

# Town of North Hudson Main Street Revitalization Grant

Date of Application: \_\_\_\_\_

Name of Business: \_\_\_\_\_

Year Established: \_\_\_\_\_ Type of Business: \_\_\_\_\_

Owner/Proprietor: \_\_\_\_\_ Email: \_\_\_\_\_

Contact Person/Title (if different from above): \_\_\_\_\_

Address(principal): \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Mailing Address (if different from above): \_\_\_\_\_

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

Website: \_\_\_\_\_

Project Name: \_\_\_\_\_

Purpose: \_\_\_\_\_

Amount Requested: \$ \_\_\_\_\_ Total Project Cost: \$ \_\_\_\_\_

Project Goals: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Beginning and Ending Dates of the Project/Campaign: \_\_\_\_\_

Geographic Area to be Served: \_\_\_\_\_

\_\_\_\_\_

Signatures:

\_\_\_\_\_  
Applicant Date

\_\_\_\_\_  
Co-Applicant Date

Please submit a cover letter containing a summary of your proposal, introduce your business and summarize how receiving grant funding will assist you in your business. Include the amount of funding that you are requesting, the population it will serve, and the needs it will help solve. Try to bring your project to life in the cover letter by giving narrative detail.

Town of North Hudson  
 Grant Funding Request  
 SCOPE OF WORK DEVELOPMENT  
 WORKSHEET

Name of Business	Activity being Performed	Business Address	Contact Information
			(Phone - Email - Web Site)

Provide a Brief Description of the new or existing business.

Provide specific amenities that will meet the Town's Primary Goals

Provide a list of the business needs with estimated cost amounts for each individual expense item.  
 Include labor costs as separate item for each expense.

Item	Estimated Cost	Purpose	Explanation
Total			

Town of North Hudson  
Main Street Revitalization  
Grant Evaluation Criteria and Selection Worksheet

Name, Address of Business or Applicant:	\$ Amount Requested:
Project Location:	
Brief Description of how funding will be used:	

Primary Goals	Criteria	Points Available (100)	SCORE: <i>Office Use Only</i>
A. Project Location	Project visually prominent and/or compliments the Route 9 and/or Blue Ridge Corridor in the Hamlet	15	
B. Dining & Lodging	Establishes or expands Lodging or dining facilities open to the public through physical upgrades or marketing and virtual advertisements	15	
C. Service Expansion	Existing business that requests expansion of services	5	
D. Historic Value	Enhancement of historic, aesthetic or architectural value to the community, including façade	10	
E. Economic Need	Improves and sustains a year-round population by providing new services to residents	10	
F. Job Creation	Project creates a full time or part time job	5	
G. Public Access	Projects that promote or compliment community recreation opportunities over multiple seasons	5	
<b>Project Readiness</b>	Project can be constructed/utilized by Summer of 2024	5	
<b>Cost Effectiveness</b>	Budget is well-developed, up-to-date and supported by documentation with cost estimates provided from potential contractors/vendors	15	
<b>Feasibility</b>	Financially feasible as a comparative measure of all projects in the eligibility pool. Such as; Does the applicant have financial experience and proof that they can implement a project within one-year. Does the applicant have the up-front funds that can be reimbursed by the program?	15	
<b>Local Compliance</b>	Is the Business/Applicant in good-standing with current codes and permitting? (yes or no)	Yes/No	
	Is the project permissible? (yes or no)	Yes/No	

**TOTAL POINTS**

Please note: If any project proposal attains a total score less than 60, then the Town reserves the right to negotiate applicant scope of work, funding request or discard completely.



## Town of North Hudson Main Street Revitalization Program

Funded by the NYS Department of Environmental Conservation

### Announcement of Availability of Funding

The Town of North Hudson has been awarded Environmental Protection Funding to conduct a Main Street Revitalization Grant Program. Under the Main Street Revitalization Program, funding must be used for renewal of the built environment, supporting new or expanded enterprises while protecting the environment and maintaining the historic value of the community core.

