



Grant Agreement and Exhibit Overview July 2020



Emergency Round of Small Business Façade Improvement Program



1. Introduction



Chris Medve

Capitalize Albany Corporation Senior Economic Developer



Virginia Rawlins

Capitalize Albany Corporation Program Assistant



Nora Culhane

Capitalize Albany Corporation Program Assistant





- **1.** Grant Timeline
- 2. Review of Grant Agreement
- 3. Review of Exhibits
- 4. Notarizing Your Documents
- 5. Final Review
- 6. Questions



Emergency Round of Small Business Façade Improvement Program



1. Grant Timeline



July 2020 🗡

Emergency Round of Small Business Façade Improvement Program



2. Review of Grant Agreement

Today, we will be reviewing the following documents:

- Grant Agreement
- Exhibit A Small Business Façade Improvement Program Application
- Exhibit B Small Business Façade Improvement Program Guidelines
- Exhibit C Project Scope and Budget
- Exhibit D Project Completion Report
- Exhibit E Project Sign Specifications
- Exhibit F Media Release Form
- Exhibit G Non-Collusive Agreement for Grantee
- Exhibit G.2 Non-Collusive Agreement for Bidder
- Reimbursement Request Form
- Certificate of Insurance Form (Acord 25)





2. Review of Grant Agreement – Page One

Each grant agreement will be tailored specifically to:

- Your name/business entity
- Your business address
- Your award amount

Please review these items and make sure that they are accurate.

If you think there may be an error or a different person will be executing the grant agreement than the individual who is currently identified, please email: <u>cmedve@capitalizealbany.com</u> to request an edit.





2. Review of Grant Agreement – Page One

(third) WHEREAS, upon review of the Application, CAC has agreed to provide a Small Business Façade Improvement grant to reimburse Grantee for certain Grantee expenses in an amount not greater than <u>00</u> for completing a project ("Project") in compliance with (i) the terms and conditions of this Agreement; and (ii) CAC's applicable rules, regulations, policies and procedures, as amended from time to time, including but not limited to the "Small Business Façade Improvement Program Guidelines" (attached to this Agreement as Exhibit B, and made a part hereof); and

1. <u>Grant</u>. Subject to the terms and conditions of this Agreement and relying upon the representations and warranties contained herein, CAC agrees to make a grant to Grantee in an amount not to exceed ________ DOLLARS (\$______) ("Grant") for reimbursement of those Project-related expenses paid for by Grantee and approved by CAC ("Eligible Project Expenditures"). The Project shall conform to the CAC-approved Scope of Work attached as Exhibit C ("Project Scope of Work"). Exhibit C shall include a Project budget and schedule. The Grant shall be used by Grantee solely to reimburse Grantee for those Eligible Project Expenditures identified on Exhibit C.

Emergency Round of Small Business Façade Improvement Program





2. Review of Grant Agreement – Page One

2. Limitations on Use

- Grant funds shall be provided to reimburse Grantee solely for those Eligible Project Expenditures as described in Exhibit C.
- Note that Exhibit B provides guidance as to what expenditures qualify as "Qualifying (e.g. Eligible) Project Expenditures" and those which are "Ineligible Project Expenditures.
- CAC shall have complete discretion as to what is an "Eligible Project Expenditure" vs. "Ineligible Project Expenditure" and the expenditures for which Grantee shall be reimbursed or not reimbursed.
- CAC determinations on which Grantee expenditures are reimbursable are final and non-appealable.





2. Review of Grant Agreement – Page Two

3. Term

- The period of performance for all activities assisted pursuant to this Agreement shall be twelve (12) months commencing on the Effective Date ("Term"), unless sooner terminated or modified as provided for herein.
- Additional time limits, and consequences for Grantee's failure to meet such time limits, for certain Grantee performance milestones are specified in Exhibit B (contained within the section "Upon Approval").

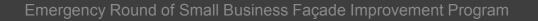




2. Review of Grant Agreement – Page Two

6. Requirements for Contractor Selection

- The Grantee is required to obtain at least one estimate, but preferably three estimates, for each separate aspect of the construction project (including professional services) of the Project, as detailed in Exhibit B or as required by Capitalize Albany, to establish the reasonableness of Project costs.
- As part of the application process, you have already obtained an estimate for your repairs, we encourage you to obtain additional estimates and to help ensure that you are getting the best value.
- All contractors providing estimates must have equal access to relevant information, including information on the Project.
- The process shall be free of collusion, intimidation, and all improper bidding practices which attempt to restrict free and open competition and Grantee shall provide CAC with an executed non-collusion statement (form provided as Exhibit G) on execution of this Agreement.
- All quotes shall be received directly by Grantee and copies of such quotes will be provided to CAC as part of the application.





