



ANDREW M. CUOMO
GOVERNOR

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COMMISSIONER/CEO

NEW YORK STATE
DIVISION OF HOUSING
& COMMUNITY
RENEWAL

February 10, 2015

HOUSING
TRUST FUND
CORPORATION

STATE OF
NEW YORK MORTGAGE
AGENCY

NEW YORK STATE
HOUSING FINANCE
AGENCY

NEW YORK STATE
AFFORDABLE HOUSING
CORPORATION

STATE OF
NEW YORK MUNICIPAL
BOND BANK AGENCY

TOBACCO SETTLEMENT
FINANCING
CORPORATION

Ms. Josephine Matela
President
Greater Brockport Development Corporation
76 Adams Street
Brockport, New York 14220

Re: New York Main Street Technical Assistance Grant Agreement
SHARS ID: 20140107
CFA ID: 43457

Dear Ms. Matela:

Enclosed is a fully executed grant agreement for the above-referenced 2014 Regional Economic Development Council (REDC) funded New York Main Street Technical Assistance (NYMS-TA) program grant. Retain this document in your records for reference, as the Grant Agreement and attached Schedule A will provide valuable grant implementation and grant administration guidance.

We look forward to working together to successfully achieve the goals of your New York Main Street Technical Assistance Project. Please contact me at 518-474-2057 or crystal.loffler@nyshcr.org with any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Crystal Loffler", written over a horizontal line.

Crystal Loffler
Director, New York Main Street Program
Office of Community Renewal

cc: VIA ELECTRONIC MAIL: NO HARD COPY TO FOLLOW
Crystal Loffler, NYMS Program Director, Office of Community Renewal

NEW YORK MAIN STREET TECHNICAL ASSISTANCE PROGRAM
GRANT AGREEMENT

This **AGREEMENT** is made effective as of the 11th day of December 2014, by and between the Housing Trust Fund Corporation ("Corporation"), a public benefit corporation created and existing as a subsidiary of the New York State Housing Finance Agency pursuant to Section 45-a of the New York Private Housing Finance Law (the "PHFL"), with an office at 38-40 State Street, Hampton Plaza, 4th Floor, Albany, New York 12207, and Greater Brockport Development Corporation ("Recipient"), a not-for-profit corporation organized pursuant to the Not-For-Profit Corporation Law of the State of New York or a unit of general local government, having its principal place of business at 18 State Street, Brockport, New York.

WITNESSETH:

WHEREAS, pursuant to PHFL Article XXVI and the regulations promulgated thereunder ("Statute"), the Corporation is authorized to enter into contracts to provide grants to qualified community based not-for-profit corporations and units of local government for the revitalization of eligible main street and surrounding downtown areas under the New York Main Street program ("NYMS"); and

WHEREAS, the Recipient has applied to the Corporation for NYMS funds to administer a local NYMS technical assistance program ("Program") as described in the Recipient's 2014 Funding Round application; and

WHEREAS, the Corporation has selected the Recipient to receive an award of NYMS funds to be used for eligible costs to complete the Program ("Program Costs"), in consideration of, among other things, the Recipient undertaking to comply with all the terms and conditions of this Agreement, the Statute, and the Corporation's applicable rules, regulations, policies and procedures, as amended from time to time.

NOW, THEREFORE, in furtherance of the Project, and for the consideration herein provided, the parties do mutually covenant and agree as follows:

1. Scope of Work.

The Recipient shall (a) complete the Program in accordance with the Recipient's approved application ("Application"), which is incorporated herein and summarized in Awarded Budget & Projected Accomplishments attached as **Schedule A**, and (b) adhere to the Awarded Budget reflected in **Schedule A**. The Recipient represents that it has obtained the managerial and technical capability necessary to undertake and perform the program in a satisfactory manner.

2. Term.

The period of performance for all activities assisted pursuant to this Agreement shall be twenty-four (24) months commencing on the effective date of this Agreement and ending on December 10, 2016, ("Term"), unless sooner terminated as provided for herein.