This program will provide private for-profit and non-profit property owners located along the town's NYS Route 9/Blue Ridge Road primary community corridor within the hamlet. Funding for exterior facade and storefront renovations and/or interior renovations for commercial or residential units and for related construction activity needed to support such renovation are eligible. One of the primary objectives of this program will be enhanced dining and lodging facilities for residents as well as visitors.

This announcement includes instructions on how to apply for assistance, as well as required forms, and will be available at the Town Hall. The Town has developed formal project selection criteria and a clear project selection process, which is detailed below. The Town will identify a Project Selection Committee to implement the project selection process and generate funding decisions.

This announcement is accompanied by an application form. Applications must be received at the following address by the application deadline:

ATTN: North Hudson Main Street Revitalization Program

MAILING ADDRESS\_PO Box 60, North Hudson, NY 12885

Hand Delivered applications will be accepted at the Town Hall, located at:  
3024 US Route 9, North Hudson, NY 12885

**APPLICATION DEADLINE: Monday, November 20<sup>th</sup> 2023**

*Note: Application must be RECEIVED on or before the Deadline. Any applications received after Monday, November 20<sup>th</sup> will not be considered.*

**Estimated Program Timeline:**

Town Board Meeting – Program Overview	Thursday, September 21 <sup>st</sup> 2023
Public Information Meeting #2	Thursday, October 19 <sup>th</sup> 2023
Application Deadline	Monday, November 20 <sup>th</sup> 2023
Announcement of Awards	Fri, November 24 <sup>th</sup> 2023
Scope of Work Development/Additional Detail	Fri, December 1 <sup>st</sup> 2023
Executed Landowner Agreement	Fri, December 15 <sup>th</sup> 2023
Grant Requirement Documentation Submission	Fri, January 5 <sup>th</sup> 2024
Construction Commencement	Winter – Summer 2024

**Eligibility Requirements:**

Applicants must comply with the following requirements:

**Location:** Projects must be located in the Town of North Hudson along the Route 9 and Blue Ridge Road Corridor, within the hamlet area, as shown on the attached map.

**Individual grant size:** \$25,000 - \$50,000

**Match:** Grant funds can finance up to 90% of the total project cost. A minimum of 10% owner equity contribution to the project is required as match. Proof of this equity must be submitted with the application.

**Underwriting:** Review of the project will only occur upon completion of minimum underwriting criteria:

- that project costs are reasonable;
- that all sources of project financing are committed;
- that applicants are ready and able to begin work (i.e. construction schedule, site plan approval)

**Eligible Expenses:**

Building Renovation – the Town may provide participating property owners with grants for exterior facade and storefront renovations or interior renovations for commercial or residential units and for related construction activity needed to support such renovation. All work must comply with the standards of the State Office of Parks, Recreation and Historic Preservation (OPRHP or SHPO), and with local design guidelines. State Environmental Quality Review may be required.

Professional service costs, or “soft costs,” that can be attributed directly to the delivery of the renovation activities may be eligible Project Delivery expenses.

- Project Delivery expenses must be reasonable and necessary for the completion of a building renovation project.
- Project Delivery costs must be included in the proposed program budget at the time of application.
- Project Delivery expenses may not exceed 18% of the Main Street grant award for the project.
- Project Delivery expenses may not be requested as part of a partial payment prior to project completion.

Funded projects must produce a finished commercial or residential space, ready for occupancy. Grant funds will be disbursed only for completed projects. Work can be completed on part of a building, leaving another part unfinished as a holdover for future use, provided that the project can be completed in compliance with all applicable codes and ordinances, and the unfinished space does not present a hazard to occupants or users of the building, nor does it have a negative visual impact on the Main Street façade.

#### **Sources of Match:**

The required match may come from the building owner and/or other non-State/non-Federal funds.

- Building owners may take out a loan for construction financing and the match. The equity of a property that is free and clear of a mortgage obligation can be considered as a cash match, only if funds are borrowed against the equity from a financial institution and used in the renovation.
- Professional service costs incurred, including project delivery, or “soft costs,” such as architectural services, are recognized matches, provided they are reasonable, sufficiently documented, and related to a specific building project.
- The award or contract date of the matching funds does not impact the eligibility as match, as long as the matching funds are expended on the Main Street renovation project.

