6 (included with this document).

By signing below the Responsible Entity certifies in writing that each activity or project is exempt and meets the conditions specified for such exemption under Section 24 CFR 58.34(a). Please keep a copy of this determination in your project files.

Calvin Johnson

Assistant Director,
CDBG-DR, NYCOMB
Title

Responsible Entity Certifying Official Name
(in print)

(Signature)

Responsible Entity Certifying Official Signature

10/02/2015

Date



Categorical Exclusion Not subject to §58.5 Determination for Activities Listed at 24 CFR §58.35(b)

Grant Recipient: New York City Small Business Services **Project Name:** Business Preparedness and Resiliency Program (PREP)

Project Description: The Business PREP program, administered by NYC SBS, is intended to help small businesses impacted by Hurricane Sandy better prepare for disruptions and enhance the resiliency of their operations. NYC SBS will provide 520 small businesses with micro-grants of up to \$3,000 for preapproved and recommended equipment purchases to support the overall resilience of the small business. CDBG-DR funds will be used to reimburse NYC SBS for the micro-grants.

Location: 255 Greenwich St, 8th Floor, New York, New York 10007

Funding Source: CDBG HOME ESG HOPWA EDI Capital Fund Operating Subsidy Hope VI Other

Estimated Funding Amount: \$1,770,000 **Grant Number:** B-13-MS-36-0001

I have reviewed and determined that the abovementioned project is a Categorical Exclusion activity (not subject to §58.5) per 24 CFR §58.35(b) as follows:

D	58.35(b).1. Tenant-based rental assistance;
D	58.35(b) 2. Supportive services including, but not limited to, health care, housing services, permanent housing placement, day care, nutritional services, short-term payments for rent/mortgage/utility costs, and assistance in gaining access to local, State, and Federal government benefits and services;
181	58.35(b) 3. Operating costs including maintenance, security, operation, utilities, furnishings, equipment, supplies, staff training and recruitment and other incidental costs;
[g]	58.35(b) 4. Economic development activities, including but not limited to, equipment purchase, inventory financing, interest subsidy, operating expenses and similar costs not associated with construction or expansion of existing operations;
D	58.35(b) 5. Activities to assist homebuyers to purchase existing dwelling units or dwelling units under construction, including closing costs and down payment assistance, interest buy-downs, and similar activities that result in the transfer of title.
D	58.35(b). 6. Affordable housing pre-development costs including legal, consulting, developer and other costs related to obtaining site options, project financing, administrative costs and fees for loan commitments, zoning approvals, and other related activities which do not have a physical impact.
D	58.35(b). 7. Approval of supplemental assistance (including insurance or guarantee) to a project previously approved under this part, if the approval is made by the same responsible entity that conducted the environmental review on the original project and re-evaluation of the environmental findings is not required under §58.47.

The responsible entity must also complete and attach the **§58.6 Compliance Checklist**. By signing below the Responsible Entity officially determines in writing that each activity or project is Categorical Exclusion (not subject to §58.5) and meets the conditions specified for such exclusion under section 24 CFR §58.35(b). This document must be maintained in the ERR.

AUTHORIZED RESPONSIBLE ENTITY OFFICIAL:

Calvin Johnson

Responsible Entity Certifying Official Name
 (please print)

/--6 7

Responsible Entity Certifying Official Signature

Assistant Director,
 CDBG-Disaster Recovery,
 Office of Management and Budget

Title

1/12/2017

Date



Compliance Documentation Checklist 24 CFR 58.6

Project Name: *Business PREP*

Level of Environmental Review Determination:

☐ (1) Exempt per 24 CFR 58.34,
☐ (2) Categorically Excluded not subject to statutes per
§58.35(b),

☐ (3) Categorically Excluded subject to statutes per §58.35(a),
☐ (4) Environmental Assessment per §58.36,
☐ (5) EIS per 40 CFR 1500

FLOOD DISASTER PROTECTION ACT

1. Does the project involve acquisition, construction or rehabilitation of structures located in a FEMA-identified Special Flood Hazard?

No: The project does not involve the acquisition, construction, or rehabilitation of structures.

DYes; Source Document: _____
(if Yes, proceed to Question 2)

2. Is the community participating in the National Insurance Program (or has less than one year passed since FEMA notification of Special Flood Hazard)?

☐ Yes (Flood Insurance under the National Flood Insurance Program must be obtained and maintained for the economic life of the project, in the amount of the total project cost. A copy of the flood insurance policy declaration must be kept on file).

☐ No (Federal assistance may not be used in the Special Flood Hazards Area).

COASTAL BARRIERS RESOURCES ACT

1. Is the project located in a coastal barrier resource area?

☐ No: This project is not located in a coastal barrier resource area.

☐ Yes - Federal assistance may not be used in such an area.

AIRPORT RUNWAY CLEAR ZONES AND CLEAR ZONES DISCLOSURES

1. Does the project involve the sale or acquisition of existing property within a Civil Airport's Runway Clear Zone or a Military Installation's Clear Zone?