3. Project Costs.

The maximum amount of NYMS funds to be provided to the Recipient is Nineteen Thousand Dollars (\$19,000.00). The Corporation agrees to reimburse the Recipient for Program Costs described in the Application and the Schedule A. Program Costs shall not exceed the amount of NYMS funds available. Any modification, amendment or rescission of Program Costs must be requested in writing, and approved in writing by the Corporation.

4. Environmental Review

Prior to the formal commitment or expenditure of NYMS program funds, the environmental effects of each activity must be assessed in accordance with the State Environmental Quality Review Act (SEQRA) at 6 NYCRR Part 617. Recipient must submit Environmental Review documents as required by Housing Trust Fund Corporation in a timely manner following grant agreement execution. Housing Trust Fund Corporation will issue a notice to proceed following the submission of complete and accurate Environmental Review documents. Grant activities shall not begin prior to receipt of this notice.

5. Reports.

During the Term the Recipient shall, at such times and in such form as the Corporation may require, furnish the Corporation with periodic reports pertaining to the Program, and the costs and obligations incurred in connection therewith, and any other matters covered by this Agreement.

6. Records.

The Recipient shall keep and maintain complete and accurate books, records and other documents as shall be required under applicable State and federal rules and regulations, and as may be requested by the Corporation to reflect and fully disclose all transactions relating to the receipt and expenditure of NYMS funds and administration of the Program. All such books, records and other documents shall be available for inspection, copying and audit at all reasonable times by any duly authorized representative of the State or Federal Government.

7. Performance Review.

The Corporation will conduct periodic reviews in such manner and at such times as it shall determine for the purpose, among other things, of ascertaining the quality and quantity of the Recipient's activities, as well as their conformity to the provisions of this Agreement, and the financial integrity and efficiency of the Recipient.

8. Notice of Investigation or Default.

The Recipient shall notify the Corporation within five (5) calendar days after obtaining knowledge of: (i) the commencement of any investigation or audit of its activities by any governmental agency; or (ii) the alleged default by the Recipient under any mortgage, deed of trust, security agreement, Loan agreement or credit instrument executed in connection with the Program; or (iii) the allegation of ineligible activities, misuse of NYMS funds, or failure to comply with the terms of the Recipient's approved application. Upon receipt of such notification, the Corporation may, in its discretion, withhold or suspend payment of NYMS funds for a reasonable period of time while it conducts a review of the Program's activities and expenditures.

9. Supporting Documentation.

All expenditures made from NYMS funds pursuant to this Agreement shall be supported by

written bids, written contracts, billings, bank documents and any other documentation that the Corporation may request in order to establish that such NYMS funds have been used in accordance with the terms of this Agreement.

10. Disbursement.

The Recipient shall submit to the Corporation requests for disbursements in such form and manner and at such times as the Corporation may require. The Recipient shall not request disbursement of funds under this Agreement until the funds are needed for payment of incurred eligible costs. Each such request shall (a) state the amount requested to be disbursed; (b) be certified by an officer of the Recipient; and (c) constitute an affirmation that the representations and warranties contained in Section 11 hereof remain true and correct on the date thereof. All NYMS funds paid to the Recipient shall be disbursed to the contractor or vendor within five (5) business days of receipt, except where such funds are to reimburse the Recipient for payments already disbursed to the contractor or vendor. In its discretion, the Corporation may make such disbursements, directly to the contractor or vendor, and the execution of this Agreement by the Recipient shall constitute an irrevocable direction and authorization to so disburse the funds. No further direction or authorization from the Recipient shall be necessary to warrant such direct disbursement, and all such disbursements shall satisfy, pro tanto, the obligations of the Corporation. The Corporation shall have no obligation to make disbursements for items other than eligible Program Costs, as herein defined.

11. Representations and Warranties.

The Recipient represents and warrants to the Corporation that:

(a) It is, as of the date hereof, and has been for at least one (1) year prior to the execution of this Agreement, duly organized, validly existing and in good standing under the Not-for-Profit Corporation Law of the State of New York and is authorized to enter into this Agreement and the transactions contemplated hereby; or it is, as of the date hereof, a unit of local government duly organized and validly existing under the laws of the State of New York and is authorized to enter into this Agreement and the transactions contemplated hereby.

(b) If applicable, it has secured commitments for such additional funds sufficient to complete the Program and that the source of such funds is specified in the Awarded Budget.

(c) There is no pending or threatened litigation that might affect the Recipient's ability to comply with this Agreement or complete the Program.

(d) The transactions contemplated hereby do not violate any applicable law or the certificate of incorporation, charter, by-laws or any other legal instrument affecting the Recipient.

(e) The Project, to the extent necessary, has been approved by all governmental authorities which have jurisdiction over the Recipient, the Program or any activities performed in connection therewith.

(f) The Schedule A and any other information contained herein or heretofore provided to the Corporation by the Recipient is true and correct in all respects, and accurately represent the condition of the Project and of the Recipient as of the respective dates thereof, no materially adverse change has occurred in the condition of the Project or the financial conditions of the Recipient since the respective dates thereof, and the Recipient has neither received, nor made application for nor received commitments for, any additional grants or loans, other than those specified in the Awarded Budget.

(g) There is no default on the part of the Recipient under this Agreement or under any other instrument executed in connection with the Program or with any other program funded by New York State Homes and Community Renewal or the Corporation, and no event has occurred and

is continuing which notice or the passage of time would constitute an event of default thereunder.

(h) This Agreement and all other instruments executed in connection with the Program will be, upon execution thereof, legal, valid and binding instruments enforceable against the Recipient in accordance with their terms.

12. Covenants of the Recipient.

The Recipient covenants as follows:

(a) It will comply promptly with any Requirement and furnish the Corporation, upon request, with official searches made by any governmental authority.

(b) It will cause all conditions hereof to be satisfied in a timely manner and will comply with all Program requirements and guidelines, as well as any applicable State and Federal laws and regulations, as amended.

(c) It will, upon demand, correct any defect in the Program or any departure from the Schedule A not approved by the Corporation. The disbursement of any NYMS funds hereunder shall not constitute a waiver of the Corporation's rights to require compliance with this covenant with respect to any such defects or departures from the Schedule A.

(d) It will identify New York State Homes and Community Renewal (HCR) and Housing Trust Fund Corporation (HTFC) as the funding source on all documents and materials produced using NYMS funds.

(e) It will provide copies of the materials of the materials produced to Housing Trust Fund Corporation upon project completion, and prior to requesting reimbursement.

(f) It will execute all such instruments and documents that the Corporation may require for the purpose of effectuating the provisions of this Agreement.

13. Insurance.

During the Term, the Recipient shall take all adequate measures to safeguard against the risk of liability for injuries or death of employees of the Recipient, contractors and subcontractors, and of any other persons. The Recipient shall provide the Corporation with an insurance certificate for comprehensive general liability coverage in a minimum amount of one million dollars naming the Corporation and the State of New York as additional insureds, together with certificates for automobile insurance (if applicable), fire insurance, worker's compensation and disability benefits. All certificates shall be with a New York State licensed carrier of insurance. Within two (2) business days of having received any notice of non-renewal, cancellation, termination, or rescindment for any type of insurance required herein, the Recipient shall provide the Corporation with a copy of such notice, either by facsimile or email (in pdf format) to the signatory hereof, together with an explanation of any efforts taken to reinstate such coverage. The Recipient may not cancel, terminate or fail to renew any insurance policy required herein, unless and until the Recipient has received the Corporation's written consent thereto.

14. Contract Supervision.

It is agreed that the services to be performed under this Agreement shall be subject to the overall administration, supervision and direction of the Corporation and that the Corporation may periodically call meetings which shall be attended by Recipient.