#### **Ineligible Expenses:**

- Ineligible uses of funds include: acquisition costs; capitalizing a revolving loan fund; improvements to structures owned by religious or private membership-based organizations; or improvements to municipally-owned buildings used for municipal purposes.
- Funds will not generally be used for the improvement of single family homes. In certain cases this may be deemed an eligible expense.
- Business planning or business plan development costs.
- Non-permanent fixtures, furnishings, appliances, electronics, tools, disposable supplies, utility bills and business equipment are not eligible uses of this funding.

#### **PROGRAM ADMINISTRATION**

Applicants should be aware of the following administrative requirements should they receive funding.

##### **A. Scope of Work**

A written Scope of Work is a program requirement. Following award, Recipients will work with the Town to develop a formal written Scope of Work that is approved by NYS DEC and appropriate for State Historic Preservation Office (SHPO) review and the Contractor bidding process.

The Scope of Work must address:

- Immediate health and safety concerns;
- The correction of code violations;
- Lead-based paint hazards that may exist in buildings that contain residential units;
- Radon hazards in buildings that contain residential units;
- Installation of energy conservation measures;
- Consistency with any other local program design guidelines; and

- Preservation of historical elements of the building.

B. State Historic Preservation Office (SHPO) Review

The Town must submit building information and proposed project Scopes of Work for each participating project to the New York State Office of Parks, Recreation and Historic Preservation (OPRHP or SHPO) for review.

C. Contractor Selection

Contractor references and proof of proper insurance must be supplied to the Town and approved. At least two bids must be obtained for each separate construction project or professional service to establish the reasonableness of project costs. If the property owner chooses other than the lowest bidder, re-imbursement will be based on the amount of the lowest bid.

Minority and Women Owned Business Enterprises should be notified of all opportunities.

D. Town/Landowner Agreement

The Town will enter into a contract with the property owner to provide the agreed financial assistance, subject to terms outlined below. A Town representative will be assigned to review and approve bids and oversee contracts between Town and Recipient.

The contract will outline the roles and responsibilities for both the Town and the participating property owner. At a minimum, the contract will specify:

- The agreed upon scope of work;
- The amount of financial assistance awarded;
- The project timeline;
- That payments will be made only after work is complete;
- The Town has the right to inspect work at any time and to cancel the contract should the work be inconsistent with the standards outlined or if insurance is not maintained by the contractor;
- Ongoing maintenance requirements;
- Payment will only be made upon satisfactory completion of all work. Satisfactory completion will be determined by the Town

E. Finances

This is a reimbursement-based grant program. The property owner will be responsible for paying for all agreed upon project elements, and the Town will not reimburse more than the costs identified. Payment will only be made upon satisfactory completion of all work, at a bi-monthly minimum. Local property owners will be responsible for obtaining construction or interim financing for their project. Reimbursements to the applicant are not guaranteed on a bi-monthly basis.

F. Ongoing Maintenance



Property owners will be required to maintain properties assisted with these grant funds for a period of five years from the date of project completion and final inspection.

#### **PROJECT SELECTION PROCESS:**

##### Eligibility Review

All applications will be reviewed by the Town for eligibility according to:

- Project Location, Match, Ownership and Underwriting, as described above

##### Scoring Review

Applications that meet eligibility requirements will be forwarded to a committee of at least three reviewers who will score each application according to the selection criteria outlined below. Reviewer scores will be averaged to produce a final score. Applicants are encouraged to read and address the selection criteria below in the process of developing their application.

##### Selection of Projects

Scored applications will be ranked in order beginning with the highest down to the lowest scored applications. Applications having the highest final scores will be selected for funding, beginning with the highest down to the lowest ranked proposal, until available funding is exhausted. If any project proposal attains a total score less than 60, then the Town reserves the right to negotiate applicant Scope of Work, funding request, or to discard completely.

