

VILLAGE OF PORT CHESTER MAIN STREET GRANT AGREEMENT

This Grant Agreement is made this        day of                2010, between \_\_\_\_\_ with property located at \_\_\_\_\_

\_\_\_\_\_, Port Chester NY 10573, (herein referred to as the Owner) and the Village of Port Chester Village Hall, 222 Grace Church Street, Port Chester , NY 10573 (herein VPC)

WITNESSETH:

- A. The VPC agrees to grant to the Owner New York Main Street (NYMS) grant funds contingent upon the Owner entering into a Construction Contract with the selected contractor(s) (contractor) for façade work as specified on the attached bid/quote(s) (Attachment A).
- B. The entire project is as summarized on Attachment A. no changes or additions may be made unless agreed in writing by both the Owner and the VPC.
- C. The project cost in the amount of \$\_\_\_\_\_ will be funded as follows:
  - 1. NYMS Façade Renovation grant in the amount of \$\_\_\_\_\_
  - 2. Owner's contribution in the amount of \$\_\_\_\_\_.
- D. Owner acknowledges that façade grants require a dollar for dollar match and that at least half of the matching amount is required to come from the Owner. Owner is required to demonstrate they have the resources to finance their contribution.
- E. As this reimbursement grant award and the Owner is responsible for paying for all construction work up front. Grant payment will be made once work has been satisfactorily completed and the contractor paid. All interim financing will be from the Owner. Grant payments will be issued as two-party checks once the grant funds have been received from New York State Department of Housing and Community Renewal.
- F. The contracts for work-to-be-completed will be signed by Owner and the contractor. At the time of final inspection, all substantial work must be completed before final payment can be processed. The contractor and the Owner will sign a final inspection form requiring the contractor to make all repairs to work performed under this agreement for one year after the project is done, and will require the contractor to provide a release that all work and materials are free of any and all liens.

- G. Owner acknowledges that the following documentation must be supplied to the VPC with each request for reimbursement: contractor invoices on letterhead which include the date of work, the location work was done, the dollar cost of the work and a brief indication of the type of work done. IF the VPC is satisfied that these improvements have been made to the property and paid by Owner, a reimbursement of half that amount may be paid up to a project maximum of the NYMS Façade Renovation grant amount in Paragraph C.
- H. Owner consents to the VPC's Façade Program Committee to inspect work in progress at any point and will inspect the subject property, at a minimum each time a request for reimbursement is filed. Before a final payment can be made, a final inspection will be required. The Façade Program Committee and the VPC Building Inspector will verify that the work was completed. VPC reserves the right to cancel this Grant Agreement if the work being done is not consistent with the agreed scope of work, or problems arise with the workmanship.
- I. Owner agrees to the placement of a poster at the construction site identifying the participation of the Governor of the State of New York and the NYMS program, and that the poster will be left up during construction and for 90 days thereafter.
- J. Owner certifies that there are no outstanding Code violations against the property at \_\_\_\_\_, and no known health and safety issues.
- K. All work shall comply with all relevant codes and ordinances. Owner is responsible for obtaining all building permits and other permits and approvals required by the VPC. As a participant in this program, Owner is required to pay for the ARB review fee if ARB review is required.
- L. Lead safe work practices and clearances are required in the event of a window replacement in a unit that contains a residence.
- M. Any asbestos-containing materials disturbed are required to be handled and disposed of in accordance with the NYS Department of Labor requirements at 12NYCRR part 56.
- N. Owner agrees to ensure that the property's façade improvements, (i.e. the work done under this agreement) are maintained in good condition for a period of seven (7) years. If the property is sold or transferred during the seven years, the new owner must agree to assume the responsibility for maintaining façade improvements. In the event of non-compliance, the property owner will be required to repay a pro-rated share of the grant funds in accordance with a simple annual declining balance, based on the seven year enforcement period. When executing this Grant Agreement, Owner agrees to execute the

attached Declaration (Attachment B) which shall be filed in the Westchester County Clerk's Office.

- O. Owner agrees to sign the attached NYMS Property Release Form (Attachment C) to allow the publication of photographs of the assisted property for promotional or public relation purposes.

\_\_\_\_\_  
Property Owner Signature

\_\_\_\_\_  
Christopher Russo, Village Manager  
Village of Port Chester

\_\_\_\_\_  
Property Owner Name

\_\_\_\_\_  
Property Owner Address