15. Required Cooperation.

The Recipient agrees to cooperate with the Corporation for all of the purposes of this Agreement in order to assure the expeditious and satisfactory completion of the Program. The Recipient also

agrees to complete promptly all forms and reports as may from time to time be required by the Corporation and/or the State of New York in the proper administration and performance of said services. The Recipient further agrees that the Corporation may modify this Agreement as may be deemed necessary by the Corporation, to best make use of the Corporation's funding sources available for this Program. Materials produced are property of the Corporation, and the Corporation reserves the right to modify and distribute such materials.

16. Default.

(a) If an Event of Default as defined below shall occur, all obligations on the part of the Corporation to make any further payment of NYMS funds shall, if the Corporation so elects, terminate and the Corporation may, in its discretion, exercise any of the remedies set forth herein; provided, however, that the Corporation 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 Recipient fails, in the opinion of the Corporation, 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 Corporation;

(ii) if at any time any representation or warranty made by the Recipient shall be incorrect or materially misleading;

(iii) if the Recipient has failed to commence the Program in a timely fashion or has failed to complete the Program within the Term.

(c) Upon the happening of an Event of Default, the Corporation 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 Corporation from pursuing any other remedies contained herein or otherwise provided at law or in equity:

(i) Terminate this Agreement, provided that the Recipient is given at least thirty (30) days prior written notice.

(ii) Commence a legal or equitable action to enforce performance of this Agreement.

(iii) Withhold or suspend payment of NYMS funds.

(iv) Exercise any corrective or remedial action, to include, but not be limited to, advising the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or requiring the Recipient to reimburse the Corporation for the amount of NYMS funds expended or used in an unauthorized manner or for an unauthorized purpose.

(d) In the event this Agreement is terminated by the Corporation for any reason, or upon the closeout of the Program, unless the Recipient obtains the prior written consent of the Corporation to the contrary, all unspent NYMS funds held by the Recipient shall immediately be turned over to the Corporation, and the Corporation shall have no further liability or obligation under this Agreement; provided, however, that nothing herein is intended to relieve the Corporation of its obligation to pay for services properly performed by the Recipient prior to such termination. Notwithstanding any such termination or closeout, the Recipient shall remain liable to the Corporation for any unspent NYMS funds, the expenditure or use of NYMS 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 Recipient. The Corporation 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 NYMS funds which are unspent, expended or used in an unauthorized manner or for an unauthorized purpose.

17. Indemnification.

To the fullest extent permitted by law, the Recipient shall defend, indemnify and hold harmless the Corporation and its agents and employees from and against any and all claims, actions, damages, losses, expenses and costs of every nature and kind, including reasonable attorneys' fees, incurred by or asserted or imposed against the Corporation, as a result of or in connection with the Program. All money expended by the Corporation as a result of such claims, actions, damages, losses, expenses and costs, together with interest at a rate not to exceed the maximum interest rate permitted by law, shall be immediately and without notice due and payable by the Recipient to the Corporation.

18. No Commitment Beyond Term.

The Recipient shall not enter into any contract, lease, loan or other agreement, the terms or effect of which shall commit the use of NYMS funds received pursuant to this Agreement for a period prior to commencement of the Term or subsequent to the termination of this Agreement, unless the Recipient obtains the prior written consent of the Corporation. The Recipient shall follow a formal procedure approved by the Corporation in soliciting and entering into contracts, leases and/or agreements which will be paid with NYMS funds under this Agreement.

19. Assignment.

The Recipient may not assign any right granted to it under this Agreement or delegate any obligation imposed on the Recipient herein without the prior written consent of the Corporation, and any purported assignment or delegation without the Corporation's prior written consent shall be void. No such assignment or delegation consented to by the Corporation shall be effective until the proposed assignee or delegatee (the "Assignee"), as the case may be, shall execute, acknowledge and deliver to the Corporation an agreement pursuant to which the Assignee shall assume the obligations imposed on the Recipient by this Agreement. This Agreement shall inure to the benefit of the successors and permitted assigns of the parties hereto.

20. Miscellaneous.

(a) All notices or other communications with respect to the subject matter of this Agreement shall be in writing and shall be deemed to have been given when personally delivered or sent by certified mail, return receipt requested, to the parties at the addresses first set out herein, or at such other address of which the receiving party shall have notified the sending party, except that notice of such change or address shall be deemed to have been given when it is received.