☐ No: This project does not involve the sale or acquisition of existing property.

Project complies with 24 CFR 51.303(a)(3).

☐ Yes; Disclosure statement must be provided to buyer and a copy of the signed disclosure must be maintained in this Environmental Review Record

Calvin Johnson

Responsible Entity Certifying Official Name


Responsible Entity Certifying Official Signature

Assistant Director, CDBG-Disaster Recovery,
Office of Management and Budget

Title

1/12/2017

Date

APPENDIX 10: Business PREP Grant Eligible Items

SBS BusinessPrep - Grant Eligible Resiliency Items, Approved List 1/12/17

Resiliency Products	Hazards												Resiliency Function	Estimated Price								
	CBRN (Chemical/Biological/Radiological/Nuclear)	Civil Unrest	Coastal Storms	Cyber Threats	Disease Outbreaks	Earthquake	Extreme Temperatures	Fires	Flooding	Infrastructure Failures	Winter Storms	Back-up communications		Back-up power source for emergency equipment or operations equipment	Environmental safety	Health & safety	Mobile/ remote access to documents, data and systems	Protection of property/site/ equipment/ supplies	Preservation of critical documents and data			
Battery Back-up and Chargers (conventional, renewable)			x	x			x			x	x	x	Battery back up power for emergency or essential equipment (e.g. lights, PA, alarms, fire detectors, phones, computers, refrigerators) can support the safety of personnel, allow for a controlled shut down of equipment to avoid damage, or enable continued business operations.		x			x		x		\$75-\$3,000
Business Management Software (e.g. Accounting, Customer Accounts, Inventory, Point-of-Sale)		x	x	x	x	x	x	x	x	x	x	x	Upgrading to current standard business software can enable business owners to efficiently organize business records, back up records and provide remote access options.							x		\$50-\$600
Cyber Security Hardware and Software					x								Current cybersecurity hardware and software can help businesses implement cyber security best practices to protect data and systems from cyber intrusions.							x		\$100-\$3,000
Cell Phone (smart phone) with Point-of-Sale Device and Power Pack			x	x	x		x		x	x	x	x	A smart phone can improve business resiliency by providing alternative means of voice communication or data transmission: i) providing back-up to landline telephone service; ii) providing alternative to cell phone with different service provider; iii) providing cellular internet connection when primary IOP service is down; and iv) providing back-up POS service.	x				x				\$50-\$700
Chemical/HazMat/Oil/Fuel Clean-up/Containment Equipment and Supplies (e.g. cabinets, pallets, berms, bunds, absorbents, cleansers, etc.)				x			x		x	x			For any business that keeps toxic materials on site, specialized storage equipment can help protect health and environmental safety by preventing spills caused by physical impacts of a disaster event, and appropriate clean-up supplies can facilitate safe removal and mitigate damage if spills do occur.			x	x					\$50-\$1,500
Cleaning & Disinfecting Supplies			x	x	x		x	x		x	x	x	Cleaning supplies, especially disinfectants, can facilitate a business returning to operations after impacts of a disaster scenario where the business site was inundated with flood water, mud or debris. Furthermore, in CBRN or disease outbreak, such supplies may provide important means of mitigating impacts of the event and maintaining health of the business personnel.				x	x				\$5-\$100
Document Scanner			x	x	x	x	x	x		x	x	x	A document scanner can provide an efficient means of digitizing hard copies of business records to ensure access if originals are inaccessible or destroyed.							x		\$100-\$500
Emergency Kit – Go-Bag or Shelter-in-Place (content e.g. first aid supplies, thermal reflective blanket, rain poncho, chemical warmers, MREs, water purification tablets/device)			x	x	x		x	x	x	x	x	x	Emergency kits can provide a business with an easy to transport bag of survival supplies and important documents or with a collection of survival supplies that will assist in maintaining health and safety if personnel must stay at the business for an extended period due to unsafe conditions outside.				x					\$200-\$1,500
Fire Suppression Device			x				x		x				Fire suppression devices are easy solutions for mitigating fire risk to a business, providing means for personnel to extinguish a fire at an early stage instead of having to wait for arrival of first responders.			x	x		x			\$50-\$500
First Aid Kit			x	x	x		x	x	x	x	x	x	A first aid kit may provide needed supplies for timely assistance in the face of any disaster scenarios resulting in minor injuries to personnel.				x					\$20-\$200
Glass Protection Materials			x	x								x	Glass protection materials can prevent damage from weather events, reducing business physical and financial recovery.				x		x			\$100-\$1,500
Hand Truck/Dolly/Pallet Truck			x	x			x	x	x	x	x	x	A hand truck or pallet truck can provide a business with the means to relocate product inventory or other materials out of locations vulnerable to damage from an impending weather event or to prepare for such an event by moving sandbags or other flood barriers into place.				x	x		x		\$50-\$2,000
Inventory Scanner and Software			x	x	x	x	x	x	x	x	x	x	Inventory scanner and software can provide a business with electronic records of their supplies/products that can be backed up at a remote location or on the cloud, thereby providing access to critical information even if hardcopy records are destroyed or inaccessible during/after a disaster event.					x		x		\$500-\$1,500
Laptop Computer			x	x	x	x	x	x	x	x	x	x	A laptop computer can provide a business with portable access to business systems and electronic records of their supplies/products that can be backed up at a remote location or on the cloud, thereby providing access to critical information even if hardcopy records are destroyed or inaccessible during/after a disaster event.	x				x				\$250-\$3,000