2. Review of Grant Agreement – Page Two

6. Requirements for Contractor Selection (continued)

- Grantee and/or family members of Grantee (or of anyone affiliated with Grantee) shall not be involved in the bidding process or performing Project work without obtaining CAC's prior written consent.
- The Grantee will be required to submit to CAC an itemized budget including items, quantity and costs for pre-approval to ensure reasonable rates.
- In cases where a Grantee or family member of a Grantee is authorized to perform Project work, the competitive process of obtaining multiple quotes detailed in section 5(a) above must be completed by Grantee for the purchase of all materials or any sub-contractors required for the Project. Grantee will be reimbursed only for the cost of "Qualifying Project Expenditures" as outlined in Exhibit B or contractors that have been hired through competitive bidding.
- The Program will not reimburse for the labor of Grantee, Grantee's family member or Grantee's employee(s). If this arrangement is ultimately approved by Capitalize Albany, the materials costs for repair will be considered an eligible expense
- Contractors cannot be changed during construction without CAC's written consent.





2. Review of Grant Agreement – Page Three

7. Disbursement of Grant Funds

Grant funds will be disbursed to Grantee for reimbursement of actual, eligible costs incurred, expended, and documented by Grantee, up to the full amount of the Grant.

To substantiate Project Costs, the Grantee must provide:

- written contracts (invoice)
- bank documents (proof of payment)
- copies of paid receipts or invoices for materials and labor (invoice)
- cancelled checks (proof of payment)
- Any lien releases,
- and any other documents deemed necessary by CAC to maintain effective internal controls

Each line item on the reimbursement request form will need the following:

- Invoice
- Proof of payment (credit card or debit statement, cancelled check, money order, digital payment platforms)
- PLEASE NOTE: Grantees shall NOT be reimbursed for ANY cash payments





2. Review of Grant Agreement – Page Three

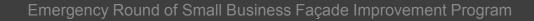
7. Disbursement of Grant Funds (continued)

Eligible receipts and invoices must, at a minimum, include:

- the invoice date,
- scope of work,
- contractor name and contact information,
- Eligible costs,
- and be marked as paid or a zero balance must be indicated.
- And the invoices must clearly indicate the nature of the expense and that the expense is related to the project

No Grant funds shall be disbursed to Grantee until:

- The reimbursement request and all necessary documentation is submitted and approved by Capitalize Albany
- the Project has received a Certificate of Occupancy from the City of Albany (if required, pursuant to Capitalize Albany's discretion)
- a final inspection of the Project has been completed by Capitalize Albany, its representative(s) or agent(s)
- the Project is open for business
- and the Project has met all requirements in this Agreement.
- PLEASE NOTE: Capitalize Albany shall determine at its sole discretion that the project is complete



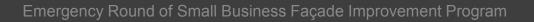


2. Review of Grant Agreement – Page Four

7. Disbursement of Grant Funds (continued)

Partial Reimbursement

- Under extenuating circumstances, Capitalize Albany may authorize reimbursement to be made in two payments:
- The first payment will be made once 50.0% of the total approved project costs have been incurred relating to the façade improvements
- The second and final payment will be made at project completion, or 100.0% of the total approved project costs incurred related to façade improvements as per this Grant Agreement.
- The grantee must submit a written request outlining the need for Partial Reimbursement and approval must be authorized by CAC in advance.
- Under no circumstances will grant funds be provided to an applicant prior to all necessary approvals and agreements being in place, project costs being incurred, and the applicable scope of the project completed.
- Grantee must submit the Grantee reimbursement request Exhibit D for both the first and final requested payments. The authorization and amount of partial reimbursement will be at the sole discretion of Capitalize Albany.







2. Review of Grant Agreement – Page Five

11. Compliance with Building Code and Zoning Requirements

Some of you may have had a sentence in your award letter that stated the following:

"pending the remediation of any current outstanding city tax/bill delinquencies and/or code violations, and prior to award reimbursement"

This means the following:

- The building you own or occupy has a code violation
- Your business has a code violation
- or you are delinquent on your city taxes or other city bill

You will not be able to receive your Certificate of Occupancy from the City of Albany's Department of Building and Codes until the violation has been remedied or cleared by The City of Albany.