Tie Breaker: If there is a numerical tie in applications final scores, the application that scores the highest in the “primary goals” in the evaluation criteria will determine placement on the ranked list. If a tie remains, the application with the higher combined Cost Effectiveness and Feasibility score will determine placement on the ranked list.

Scoring Criteria

Primary Goals	Criteria	Points Available (100)
A. Project Location	Project visually prominent and/or compliments the Route 9 and/or Blue Ridge Corridor in the hamlet	15
B. Dining & Lodging	Establishes or expands lodging or dining facilities open to the public through physical upgrades or marketing and virtual advertisements	15
C. Service Expansion	Existing business that requests expansion of services	5
D. Historic Value	Enhancement of historic, aesthetic or architectural value to the community, including façade improvements	10
E. Economic Need	Improves and sustains a year-round population by providing new services to residents	10
F. Job Creation	Project creates a full-time or part-time job(s)	5
G. Public Access	Projects that promote or compliment community recreation opportunities over multiple seasons	5
<b>Project Readiness</b>	Project can be constructed/utilized by Summer of 2024	5
<b>Cost Effectiveness</b>	Budget is well-developed, up-to-date and supported by documentation with cost estimates provided from potential contractors/vendors	15
<b>Feasibility</b>	Financially feasible as a comparative measure of all projects in the eligibility pool. Such as; Does the applicant have financial experience and proof that they can implement a project within one-year. Does the applicant have the up-front funds that can be reimbursed by the program?	15
<b>Local Compliance</b>	Is the Business/Applicant in good-standing with current codes and permitting? (yes or no)	Yes/No
	Is the project permissible? (yes or no)	Yes/No

## DISCLAIMER

This sample grant agreement is provided for illustrative purposes only and should not be construed as an offer of legal advice or counsel. Nothing herein constitutes the establishment of an attorney client relationship between you and any attorney involved in the drafting of material included in this sample grant agreement. The New York State Department of Environmental Conservation ("Department") makes no claims, promises, or guarantees about the accuracy, completeness, or adequacy of any information contained in this sample. Therefore, you should not use this sample grant agreement without first consulting an attorney.

## GENERAL RELEASE AND WAIVER

By utilizing this sample, you: (i) assume full responsibility for any loss, damage, or liability resulting from the use of this sample Grant Agreement; and (ii) release the Department and the authors of the sample grant agreement, their contributors, agents, licensees, successors and assigns from any and all known or unknown claims, demands or causes of action that may arise, at any time, out of or relating to your use of the sample grant agreement.

**MAIN STREET PROGRAM**  
**PARTICIPANT GRANT AGREEMENT**

This Agreement is made effective as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the Town of North Hudson, of the County of Essex, New York, and \_\_\_\_\_ (“Owner”), residing at or having a principal place of business at \_\_\_\_\_.

**WITNESSETH:**

**WHEREAS**, the Town has entered into an Agreement with the New York State Department of Environmental Conservation (“Department”) to distribute and administer funds for projects under the New York Main Street Program (“Program”) to eligible properties selected in accordance with Program guidelines; and

**WHEREAS**, the Town must administer the distribution of grant funds to the Owner, for the project in accordance with all the terms and conditions of their Master Contract for Grants agreement with the Department, Article XXVI of the Private Housing Finance Law and the regulations promulgated thereunder, and the Department’s applicable rules, regulations, policies and procedures, as amended from time to time.

**WHEREAS**, the Owner intends to complete improvements of the property located at AWARDEE STREET ADDRESS (“Assisted Property”) using funds to be provided through the Program being administered by the Town; and

**NOW, THEREFORE**, the Town and the Owner agree as follows:

**1. Term.**

The period of performance for all activities assisted pursuant to this Agreement shall be \_\_\_\_\_ months, commencing on the effective date of this Agreement and ending on \_\_\_\_\_ (“Term”), unless sooner terminated as provided for herein. The Owner is required to engage a contractor and begin construction within thirty (30) calendar days of Town approval.