BusinessPrep - Grant Eligible Resiliency Items, Draft List 12/22/16																				
Resiliency Products	Hazards												Resiliency Function	Estimated Price						
	CBRN (Chemical/Biological/Radiological/Nuclear)	Civil Unrest, Criminal Activity, Terrorism	Coastal Storms	Cyber Threats	Disease Outbreaks	Earthquake	Extreme Temperatures	Fires	Flooding	Infrastructure Failures	Winter Storms	Back-up communications operations equipment		Back-up power source for emergency equipment or operations equipment	Environmental safety	Health & safety - personnel protection	Mobile / remote access to documents, data and systems	Protection of property / site / equipment / supplies	Preservation of critical documents and data	
Non-cellular Communication Equipment (e.g. portable radio, 2-way radios, satellite phones)		x	x	x	x	x		x	x	x	x	A portable radio (i.e. battery, hand-crank, solar) can support the safety of business personnel by providing an essential means of obtaining emergency information from authorities when other communication systems are not functioning. A two-way, non-cellular communication system such as "walkie talkie" radios or satellite phones can provide a means of communication during service disruptions, potentially enabling continued operations or better coordination of response and recovery activities.	x			x				\$50-\$3,000
Personal Protective Equipment (e.g. face masks, respirators, rubber gloves, goggles, tyvek suit, booties)	x		x		x	x		x	x			Personal protective equipment can provide business personnel with the ability to remain at the business site in adverse conditions or to safely clean up damaged areas after an incident, more rapidly restoring operations.			x	x				\$7-\$100
Portable Air Conditioner							x	x		x		Portable air conditioners can assist to keep a business operational in extreme weather conditions by protecting personnel/supplies/equipment from unsafe high temperatures.				x		x		\$250-\$2,000
Portable Data Storage Device			x									Portable data storage can provide a business with the means to back up essential documents, data or systems/networks.					x		x	\$50-\$3,000
Portable Dehumidifier				x					x			Portable dehumidifiers can assist businesses with recovery from flooding events by facilitating moisture removal and avoiding unsafe fungus growth in damp materials.			x	x		x		\$60-\$1,000
Portable Emergency Lights (e.g. lanterns, flashlights)			x	x			x	x		x	x	Portable lights may enable personnel to safely exit the building, secure equipment and the premises, or re-enter the building to retrieve essential items during or after a disaster event in which the main lighting system is not functioning.			x	x		x		\$5-\$100
Portable Fan				x				x		x		Portable fans can assist to keep a business operational in extreme weather conditions by protecting personnel/supplies/equipment from unsafe high temperatures. Fans can also help to dry out areas where flooding has occurred.			x	x		x		\$20-\$1000
Portable Fireproof Storage			x			x		x				A portable fireproof storage box can preserve essential documents, enabling a business to access critical information required for responding to a disaster incident and resuming operations in a timely manner.							x	\$150-\$3,000
Portable Flood Barrier (e.g. dam, sandbags, airbags)				x					x			Portable flood barriers can assist a business to protect its space from water innundation and damage.			x	x		x		\$50-3,000
Portable Fuel Tanks				x			x	x		x	x	Portable fuel tanks can enable a business to operate back-up generators or other equipment in cases of infrastructure failure, thus ensuring measured shut down of equipment or on going operations.		x			x			\$50-\$600
Portable Generator (conventional or renewable energy)				x			x	x		x	x	Portable generators can be used to power equipment for continued machinery operations or to maintain environmental conditions during an infrastructure failure.		x			x			\$100-\$3,000
Portable Heaters							x			x	x	Portable heaters can assist to keep a business operational in extreme weather conditions by protecting personnel/supplies/equipment from unsafe cold temperatures.				x		x		\$30-\$2,000
Portable Job Site Lights (Indoor/Outdoor)				x			x		x	x	x	Portable lighting with battery or generator power may ensure that a business can continue operations during periods of electric service interruption, or that a business can expedite a return to operations by continuing recovery activities through night shifts.					x			\$50-\$1,000
Portable Rack Storage				x			x			x		Rack storage can enable a business to relocate product inventory or other materials out of locations vulnerable to damage from an impending weather event.			x			x		\$100-\$3,000
Portable Submersible Water Pump and Hoses				x				x	x	x		A submersible water pump and hose can be used to prevent accumulation of flood water entering a building, or remove water after a flood event, mitigating damage to the building or supplies and expediting the recovery process.			x	x		x		\$100-\$3,000
Portable Toilets or Other Sanitation Equipment							x				x	Portable toilets may ensure that a business can continue operations through periods of water/sewage system interruption.			x	x				\$60-\$1,000