Capitalize Albany will not be able to process your award until your code violations and/or city tax or city bill delinquencies have been remedied in full.







3. Review of Grant Agreement – Page Seven

19. Insurance

Grantee will obtain and maintain, at its own expense, commercial general liability insurance with a liability limit of no less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate, insuring against any claim or liability arising from or relating to the Project, and insuring against the losses and liabilities encompassed by Grantee indemnity obligations contained in paragraph 14 of this Agreement. Such policies shall name CAC as additional insured and shall contain a provision that forbids any cancellation, change or material alteration in the coverage without providing thirty (30) days written notice to CAC. Grantee will provide certificates of insurance to CAC upon execution of this Agreement.

This policy shall name:

- Capitalize Albany Corporation (21 Lodge Street, Albany, NY 12207)
- the City of Albany Capital Resource Corporation (21 Lodge Street, Albany, NY 12207)
- the Albany Community Development Agency (200 Henry Johnson Boulevard, Albany, NY 12210)

As additional insured and shall contain a provision that forbids any cancellation, change or material alteration in the coverage without providing thirty (30) days written notice to Capitalize Albany Corporation. Grantee will provide certificates of insurance to CAC upon execution of this Agreement.







3. Review of Exhibits

Screensharing the following documents:

- Exhibit A Small Business Façade Improvement Program Application
- Exhibit B Small Business Façade Improvement Program Guidelines
- Exhibit C Project Scope and Budget
- Exhibit D Project Completion Report
- Exhibit E Project Sign Specifications
- Exhibit F Media Release Form
- Exhibit G Non-Collusive Agreement for Grantee
- Exhibit G.2 Non-Collusive Agreement for Bidder
- Reimbursement Request Form
- Certificate of Insurance Form (Acord 25)



EXHIBIT C – PROJECT SCOPE OF WORK

Grantee shall work with CAC to develop a scope of work to be approved by CAC and added to this Agreement below.

A written scope of work is a program requirement. The scope of work must include specific descriptions and estimates for all work to be performed as part of the project and must also address:

- Any immediate health and safety concerns;
- The correction of code violations;
- Improvement of handicapped accessibility, where applicable;
- Consistency with local design guidelines; and
- Preservation of historical elements of the building.

Grantee is responsible for coordinating work write-ups with local code officials, the State Historic Preservation Office, and other regulators as required. If needed, additional experts must be consulted. Both CAC and the property owner must sign-off on the formal scope of work before the grantee is authorized to seek bids for the work.

Grantee shall work with CAC to develop a project budget to be approved by CAC and added to this Agreement below.

The project budget must be representative of the total project costs and consistent with the scope of work on the previous page.

PROJECT BUDGET				
USE OF FUNDS:	SOURCE OF FUNDS: Capitalize Albany Corporation Grant Award	Owner Equity*	Bank/Other:	TOTAL COSTS
TOTAL COSTS:				
	·			

*Owner equity for the Small Business Facade Improvement Program cannot include grants/loans from other organizations.

Grantee shall work with CAC to develop a project timeline to be approved by CAC and added to this Agreement below.

PROJECT TIMELINE								
	•	e project, with an anticipated date for reaching						
each milestone. Please include the	e target date for opening a	ind operating the business (if applicable).						
Sample Timeline:		Insert project specific information:						
Acquisition of building (or lease ex	(ecution):							
Acquire financing:								
Project construction:								
Project completion:								
Date Received Final CO:	Date Received Final CO:							
Opening date:								



EXHIBIT D – SMALL BUSINESS FAÇADE IMPROVEMENT PROGRAM PROJECT COMPLETION REPORT

Following the completion of the project, a Project Completion Report on your Small Business Façade Improvement Program project is <u>required and due within six months following the receipt of the Certificate of Occupancy</u>. All Small Business Façade Improvement Program grantees must complete and submit this Project Completion Form as part of a reimbursement request from the program. If the Project Completion Form is not received within six months following the receipt of the Certificate of Occupancy, CAC may terminate this Agreement with no liability to Grantee.

Thoughtful and complete Project Completion Reports are important to the Corporation as they help assess the effectiveness of grant programs, account for the expenditure of grant dollars and document the impact of projects in the community.

Please complete the section below, respond to the questions on the following pages, and attach all required supplemental documentation. Upon completion, please return your completed Project Completion Report to: Capitalize Albany Corporation, 21 Lodge Street, Albany, New York 12207 or development@CapitalizeAlbany.com.

Please note that Small Business Façade Improvement Program project awards are **recoverable and amortized over a period of two (2) years following the project completion date**.

Date of Final Report: ______ Date Received (for office use only): _____

Grantee Name:	
Federal Tax ID/EIN	Number:
Project Address:	

Person Completing This Report:

Name:	
Title:	
Phone:	
Email:	

1)	What date was construction completed? What date did the retail business open and begin operating?
21	What have been the results for the business of for 1 from have multiple leasting for this business, places
2)	What have been the results for the business so far? If you have multiple locations for this business, please provide a comparison. In your response, please provide details such as profit levels to date, monthly sales figures, typical number of customers on a weekly basis, etc. Where possible, please provide numeric values for any metrics.
3)	How would you describe your typical customer at the project location? What are your most popular products?
4)	What are the days and hours of operation? What are your peak days and hours of operation at the project location?
5)	Did this project create buzz? If so, how and what type of interest was generated?
-	

6) How have you been marketing and advertising your business at the project location?

7) What is your total number of permanent employees at the project location currently?

8) Please complete the below Final Project Budget to reflect the actual expenses for the project.

PROJECT BUDGET	_			
	SOURCE OF FUNDS:			
USE OF FUNDS:	Capitalize Albany Corporation	Owner Equity*	Bank/Other:	TOTAL COSTS:
	Grant Request			
TOTAL COSTS:				

Owner equity for the Small Business Façade Improvement Program cannot include grants/loans from other organizations.

Please attach the following to this Final Report:

• Before and after photographs of the project (submitted on a flash drive or via email)

Grantee certification:

I hereby certify to Capitalize Albany Corporation that all statements made and information provided in this Project Completion Report and supporting documents are true, complete, and accurate in all respects as of the stated date.

Signature:		Date:	
Authorized Signat	tory Name (print):		
Signatory Title:			

Upon completion, please return to:

Capitalize Albany Corporation 21 Lodge Street, Albany, New York 12207 <u>development@CapitalizeAlbany.com</u>.

If you have any questions about completing this report, please do not hesitate to contact us at (518) 434-2532.

EXHIBIT E – PROJECT SIGN SPECIFICATIONS

Grantee will display signage at the project location indicating participation in the Small Business Façade Improvement Program. All project signs shall meet the following master specification:

- 1. The sign shall be prepared by the staff of CAC and delivered to the Grantee.
- 2. The sign shall be posted on the site of the Project and shall be visible from the public street adjacent to the site of the Project. Sign shall be secure from vandalism.
- 3. The sign shall be installed in accordance with all laws and codes of the City of Albany.
- 4. The sign shall be maintained plumb, level and in good condition for the duration of the project
- 5. The sign shall be posted for a period beginning upon commencement of site work and ending no earlier than ninety (90) days following the Project Completion Date.

EXHIBIT F – MEDIA RELEASE FORM

For valuable consideration received, ______ (print name) ("Grantee"), provides Capitalize Albany Corporation ("CAC"), a permanent, unrestricted, irrevocable license to use, for any lawful purpose, any photographs or video footage taken of the project listed below (the "License").

Grantee releases and discharges CAC from any and all claims or causes of action arising from the use of such photographs and video pursuant to this License, including, without limitation, claims for libel or invasion of privacy. Furthermore, Grantee agrees to defend, indemnify and hold harmless CAC, CRC and their officers, director, employees, and agents from and against any claims, damages, losses and expenses of any kind whatsoever, including, but not limited to reasonable attorneys' fees, arising out, or in any way related to CAC's exercise of its rights under this License. This release is binding upon Grantee and Grantee's heirs, successors, and assigns.

Project Address:	
Signed:	
Printed Name:	
Title:	
Date:	
Witness:	(print name)
Signed:	u ,
Date:	

EXHIBIT G - NON-COLLUSIVE PROPOSAL CERTIFICATE (GRANTEE)

Grantee certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

1. The prices in the proposals submitted to CAC have been arrived at independently, without collusion, consolation, communication or agreement, for the purpose of restricting competition as to any matter relating to such prices with any other proposer or with any competitor; and

2. No attempt has been made or will be made by the Grantee to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. Additionally, Grantee has no knowledge of any attempt by another person to restrict competition.

Date			Signature
		Prin	ted Name and title
			Name of Firm
STATE OF NEW YORK)		
COUNTY OF ALBANY))SS.:		

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 evident to be the individual(s), whose name(s) is (are) subscribed to the within instrument and acknowledged to me that by 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/Commissioner of Deeds

EXHIBIT G.2 NON-COLLUSIVE PROPOSAL CERTIFICATE (BIDDERS) PURSUANT TO NEW YORK STATE GENERAL MUNICIPAL LAW SECTION 103-D

By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

1. The prices in the proposal have been arrived at independently, without collusion, consolation, communication or agreement, for the purpose of restricting competition as to any matter relating to such prices with any other proposer or with any competitor;

2. Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to the opening, directly or indirectly, to any other proposer or to any competitor; and

3. No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition. Additionally, proposer has no knowledge of any attempt by another person to restrict competition.

Date

Signature

Printed Name and title

Name of Firm

STATE OF NEW YORK)) COUNTY OF ALBANY)SS.:

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 evident to be the individual(s), whose name(s) is (are) subscribed to the within instrument and acknowledged to me that by 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/Commissioner of Deeds

SMALL BUSINESS FAÇADE IMPROVEMENT PROGRAM Reimbursement Request Cover Sheet						
Grantee Name:						
Grantee Mailing Address:						
City:			State:			Zip Code:
Project Name:						
Project Location:						
Project Date(s):						
Name and Phone Number of	Person Comp	leting This	Form:			
Payee certification: I hereby war which the entity named above (G requirements of the Grant Agreen expenses, and that the payment a Reimbursement Request Form(s) Albany Corporation does not dup other source.	rantee) is see ment betwee and/or reimbe for which it is	king payme n Capitalize ursement o s seeking pa	ent and/or r Albany Cor f expenditu ayment and	eimbursem poration ar res identifie /or reimbu	nent comp nd the Gr ed on the rsement f	ply with the antee, are eligible attached from Capitalize
Signature of Authorize					Date:	
Print Name	of Signatory:				Title:	
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			nents includ			
 with the reimbursement request. Project Final Report Supporting documentation & cancelled checks (1) Such verification/documentation is necessary for both requested reimbursement and necessary match, proving that grant disbursement will not exceed 50% of total project costs. (2) Receipts and/or invoices and/or cancelled checks must be provided to substantiate project costs. (3) Eligible receipts and invoices must, at a minimum, include the invoice date, scope of work, vendor name and contact information, cost, and be marked as paid or a zero balance must be indicated. (4) The invoices must clearly indicate the nature of the expense and that such expense is related to the approved project and grantee. Additional Information (specify below): 						
	FC	R OFFICE L	JSE ONLY			
Reviewer and Da	te Approved:					
Controller and Da	te Approved:			Amount A		
President/Vice President and Da				for Disbur	sement:	

	SMALL BUSINESS FAÇADE IMPROVEMENT PROGRAM Reimbursement Request Form									
G	rantee Name:			Small Business Façade Improver	nent Award (for o	ffice use only):				
P	Project Name:				Current Fu	nding Request:				
Invoice Date or Number		Proof of Payment: Check # or	Contractor/Vendor	Work Performed	Date Work Performed	Invoice Amount	Amount Requested through Grant			
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CERTIFICATE DOES NO BELOW. THIS CERTIFIC	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND COMFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.										
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4. Notarizing Your Documents - Grantee

GRANTEE

Зу:		
Signature)		
Print Name:		

Title:	
(Office or position)	

State of New York)
) SS:
County of Albany)

On the in the year before me, the undersigned, a Notary Public in and for said State, personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public





4. Notarizing Your Documents – Capitalize Albany

Capitalize Albany Corporation

Ву:		
(Signature)		
Print Name:_		

Title	:						
(Offi	се	or	pos	iti	on)	

State of New York)
) SS:
County of Albany)

On the in the year before me, the undersigned, a Notary Public in and for said State, personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public





5. Final Review

These are the exhibits and other documents that you will need to accompany the grant agreement:

- Exhibit C Project Scope and Budget
- Exhibit F Media Release Form
- Exhibit G Non-Collusive Agreement for Grantee
- Exhibit G.2 Non-Collusive Agreement for Bidder
- Certificate of Insurance Form (Acord 25)





6. Questions?

Please contact us at:

Chris Medve – <u>cmedve@capitalizealbany.com</u>

Virginia Rawlins – vrawlins@capitalizealbany.com

Nora Culhane – <u>nculhane@capitalizealbany.com</u>

OR

Phone: (518) 434-2532 Email: <u>development@capitalizealbany.com</u>



Emergency Round of Small Business Façade Improvement Program