**2. Owner’s Representations.**

The Owner hereby expressly represents that they are the owner of the premises designated herein for improvement and rehabilitation and that, as the Owner, they have all lawful authority required to execute this Grant Agreement, which shall be binding upon the Owner and/or its successors and assigns.

**3. Project Costs.**

a) The Owner is required to obtain at least two bids for each separate construction project or professional service to establish the reasonableness of project costs. All bidders must have equal access to relevant information, including information on the property itself. The process shall be free of collusion or intimidation. All quotes shall be received directly by the Town. The Town will advise the Owner of acceptability of bids/proposed cost. If the Owner chooses other than the lowest bidder, re-imburement will be based on the amount of the lowest bid.

- b) Eligible contractors shall be those selected from any list maintained by the Town, or otherwise approved. To be eligible, a contractor must provide references and proof of adequate and proper insurance coverage.
- c) The Owner must obtain written consent from the Town prior to performing their own renovations and/or hiring a family member to perform renovations. In cases where an Owner or family member places a bid and is selected to perform renovations, the Town must have at least one other qualified bid and may pay no more than the amount of the lowest bid.
- d) The Town agrees to reimburse the Owner for a percentage of project costs described in the agreed upon Scope of Work attached as Attachment A. Any modification, amendment or rescission of project costs must be requested in writing, and approved in writing by the Town.
- e) The maximum amount of Program funds to be provided to the Owner is \_\_\_\_\_ *Award Amount*.

4. **Reimbursement.**

- a) The Program operates fully as a reimbursement program and the Owner is responsible for paying for all agreed upon repairs, and payment of grant funds will be made only upon satisfactory completion of building projects and payment of renovation expenses.
- b) No reimbursement shall be paid to the Owner pursuant to this agreement until a final inspection of the work has been completed by the Town, its representative(s) or agent(s). All completed work shall comply with all applicable building codes and standards.
- c) To substantiate work costs, Owners must provide written contracts, bank documents, copies of invoices for materials and labor, cancelled checks, lien releases, and any other documents deemed necessary by the Town to maintain effective internal controls. Cash payments will not be reimbursed.
- d) The payment of any amount(s) due and payable by the Department through the Town to the Owner, as a reimbursement pursuant to this Grant Agreement for work completed shall be payable within forty five (45) calendar days after all work is satisfactorily completed and sufficient supporting documentation is provided to the Department.

5. **Inspection of Work: Unsatisfactory Work.**

The Owner agrees that the Town shall at all times have access to the job site and premises for the purpose of inspecting and reviewing the renovation work. In the event that the Owner or the Town shall determine at any time that there exists unsatisfactory work, the Owner shall notify the contractor in writing of the existence of such (sending copies to the Town and any other interested parties), and the contractor shall correct such work within twenty (20) calendar days after receipt of said notice. In the event that the contractor fails or refuses to complete such corrections in the work within said period of time the Town shall have the right to cancel this Grant Agreement and, upon such cancellation, shall have no obligation to provide any reimbursement for the work completed.

6. **Regulatory Period.**

The Owner, for a period of five (5) years from project completion (“Regulatory Period”), shall take all necessary steps to ensure that the property improved under the Program is maintained in good condition. Residential units improved under the Program that become vacant during the Regulatory Period must be marketed, and made affordable, to persons of low income, which is defined as persons and families whose incomes do not exceed ninety percent (90%) of the

median income for the metropolitan statistical area in which the properties are located. This requirement is met through a rent limit imposed on the assisted units during the Regulatory Period. Annual Rent Limit tables are prepared by NYS Homes and Community Renewal (“HCR”). For example, the 2017 limit for a four-person household would be: \$59,580 with a difference of \$5,440 per person +/-.

It is essential that Owners ensure that their properties remain free of lead hazards after compliance has been documented. The Owner agrees to maintain paint in all residential spaces using lead-safe work practices for the five year Regulatory Period. The Owner or a representative should visually assess the property on a routine basis, and whenever the occupant reports loose, peeling or damaged paint. The property owner may elect to hire a lead inspector to perform this assessment.