(b) No action shall lie or be maintained against the State or the Corporation upon any claim based upon or arising out of this Agreement or the work performed hereunder or anything done in connection herewith, unless such action shall be commenced within six (6) months after the termination of this Agreement, or one year from the accrual of the cause of action, whichever is earlier.

(c) If any provision of this Agreement or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application thereof to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision shall be valid and enforceable to the fullest extent permitted by law.

(d) Any action to be taken or consents to be given by the Corporation hereunder may be taken or given by a representative or agent designated by the Corporation for such purpose. All consents and approvals to be given by the Corporation hereunder must be in writing.

- (e) The captions and headings of the various sections herein are for convenience only and do not, and shall not be deemed to, define, limit or construe the contents of such sections.
- (f) This Agreement, including the attached schedules, constitutes the entire agreement between the parties and supersedes all prior oral and written agreements with respect to the Program.
- (g) This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of New York.

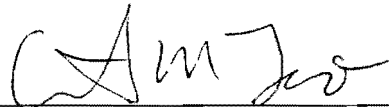
21. Schedules.

The following schedules are hereby incorporated into this Agreement and the Recipient, shall adhere to the provisions contained therein.

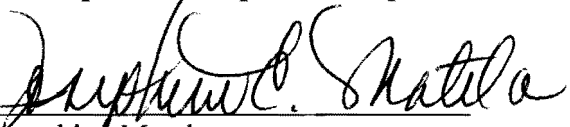
Schedule A - Awarded Budget & Projected Accomplishments

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

Housing Trust Fund Corporation

By: 
Name: Christian M. Leo
Title: Vice President

Greater Brockport Development Corporation

By: 
Name: Josephine Matela
Title: President

Schedule A
2014 Awarded Budget & Projected Accomplishments
Greater Brockport Development Corporation
60 Clinton Feasibility Study

SHARS ID: 20140107
CFA ID: 43457

Award Budget

Funding Source	Amount
New York Main Street Technical Assistance (NYMS-TA) Award	\$19,000
Other Sources	\$1,000

Projected Accomplishments

Activity and Deliverable(s)	Start Date	Estimated Completion Date	Cost	NYMS-TA Cost	Estimated Payment Request Date
Procure for Professional Services - RFP for professional services to complete required project components.	02/01/15	03/01/15	-	-	N/A
Basic Market Analysis: Determine Feasible Uses - Market Analysis Report	03/01/15	04/30/15	\$2,500	\$2,375	05/15/15
Building/Site Analysis: Architectural/Structural/Site - Concept drawings and preliminary cost estimates	04/30/15	06/30/15	\$15,500	\$11,875	07/15/15
Pro-forma and Financial Analysis - Pro-forma and Financial Analysis Report	07/15/15	08/31/15	\$2,500	\$2,375	09/15/15
Funding Opportunities, Partnerships & Marketing - Funding Opportunities Report, Market Brochure	09/15/15	10/30/15	\$2,500	\$2,375	11/15/15
Total			\$20,000	\$19,000	

Program Compliance

The term Local Program Administrator or LPA shall refer to Greater Brockport Development Corporation, the recipient of Housing Trust Fund Corporation (HTFC) NYMS program funds.

- The LPA must endeavor to meet the Projected Accomplishments. Any defect or departure from the proposal must be requested and approved in writing.
- NYMS-TA funds may only be requested for reimbursement for eligible project costs incurred within the grant period pursuant to the NYMS-TA grant agreement. Prior to commencing the project, the LPAs must review the eligible work items, project budget, and project timeline with OCR staff. The NYMS-TA program operates fully as a reimbursement program and payment will be made only upon satisfactory completion of identified deliverables.
- NYMS-TA Projects require a minimum of 5% cash match, in-kind match is ineligible. Requests for NYMS-TA funds shall not exceed 95% of the total project cost documented by invoices and payments.