BusinessPrep - Grant Eligible Resiliency Items, Draft List 12/22/16																						
Resiliency Products	Hazards													Resiliency Function	Resiliency Function							Estimated Price
	CBRN (Chemical/Biological/Radiological/Nuclear)	Civil Unrest, Criminal Activity, Terrorism	Coastal Storms	Cyber Threats	Disease Outbreaks	Earthquake	Extreme Temperatures	Fires	Flooding	Infrastructure Failures	Winter Storms	Back-up communications	Back-up power source for emergency equipment or operations equipment		Environmental safety	Health & safety	Mobile / remote access to documents, data and systems	Protection of property / site / equipment / supplies	Preservation of critical documents and data			
Portable Water Storage Container or Collection System		x	x	x			x				x		A means of collecting and storing water for operations or personnel can enable a business to continue operations during infrastructure disruption or supply contamination, or support the health and safety of personnel sheltering in place during an emergency situation.				x					\$200-\$3,000
Portable Waterproof Storage				x						x			A portable waterproof storage box can preserve essential documents, enabling a business to access critical information required for responding to a disaster incident and resuming operations in a timely manner.							x		\$150-\$3,000
Power Outage Alert System/Device (non-hardwired) with Remote Alarm			x	x			x	x		x	x	x	A power monitoring system with remote monitoring and mobile alerts can notify off-site personnel of the loss of electric service at the business premises, enabling timely response to mitigate potential damage to equipment, supplies or products.			x	x		x			\$200-\$500
Security System (non-hardwired) with Remote Alarm			x				x						An up to date security system with remote monitoring and mobile alerts can provide insight into conditions at the business as well as protection from intruders for the business personnel and property.				x		x			\$200-\$3,000
Safety Straps, Webbing, Tie-downs and Tarps				x			x			x		x	The use of strapping, webbing and tarps to secure materials that may be vulnerable to weather impacts can help prevent damage or displacement, environmental impacts and unsafe conditions for personnel.			x	x		x			\$25-\$200
Snow Removal Equipment												x	Snow removal equipment can enable a business to safely remove snow from premises and access pathways to remain open to customers during severe weather, protect property from damage, and self-sufficiently restore access after a snowstorm.					x		x		\$150-\$3,000
Storage Space Rental			x	x					x	x		x	An off-site storage space can provide a business with a safe place to keep essential supplies where they will not be vulnerable to the same hazards as the business location.						x	x		\$30-\$3,000
Tablet Computer with Point-of-Sale Device, Power Pack and Case		x	x	x	x	x	x	x	x	x	x	x	A tablet computer with point-of-sale (POS) capability can enable a business to continue with sales activity during infrastructure disruption, also providing access to data back-up stored on the cloud.	x				x			x	\$150-\$1,500
Water Purification Device or Supplies		x				x	x				x		Water purification devices or supplies can support the health and safety of personnel sheltering in place during an emergency situation or enable a business to operate during periods of infrastructure failure or water supply contamination.				x					\$10-\$500
Wireless CCTV System with Remote Monitoring		x	x	x		x	x		x	x	x	x	Wireless CCTV technology can support safety of personnel and protection of business property by providing a means of monitoring security and other conditions of the business site without having to be physically present at the site.			x	x		x			\$500-\$3,000

APPENDIX 11: RISE NYC/BUSINESS PREP Duplication of Benefits Cooperation Memo

Business PREP/ RISE: NYC Duplication of Benefits Program Coordination—June 8, 2017

I. Program Description and Duplication of Benefits Policy

Business PREP provides resiliency assessments and equipment to Hurricane Sandy-impacted small business beneficiaries at no cost to them. Business PREP was explicitly designed to help small businesses better prepare for emergencies and enhance the resiliency of their operations, assets, and physical space. RISE : NYC is a Superstorm Sandy business recovery and resiliency program that helps New York City small businesses adapt to and mitigate the impacts of climate change through the use of innovative technologies. The programs are funded through U.S. Department of Housing and Urban Development Community Development Block Grant – Disaster Relief funds, and are administered by the New York City Department of Small Business Services (SBS) and the New York City Economic Development Corporation (NYCEDC) respectively.