7. **Property Maintenance Declaration**

The Owner agrees to maintain the Assisted Property in compliance with the terms of this Grant Agreement, throughout the Regulatory Period. The Owner agrees that, during the Regulatory Period, the Premises shall at all times be maintained in good operating order and condition, and all necessary repairs, renewals, replacements, additions and improvements shall, from time to time, be promptly made. Furthermore, during the Regulatory Period, the Owner hereby declares the Premises shall not be sold, moved, demolished or materially altered without the prior written consent of the Town

The Owner further declares that in the event of any non-compliance or sale of the property, the amount of grant funds distributed shall be subject to repayment, the amount of which shall be calculated and determined in accordance with an annual declining balance method based upon the five (5) year enforcement period, as shown herein. The Owner further acknowledges and agrees that the Town shall have the right, pursuant to its agreement with the Department, to inspect the Assisted Property to monitor the Owner’s compliance with this requirement.

All the grants, covenants, terms, provisions and conditions contained herein shall run with the land, binding all subsequent owners, encumbrances and tenants of the Assisted Property. The Owner must provide a copy of this Agreement to any prospective purchaser of the Assisted Property within the Regulatory Period. In the event the Owner shall breach any such grant, covenant, term, provision or condition, the Owner must return the Grant Assistance to the Town. The amount to be recaptured shall be determined by reducing the original amount of Grant Assistance disbursed to the Owner by one fifth (1/5th) for each year of the Regulatory Period the Owner was in compliance hereunder. Repayment will be calculated in accordance with the following schedule:

Months 0 - 12:	100% repayment due.
Months 13-24:	80% repayment due.
Months 25-36:	60% repayment due.
Months 37-48:	40% repayment due.
Months 49-60:	20% repayment due.
Months 60 and beyond:	0% repayment due.

8. **Reports and Access to Records.**

During the Term and the Regulatory Period, the Town will require an annual inspection and confirmation of rent limits for assisted residential units. The Owner further agrees to provide

the Town with reports or records in such form, content and frequency as required by the Town and the Department.

9. **Termination.**

In the event the Program or the Town shall for any reason cease to exist or terminate prior to the completion of the work to be performed as specified in this Agreement, or in the event the Owner shall die, or the ownership of the building changes prior to the completion of such work, the Town may terminate its obligation(s) hereunder to the Owner by reimbursing the Owner (or its heirs or successors) for the work satisfactorily completed prior to the date of any such termination, death, or change in ownership. Upon such payment to the Owner, the Town shall be released and discharged from any further claim on behalf of the Owner pursuant to this Grant Agreement. Any remaining funds of the Owner held by the Town shall be released and discharged from any further claim on behalf of the Owner, and returned to the Department.

10. **Compliance with Local Laws and Codes.**

Any contract or agreement to be executed relative to the work contemplated by this Grant Agreement shall require that the Owner give all notices required by, and comply with, all applicable laws, ordinances, regulations and codes of the Town of Newcomb, the County of Essex, the State of New York, and the United States, and shall at its own expense, secure and pay the fees or charges for all permits required for the performance of the work.

11. **Notice of Investigation or Default.**

The Owner shall notify the Town within five (5) calendar days after obtaining knowledge of: (i) the commencement of any investigation or audit of his/her activities by any governmental agency; or (ii) the alleged default by the Owner under any mortgage, deed of trust, security agreement, loan agreement or credit instrument executed in connection with the project; or (iii) allegation of ineligible or prohibited activities. Upon receipt of such notification, the Town and the Department may, in its discretion, withhold or suspend payment of Program funds for a reasonable period of time while a review of activities and expenditures is conducted.

12. **Default.**

- (a) If an Event of Default as defined below shall occur, all obligations on the part of the Town to make any further payment of Program funds shall, if the Town so elects, terminate and the Town may, in its discretion, exercise any of the remedies set forth herein; provided, however, that the Town may make any payments after the happening of an Event of Default without thereby waiving the right to exercise such remedies, and without becoming liable to make any further payment.
- (b) The following shall constitute an Event of Default hereunder:
  - (i) if the Owner fails, in the opinion of the Town, to comply with or perform any provision, condition or covenant contained in this Agreement, any applicable State or federal law or regulation, or the Program policies and procedures established by the Department or the Town;
  - (ii) if at any time any representation or warranty made by the Owner shall be incorrect or materially misleading;
  - (iii) if the Owner has failed to commence the improvements as specified in Attachment A- Scope of Work in a timely fashion or has failed to complete such improvements within the Term.

