



Nazareth Economic Development CIPP Facade Grant Program
REIMBURSEMENT AGREEMENT

THIS AGREEMENT is made this _____ day of _____ 20__, by and between _____
@ _____ (hereinafter referred to as "Grantee") and The Nazareth Economic Development
Commission (hereinafter referred to as "NEDC").

RELEVANT FACTS

- A. The Nazareth Economic Development Commission, with funding provided by the Northampton County Department of Community & Economic Development (NCDDCED), is making grants to eligible grantees to reimburse facade improvements in the Borough of Nazareth, up to a maximum of \$10,000.00 per property (hereinafter referred to as the "Program").
- B. The Program is to be administered in part by the NEDC and the Nazareth Downtown Manager, and Grantee has submitted its application, been awarded a Grant, and received a Notice to Proceed, pursuant to the terms and conditions of the Program. One such condition is the execution of this Reimbursement Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements, the parties hereto, intending to be legally bound hereby agree as follows:

1. The total amount of the matching grant awarded to the Grantee for the scope of work set forth in Exhibit A, attached hereto and made a part hereof, shall not exceed \$10,000.00 for eligible reimbursable expenses, as set forth in Grantee's application. Any expenditure made by the Grantee not in accordance with the terms of this Agreement may be disapproved, and the grant payment to the Grantee shall be reduced accordingly.
2. In the event modifications to the design and project as submitted in Grantee's approved application are required, Grantee shall submit change orders to the Nazareth Downtown Manager. Grantee must obtain approval from the Nazareth Economic Development Commission prior to conducting any activity that in any way modifies the agreed upon scope or cost of the project approved for the grant. Failure to obtain such approval prior to commencing work on the modified project shall relieve the NEDC from any obligation hereunder to make any grant payment to the Grantee. All change orders shall be submitted in writing by Grantee to the Nazareth Economic Development Commission and all financial records relating to the project shall be retained by Grantee for a period of not less than three (3) years from the date reimbursement is made to Grantee pursuant to the Program and this Agreement.
3. Upon completion of the project, Grantee will submit to the NEDC documentation that is sufficient to substantiate the total and final cost of the project in order to receive the Program matching grant. The



Grantee shall also submit to the NEDC supporting documentation that substantiates that the project is complete, including but not limited to certificates of completion, photographs of the completed project, final invoice and cancelled check. All such documentation will be submitted through the Nazareth Economic Development Commission.

4. Grantee shall be entitled to reimbursement of the eligible costs of facade projects on the basis of \$1 for \$1 match of such expenses paid for by the Grantee up to a maximum as set forth in paragraph 1 above. Reimbursement shall be made to Grantee within ninety (90) days of receipt of the documentation identified in paragraph 3 above.
5. Grantee represents and warrants that:
 - (a) it has or will submit copies of all required permits and approvals to the NEDC prior to commencing work on the project; and
 - (b) it is current on all State, County, School District and Local Municipal taxes.
6. Grantee agrees that it shall comply with all laws, regulations and ordinances of the Commonwealth of Pennsylvania and the Borough of Nazareth, applicable to the project, including but not limited to the Pennsylvania Department of Labor and Industry Prevailing Wage standards if the total cost of the project exceeds \$25,000, as well as all policies and procedures of the Program.
7. Grantee acknowledges and agrees that the Nazareth Economic Development Commission has complete discretion to approve and distribute the Program funds. At no time however shall the NEDC deny release of matching grant funds to an approved applicant who has otherwise met all its obligations pursuant to the Program, as set forth in the Program Policies and Procedures, and this Agreement.
8. Grantee acknowledges and agrees that the project must be completed within three (3) months from the date of the Notice to Proceed, otherwise, the grant awarded to the Grantee shall be forfeited. Grantee may request an extension of such three (3) month completion period through the Nazareth Economic Development Commission, who shall have the discretion to extend such three (3) month completion period.
9. Grantee agrees to display a promotional sign provided by the Program saying the project is partially funded by the Program. The sign will be displayed during construction of the project and for thirty (30) days after construction is complete.
10. This Agreement shall be construed and all of the rights, powers, and liabilities of the parties hereunder shall be determined in accordance with the laws of the Commonwealth of Pennsylvania, excluding any conflict of laws provisions. This Agreement including Exhibit A, and the Program Policies and Procedures, contain the entire understanding of the parties and supersedes all prior oral or written representations, statements or agreements between the parties.
11. This Agreement including Exhibit A may be amended or modified only by an instrument in writing signed by the authorized representatives of the parties hereto.



IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have executed this Agreement the day and year first above-written.

WITNESS:

(Print)

GRANTEE:

(Print)

ATTEST:

(Print)

Nazareth Economic Development Comm.

Elizabeth Judge Wyant, NEDC Manager