Both programs have established a duplication of benefits policy that explains and describes all methods and procedures to prevent the duplication of benefits. Beneficiaries of both programs are required to attest that the services and equipment they are receiving:

1. Was not previously owned;
2. Was not lost or damaged during Hurricane Sandy; and therefore
3. Was not previously insured and for which they are not receiving any financial or non-financial assistance outside of Business PREP
4. Is not substantially similar to any technology or equipment for which Beneficiary has sought or received financial or other assistance through a private insurance carrier or other source to repair or replace as a result of Hurricane Sandy

II. Duplication of Benefits

The Business PREP Program offers grant funding for small businesses to purchase resiliency measures (“eligible items”) that may be substantially similar in function to the technologies provided by RISE : NYC. For beneficiaries of both programs, the specific instances in which such eligible items could be considered a possible duplication of benefit are addressed below:

Portable Generators: SBS and EDC determined that the portable generators available through PREP and RISE (CALM Energy, Inc. and UGE) are substantially similar.

- Business PREP will include portable generators as an eligible item for grant spending.
- RISE : NYC technology provider CALM Energy, Inc. will provide standby generation coupled with resiliency and energy costs improvements via the Energy Watchdog computing system to Project Beneficiaries.
- RISE : NYC technology provider UGE will provide site-specific building-scale energy systems that include a combination of solar photovoltaic panels, vertical axis wind turbines, energy storage, natural gas generation, and smart monitoring/control systems. Natural gas generators will be implemented at project sites where design deems applicable.

Portable Flood Barriers: SBS and EDC determined that the flood barriers available through PREP and RISE (Geosyntec and Flood Panel) are substantially similar.

- Business PREP will include flood barriers as an eligible item for grant spending.
- RISE : NYC Technology Provider Geosyntec Consultants may provide deployable flood barriers to any Project Beneficiaries (3-5) selected for installation of active floodproofing measures. Specific design components of the floodproofing systems will be determined once Project Beneficiaries have been identified.
- RISE : NYC Technology Provider Flood Panel will implement Sandwich Plate System (SPS) Flood Panels that combines modular flood barrier system with SPS technology. The Flood Panel barrier frames are attached to the building on either side of a water entry point, such as a street-level door or window, and are constructed as a system of interlocking panels that slot into the building-mounted frames.

III. Agency Coordination and Information Sharing

For program beneficiaries receiving RISE : NYC technologies that might be substantially similar to eligible items offered through the Business PREP program, the following coordination process for avoiding duplication of benefits has been established:

- As RISE : NYC Program Beneficiaries will be identified in advance of those in Business PREP, RISE : NYC will share with the Business PREP program team Beneficiary information for small businesses that will receive portable generators and/or flood barriers through the Program. RISE : NYC will share information on Program Beneficiaries on a bi-weekly (or more frequently as needed) basis with Business PREP until technology selection for Project Beneficiaries with applicable Technology Providers is complete. The information will include business name, location, and service/technology to be received by the beneficiary.
- The sharing of Beneficiary information will alert the Business PREP program manager, who will in turn alert AECOM, the Business PREP Consultant, that the business is participating in RISE : NYC and ensure that the same service or technology will not be provided through Business PREP. During the initial assessment visit, AECOM will let the Beneficiary know that they will not be eligible to receive funding for the same technology that they are receiving through RISE: NYC. In addition, AECOM will not include this technology in its list of recommended grant-eligible items in the resiliency report that the Beneficiary will receive after the assessment. Finally, the Business PREP grant manager will ensure that the Beneficiary does not intend to purchase this technology with Business PREP grant funding before she/he approves the Grant Agreement.

APPENDIX 12: GRANTS MONITORING PLAN

**NYC DEPARTMENT OF SMALL BUSINESS SERVICES
BUSINESS PREPAREDNESS AND RESILIENCY PROGRAM
GRANTS MONITORING PLAN**

Overview of Monitoring Plan and Impact Evaluation

The following Monitoring Plan seeks to ensure Beneficiaries comply with all applicable regulations detailed within the Business Preparedness and Resiliency Program's Policy and Procedures, The City of New York's CDBG-DR Action Plan (the Action Plan), Grant and Subrogation Agreement, and any other provisions and certifications signed off by the Awardee.

1. Grantees Monitoring

1.1 Pre-Award Monitoring

Upon completion of a resiliency assessment, Applicant will submit a signed and notarized Grant and Subrogation Agreement to the SBS Program Team for review. Grant applicants will be vetted for eligibility through the resiliency assessment eligibility check process as outlined in the Business PREP Policies and Procedures section 2 Assessment & Grant Program Design.

All Beneficiaries shall satisfy, among other things, the following core HUD criteria:

1. The Applicant business is a for-profit business paying taxes
2. The Applicant business is located in NYC
3. The Applicant business is a small business¹ as defined by the SBA in [13 CFR Part 121](#).
4. The Applicant business was at the time of the storm and is currently located within the Sandy inundation or power outage zone
5. The Applicant affirms that the business experienced loss, damage and/or interruption as a result of Hurricane Sandy
6. The Applicant business, its principal owner(s) (with at least 20% ownership share), and affiliated businesses with the same EIN are not on the Federal debarred list.
7. The Applicant business has not received similar Benefits (Duplication of Benefits).