- (c) Upon the happening of an Event of Default, the Town may, in its discretion, exercise any one or more of the following remedies, either concurrently or consecutively, and the pursuit of any one of such remedies shall not preclude the Town from pursuing any other remedies contained herein or otherwise provided at law or in equity:
  - (i) Terminate this Agreement, provided that the Owner is given at least ten (10) business days prior written notice.
  - (ii) Withhold or suspend payment of Program funds.
  - (iii) Recapture any Program funds disbursed to the Owner on a pro rata basis over the Regulatory Period. The amount to be recaptured shall be determined by reducing the original amount of Program funds disbursed to the Owner by one fifth (1/5th) for each year of the Regulatory Period the Owner was in compliance with this Agreement.
  - (iv) Exercise any corrective or remedial action, to include, but not be limited to, advising the Owner to suspend, discontinue or refrain from incurring costs for any activities in question or requiring the Owner to reimburse the Town and the Department for the amount of Program funds expended or used in an unauthorized manner or for an unauthorized purpose.
- (d) In the event this Agreement is terminated by the Town for any reason, or upon the closeout of the Program, the Town shall have no further liability or obligation under this Agreement; provided, however, that nothing herein is intended to relieve the Town of its obligation to pay for services properly performed by the Owner prior to such termination. Notwithstanding any such termination or closeout, the Owner shall remain liable to the Town for any unspent Program funds, the expenditure or use of Program funds in a manner or for a purpose not authorized by this Agreement, or damages as a result of any breach of this Agreement by the Owner. The Town shall have the right, at any time prior or subsequent to any such termination or closeout, to pursue any and all available remedies, including seeking injunctive or other equitable relief, to enforce the provisions of this Agreement and to recover Program funds which are unspent, expended or used in an unauthorized manner or for an unauthorized purpose.

13. **Indemnification.**

Any contract or agreement to be executed in furtherance of this Grant Agreement shall require the contractor to defend, indemnify and hold harmless the Owner, the Town, and the Department from liability for any claim for injury or damages to persons including the contractor and his/her employees, subcontractors and agents, or property, resulting from any work performed under this Agreement.

14. **Assignment.**

The Owner shall not assign this Grant Agreement without the prior written consent of the Town and any such request for assignment of said Grant Agreement must be addressed to the Town.

15. **Waiver of Liability.**

Nothing in this Agreement nor any act of the Town or the Department, including but not limited to, an inspection of work, approvals given, permits issued or payments made, shall be construed as a warranty for the work performed under this Grant Agreement, and the Owner hereby expressly waives any such claim.

16. **Property Release.**

The Owner agrees to permit the Town and the Department to publish photographs of the Assisted Property for promotional or public relations purposes. The Owner gives the Town and



the Department the unrestricted right to use, for any lawful purpose, any photographs taken of the Assisted Property and to use the Owner's name in connection therewith if it so chooses. The Owner agrees to release and discharge the Town and the Department from any and all claims or causes of action arising from the use of such photographs, including, without limitation, claims for libel or invasion of privacy.

17. **Modification and Amendment.**

This Agreement shall be construed under the laws of the State of New York, and may be modified or amended only by a written instrument executed by both the Owner and the Town.

18. **Attachments:**

The following attachments are hereby incorporated into this agreement and the Owner shall adhere to the provisions contained therein.

Attachment A – Scope of Work

Attachment B – Copy of Owner's Application for Town of North Hudson Main Street Revitalization Grant

Attachment C – Announcement of Availability of Funding (Announcement and Instructions)

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the day and year set forth above.

**TOWN**

**OWNER**

Signature → \_\_\_\_\_

Signature → \_\_\_\_\_

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:

