



Arthur W. Hamlin
Manager, Economic Development

Project #:6139

July 29, 2022

Pamela Howard
Executive Director
Historic Albany Foundation, Inc.
89 Lexington Avenue
Albany, NY12206

Dear Pamela Howard:

Congratulations! Historic Albany Foundation, Inc.'s application for a grant from National Grid's Mainstreet Revitalization Program has been approved for your Van Ostrande-Radliff House Rehabilitation Project.

You have been awarded a grant of up to \$100,000. The program funding may only be used to offset 50% of costs associated with design, engineering, and construction costs related to the enhancement of a Main Street/Commercial District. The program also requires you to match these funds 1:1 with funding from sources other than National Grid. As indicated in the program application, grant funding is only released to you upon the successful completion of the project, as verified by National Grid.

National Grid's Economic Development Grant programs are available to customers as part of a current regulatory agreement with the New York State Public Service Commission (PSC). Under no circumstances will funding be released by National Grid without continued authorization to do so by the PSC.

Enclosed is a Project Funding Agreement. Please sign and return the agreement to:
Lynne.Hickman@nationalgrid.com

It is important that you return the signed agreement. We will return a fully-executed agreement to you for your file.

Upon completion of your project and to request payment you will need to do the following:

Log back into your account at www.ShovelReady.com and go to the Project Completion section:

- a. Fill out and upload the Certification of Project Completion Form and the Payment Requisition; and
- b. Upload all paid invoices and a brief final report describing what was done to achieve the goals outlined in your application.

We will be contacting you to insure compliance with the program, which may include one or more site visits. If you have questions or need more information regarding your grant, please contact Amanda Vitullo at .

Also, please contact us prior to issuing any press release or arranging for a news conference concerning this grant.

Again, congratulations on behalf of all of us at National Grid. We look forward to working with you.

Sincerely,

Arthur W. Hamlin
Manager, Economic Development

xc: Amanda Vitullo

nationalgrid

ECONOMIC DEVELOPMENT PROGRAM

PUBLIC CUSTOMER AGREEMENT

BETWEEN

**NIAGARA MOHAWK POWER CORPORATION
d/b/a NATIONAL GRID**

AND

HISTORIC ALBANY FOUNDATION, INC.
89 Lexington Avenue
Albany, NY 12206

Application Number: 6139

**300 Erie Boulevard West
Syracuse, New York 13202**

**ECONOMIC DEVELOPMENT PROGRAM
PUBLIC CUSTOMER/DEVELOPER AGREEMENT**

1. DEFINITIONS.

"Agreement" means this document and the Approved Online Application.

"Award Letter" means the letter that informs the Grantee that they have received approval of an Economic Development grant and the amount of that grant.

"Developer" means the entity receiving project funding under this Agreement.

"Project" means the activity described in the Approved Application.

"Program" means the NM Economic Development Program that is providing funding for the Project.

"Company" means Niagara Mohawk Power Corporation, d/b/a National Grid, or its successor or assign.

2. SCHEDULE. The Developer shall complete its Project by the dates set forth in the Approved Application, unless the Project is delayed by occurrences beyond the reasonable control of the Developer. Under no circumstances will funding be released by Niagara Mohawk Power Corporation, d/b/a National Grid, without continued authorization to do so by the New York State Public Service Commission.

3. COMPENSATION. The Project may be funded, in whole or in part, by Company. The Developer shall be responsible for all sums necessary to complete the Project not provided Company. The grant award shall be described in the Agreement and the Award Letter. Under no circumstances will funding be released by Niagara Mohawk Power Corporation, d/b/a National Grid, without continued authorization to do so by the New York State Public Service Commission.

4. PAYMENT. The Developer will advise Company of its completion of the Project. Company will conduct a site visit, inspect the work, determine its completion, and verify its compliance with Program requirements. If Company confirms that the Project has been completed and is in compliance with Program requirements, the parties will execute a Certificate of Project Completion and the Developer will submit a Payment Requisition form. Company will remit a check to the Developer in the amount of the Program grant stipulated in the Award Letter.

- Under certain conditions Customers in the following programs may be eligible for Progress Payments: Strategic Economic Development, Industrial Building Redevelopment, Capital Investment Incentive, Brownfield Redevelopment, 25 Cycle Investment Incentive, Energy Efficiency in Empire Zones and Dairy Industry Productivity. The Customer must

request a Progress Payment in writing on their letterhead prior to submittal of the Certificate of Progress Payment. Included in the request must be justification for the Progress Payment, all invoices and evidence that corresponding matching funds have been expended. Progress Payment requests are subject to approval by the Vice President Economic Development and the Sr. Vice President Business Services & Economic Development.