The SBS Program Team will conduct desk reviews of all completed assessment files, and Grant and Subrogation Agreements to determine whether the Grant Agreement and items requested are in compliance with eligible uses of grants as detailed within the Program Policies and Procedures/Grant Agreement and Reimbursement Process section.

The SBS Program Team will ensure business files completeness by following the steps outlined below:

1. Review of all documentation pertaining to HUD eligibility and duplication of benefits submitted by Consultant;
2. Conduct additional document verifications when necessary to ensure that information provided is accurate;
3. Document all findings and notify Consultant of appropriate corrective action(s) in an email;

¹ Affiliate businesses that each have a separate EIN number and which are not eligible or are not part of the application for assistance through this Program will not be considered when verifying that the Applicant is a small business as defined by the SBA.

4. Ensure all missing documentation was provided and errors were corrected before reaching out to Beneficiary;

1.2 Post-Award Monitoring

Beneficiaries will be monitored through a random sample on a quarterly basis, beginning with the third quarter of 2018. The staff will keep record of all post-award monitoring activities on the master list saved in the Grants Monitoring folder which will be updated on a regular basis, and include a monitoring checklist (Appendix 13) as part of the business file.

Post-Award monitoring will consist of a combination of:

1. **Desk reviews:** Program staff will perform desk reviews for at least 5 business files of the total number of Beneficiaries that received grants a quarter prior to the date monitoring begins, or a total of forty (40) business files over the course of two (2) years, to ensure that all documentation pertaining to their file is complete and properly saved and that all resiliency equipment expenses are eligible for reimbursement.
2. **Photo Evidence:** Business PREP Program staff will use this verification method for at least 10% of businesses, or a total of thirty (30) awardees over the course of two (2) years, identified as *high-risk* via interactions and observations throughout the grant process to determine whether they have retained specific item(s), including laptops, iPads and/or tablets, purchased with grant funds. Beneficiaries will provide relevant evidence, namely pictures showing serial number(s) of the purchased equipment to be compared with the paid invoices provided during reimbursement.

Note: *High-risk businesses* will be considered Beneficiaries that used the grant funds to purchase mostly items with a higher potential to be removed from the business location such as laptops, iPads and/or tablets.

The staff will make the determination whether a business classifies as high-risk based on the following:

- Concern(s) related to invoice shipping and/or billing addresses raised during the grant document collection process;
- Choice of a specific high-priced type of equipment;
- Microenterprises that request extended time to substantiate the received funds;
- All other observations and notes logged on the grant tracker during staff interaction with Beneficiaries.

All businesses should be prepared to demonstrate that items are located at the business and produce photo evidence, upon request, with serial numbers on purchased items within a reasonable turnaround time.

3. **On-site visits:** Businesses are required to keep the equipment for at least 12 months unless specified differently in the Grant and Subrogation Agreement. SBS Quality Assurance staff will conduct on-site visits for 10% of high-risk Beneficiaries on a yearly basis, or at least 15 businesses over the course of two years, identified while performing the above listed

monitoring methods, to ensure that funded equipment is at the business location and does not violate the program's Categorical Exclusion.

Business PREP Program staff will leverage existing SBS resources for monitoring site-visits, including Financial Management & Administration Division auditors, to determine whether the business will be subject to the program's award recapture policy as outlined in the Grant and Subrogation Agreement.

For businesses that are non-responsive to SBS request(s) of documentation after three (3) attempts of being contacted via both email and phone, site visits will be held to determine if those businesses' non-responsiveness is due to closure or lack of equipment the business received Business PREP funds for.

In case of a low business response rate, SBS will continue the random selection process until the above-mentioned percentages are met.

Upon request, SBS will provide the OMB Compliance and Monitoring Unit with updates regarding Business PREP monitoring activities.

The following actions will be performed if findings are identified:

- If the equipment is not on-site, not A-87 eligible or violates the program's Categorical Exclusion, SBS will take corrective actions as described in the Grant and Subrogation Agreement (Appendix 5);
- For the desk reviews, Disbursement Manager will reach out to Beneficiary to provide the missing documentation and/or perform appropriate corrective action(s).

1.3 Equipment Monitoring Procedures for Alternate Items on Premises:

Business PREP will use the following procedures to address discrepancies in observed moveable equipment. These procedures do not pertain to businesses that have used funding for any ineligible purposes (non-moveable equipment, building renovation, repairs, etc.). Businesses that have used funding for any ineligible purpose will be in default and be subject to the Business PREP recapture process as outlined in the Grant and Subrogation Agreement.

Equipment Monitoring Concern:	Program Policy & Process:
--------------------------------------	--------------------------------------

<p>Business exchanged approved purchased item for an alternate item</p>	<p>1. Business PREP: Note the difference in the initial report and request receipt(s) and applicant's statement explaining difference in item, and why the new item was purchased as a replacement.</p> <p>2. Beneficiary: Provide Business PREP with receipt(s) and a statement explaining the difference in items present in comparison to what was approved and initially reimbursed for.</p> <p>3. Business PREP: Write a memo to a Business PREP review panel to decide if the owner has a legitimate business purpose for the new item and if the exchange was reasonable.</p> <p>4. Decision: Close issue after difference is noted and explained in final report if panel finds it reasonable that the alternate item is related to the items listed on the Exhibit A of the Grant and Subrogation Agreement.</p> <p>If not reasonable, Beneficiary must return misappropriated funds or face default procedure as per signed Grant and Subrogation Agreement.</p>
<p>Business purchased alternate not approved for reimbursement</p>	<p>1. Beneficiary: Provide Business PREP with receipts, if different from submitted receipts and a statement explaining why alternate items were purchased following what was approved by Business PREP for reimbursement and that the alternate item is related to the type of use or need of the items listed on the Exhibit A of the Grant and Subrogation Agreement.</p> <p>Decision: Beneficiary must return money for the items purchased that were not previously approved for reimbursement, if funds are not returned, Beneficiary will face default procedure.</p>
<p>Business does not possess item that was reported as purchased and Beneficiary was reimbursed for by Business PREP</p>	<p>1. Business PREP: Report missing item(s) and request information from Beneficiary as to where the money was used.</p> <p>2. Beneficiary: Provide a statement explaining why the items approved for purchase are not</p>

	<p>present at the business location and what money was used for.</p> <p>Decision: Beneficiary must return funds for item(s) not present or returned to the business location or face default procedure</p>
Equipment purchased with BPREP funds is not on-site	<p>1. Business PREP: Report missing item(s) and request information from Beneficiary about the equipment actual location and reasons why it is kept off-site.</p> <p>2. Beneficiary: Provide a statement explaining why the item(s) approved for purchase/reimbursement are off-site, along with photo evidence and available conclusive documentation supporting that statement.</p> <p>Decision: Beneficiary must return funds for item(s) not reproduced or returned to the business location or face default procedure</p>

Procedure:

The SBS Quality Assurance team will carry out the following as part of monitoring site-visits:

1. Send out an on-site review engagement letter two weeks prior to conducting an on-site review with a Beneficiary to provide the business owner with time to assemble necessary documents and prepare for the SBS Quality Assurance team's visit.
2. Verify, upon arrival of on-site review, that the Awardee is satisfying all conditions listed on the Grant and Subrogation Agreement, particularly the awarded resiliency equipment is moveable and has been retained by Beneficiary;
3. Write a Report, upon on-site review completion, detailing findings of noncompliance, document these findings within the audit file, communicate them to the Beneficiary within 30 business days of the on-site visit, and request corrective actions, if necessary.
4. Follow up on corrective actions that were communicated to the Awardee within 15 business days of issuing the Draft Report and collect the requested documentation, if not provided yet. SBS will share the first five (5) drafts with OMB for review and feedback.
5. Prepare the Final Report within 30 days of issuing any corrective actions. Report will include a list of the findings identified during the on-site review, corrective actions requested, corrective action taken by the Awardee, and any outstanding noncompliance findings that have yet to be addressed. Beneficiaries will be sanctioned per the Grant and Subrogation Agreement if

significant corrective actions are not taken.

6. A copy of the Final Report will be saved within the appropriate auditing file for the on-site visits and be provided to applicable SBS and OMB staff via email.

APPENDIX 13. MONITORING CHECKLIST

Monitoring Checklist

Business:

Sheet last updated:

CHECKLIST	FOLDER & DOCUMENT NAME
<input type="checkbox"/>	Executed Grant Agreement
<input type="checkbox"/>	Equipment Invoice/Receipt 1
<input type="checkbox"/>	Equipment Invoice/Receipt 2
<input type="checkbox"/>	Equipment Invoice/Receipt X
<input type="checkbox"/>	Equipment estimates, <i>if applicable</i>
<input type="checkbox"/>	Proof of Payment Copy of Cancelled Check(s) Copy of credit/debit card statement(s)
<input type="checkbox"/>	Authorization Memo
<input type="checkbox"/>	Substantiation Documents, <i>if applicable</i>
<input type="checkbox"/>	Subsequent Authorization Memo
<input type="checkbox"/>	Summary Sheet
<input type="checkbox"/>	Photo and/or Supporting Evidence, <i>if applicable</i>
<input type="checkbox"/>	Engagement Letter (<i>on-site visits only</i>)
<input type="checkbox"/>	Monitoring Report (<i>on-site visits only</i>)

Notes:

APPENDIX 14: RECAPTURE PLAN

NYC DEPARTMENT OF SMALL BUSINESS SERVICES

DEFAULTED BUSINESS RECAPTURE PLAN

FOR BUSINESS PREP

1. Overview of Recapturing Funding from Defaulted Businesses

The following Recapture Plan seeks to:

(1) ensure the New York City Department of Small Business Services (SBS) complies with all applicable regulations governing its administrative, financial, and programmatic operations detailed within the Business Preparedness and Resiliency Program's (Business PREP) Policies and Procedures, the City of New York's CDBG-DR Action Plan and Subrecipient Agreements related to Business PREP; and

(2) ensure Awardees comply with all provisions detailed within the Grant and Subrogation Agreement, and any other certifications signed off by the Awardee.

Awardees are obligated to adhere to the **representations, conditions and/or requirements** stipulated in the Grant and Subrogation Agreement. Awardees must further comply with the rules and regulations, including documentation submission guidelines for reimbursement, disbursement and substantiation, from the United States Department of Housing and Urban Development (HUD), SBS and their authorized representatives.

If Awardees fail to comply with the terms and conditions of their Grant and Subrogation Agreement, Awardees may be in default on their federal grant as described in **Paragraph 6** of their Agreement. Default based on these terms of the Agreement will begin the **process of recapture** of federal funding disbursed to the Awardees' business(es). This process is authorized by **Paragraph 6** of the Agreement for failure to meet the requirements during the Term of the Grant and Subrogation Agreement.

1.1 Recapture Process Timeline

Recapture Process	SBS Action
1. As a result of post-award monitoring, SBS determines that a business has violated the terms of their Grant and Subrogation agreement. SBS documents the violation(s) of terms of the agreement in a memo in the file.	1. SBS sends three written requests to respond within the timeframe detailed in the Business PREP Program Policy and Procedures.
2. If no response or response does not cure violation, SBS sends letter notifying business of default. See Appendix 15 for sample letter.	2. SBS follows with call to confirm receipt of letter and discuss the violation(s) with the business owner and possible remedies. SBS will give business owner an

	<i>opportunity to cure their violation of the Agreement within ten (10) business days of receiving the letter.</i>
<i>3. If business cures the violation(s), SBS will close the file and communicate to the Awardee that all concerns have been addressed.</i>	<i>3. SBS reviews all documentation and determines compliance.</i>
<i>4. If business does not cure the violation(s) in this timeframe, SBS will send a second letter after ten (10) business days requesting a return of funding within seven (7) business days. See Appendix 15 for sample letter.</i>	<i>4. SBS follows with call to confirm receipt of letter and urges business owner to comply with the request within seven (7) business days of receiving letter.</i> <i>If business fails to cure the violation(s), SBS will prepare a Note to File summarizing all attempts at gathering relevant documentation to address the violation(s).</i>

1.2 Site Visits for Non-Responsive Businesses

For businesses that are non-responsive to SBS request(s) of documentation after three (3) attempts of being contacted via both email and phone, site visits will be held to determine if these businesses' non-responsiveness is due to business closure or lack of equipment the business received Business PREP funds for. If a business is found non-responsive, SBS will follow the steps outlined in the **Recapture Process Timeline** section.

1.3 Payment Plans

For businesses in default that agree to return the federal funding awarded, a payment plan for returning this funding will be available. The payment plan is contingent upon SBS receipt of a signed payment plan agreement by the business.

The full payment must be returned within three (3) months from the date the payment plan is signed, and the first payment will be made at the time of the agreement. A copy of the payment plan agreement will be shared with the SBS Accounts Payable Unit who will receive and process the payments.

APPENDIX 15: DEFAULT LETTER TEMPLATE



careers
businesses
neighborhoods

Gregg Bishop
Commissioner

110 William Street, 7th Fl.
New York, NY 10038

1 (212) 513 6300 tel
1 (212) 618 8899 fax

XX DATE XXX
Business Owner Name
Business Address

Re: Business Preparedness and Resiliency Program

Dear Business Owner,

Your business has received [amount received] of federal HUD Community Development Block Grant Disaster Relief (CDBG-DR) funds through a grant agreement (Grant and Subrogation Agreement) with the City of New York's Business Preparedness and Resiliency Program (Business PREP).

After a post-award monitoring, SBS determined that your business did not have possession of all items the business submitted for reimbursement. As of this date, you have not provided the required documentation in response to the Business PREP team's request dated [date] that shows the business has indeed purchased these goods. Accordingly, pursuant to Paragraph 6 of the Grant and Subrogation Agreement, you are hereby in default and we will begin the recapture process as authorized by Paragraph 6 of your Agreement.

To cure the violation(s), please provide evidence that your business is not in default within **ten (10) business days** to avoid recapture proceedings. If this evidence is not provided within 10 days, your business will need to return the [amount] awarded.

You can return your award amount by check or money order, payable to The New York City Department of Small Business Services (SBS), attention: Accounts Payable Unit at 110 William Street, 7 Floor, New York, 10038.

If you have questions regarding the information above, please contact the Business PREP team at BusinessPREP@sbs.nyc.gov.

Thank you in advance for your cooperation.

Sincerely,

[Name and Surname]