5. DEVELOPER REQUIREMENTS.

- The Developer agrees to conduct the Project in accordance with the Approved Application and Program requirements. If the Developer fails to do so, Company may require Developer to return all funding received.
- The Developer will cooperate fully with Company, and provide full information regarding its business and costs to the extent necessary to enable Company to evaluate the Project or determine whether Program funds should be remitted to the Developer. This cooperation shall include the Developer's designation of a representative with whom Company can interact on all matters related to this Agreement and whose decisions are binding on the Developer. If Developer provides false, inaccurate, misleading or otherwise deceptive information, Company may require Developer to return all funding received.
- The Developer will be required to complete a survey upon receipt of funding. Our regulatory requirements prohibit us from continuing to fund recipients who fail to fulfill reporting requirements.
- The Developer agrees to give credit to Company on any collateral materials produced as a result of funding received through the Program.

6. CHANGES. The Developer may request changes or amendments to the Agreement. Any such changes must be in a writing signed by the Developer and Company.

7. LIMITATION OF NM LIABILITY. NM MAKES NO WARRANTY WHATSOEVER, WHETHER STATUTORY, WRITTEN, ORAL, OR IMPLIED (INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR USE FOR A PARTICULAR PURPOSE) WITH RESPECT TO THE PROJECT.

To the fullest extent allowed by law, Company is exempt from any and all liability to the Developer for any damage, injuries, or losses of any nature, whether direct or indirect, special, consequential, incidental or otherwise, including, but not limited to, those arising out of, resulting from, or related to this Agreement and/or any Company actions pursuant or related to this Agreement or to the Program. The Developer releases Company, its directors, officers, employees, agents, successors and assigns, from any and all liabilities to the Developer.

8. TERMINATION. Any party to this Agreement may terminate this Agreement for convenience upon thirty (30) days written notice to the other party. Company may terminate the Agreement at any time for any nonconformance with a material term of this Agreement. Company may terminate the Agreement at any time for legislative, court or regulatory changes effecting its rates, tariffs or Economic Development Programs. In the event of any termination, no amount shall be paid or payable by Company for the Developer's termination

costs, including, but not limited to, costs associated with the transfer or termination of personnel or other contracts.

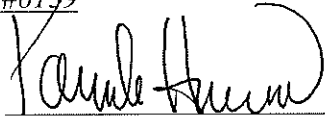
9. **ASSIGNMENT AND SUBCONTRACTING.** The Developer shall neither assign this Agreement, nor subcontract any portion of the work, nor assign any moneys payable under this Agreement, without first obtaining the written consent of Company. Company may reject any assignee, delegatee or other transferee, or any subcontractor, within its absolute discretion, that it considers unable or unsuitable to perform activities under this Agreement. Any Company – authorized assignment or subcontracting of this Agreement shall not relieve the Developer of the responsibility for full compliance with the requirements of this Agreement. The requirements of this Agreement shall be included in any subcontracts placed by the Developer.
10. **THIRD-PARTY BENEFICIARY.** The parties have no intent, and do not create any third-party rights or interest in this Agreement or in the Project.
11. **NOTICES.** Each party shall designate the name and address of that party's representative. Any legal or contractual notices required to be sent to either party shall be deemed duly sent when mailed to the intended party's designated representative by means of certified or registered mail, return receipt requested.
12. **WAIVER.** No term of this Agreement may be waived except in a writing signed by the parties.
13. **LAWS.** This Agreement shall be interpreted and enforced according to the laws of the State of New York, exclusive of those laws determined by application of New York's choice of law principles. All parties hereby consent to personal jurisdiction and venue in the courts in the State of New York.
14. **SEVERABILITY.** To the extent that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, it shall be severed from this Agreement without affecting the validity, legality or enforceability of the remaining provisions of the Agreement.
15. **INTEGRATION AND MERGER.** The parties agree that there are no understandings, agreements, or representations, expressed or implied, other than those expressed herein. This Agreement supersedes and merges all prior discussions and understandings, and constitutes the entire agreement between the parties.

IN WITNESS WHEREOF, the parties hereto agree to the terms and conditions of this Agreement, and agree to be bound by the same, and represent that their signatories have complete authority to sign and accept this Agreement.

HISTORIC ALBANY FOUNDATION, INC.

Project #6139

By:



Title:

Executive Director

Date:

8/2/22

NIAGARA MOHAWK POWER CORPORATION, D/B/A NATIONAL GRID

By:

Arthur W. Hamlin

Title: Manager, Economic Development

Date: