

**COHOES LOCAL DEVELOPMENT CORPORATION**  
**SMALL BUSINESS COVID 19 REOPENING GRANT**

**Purpose:**

In response to the COVID-19 impact on local businesses, the Cohoes Local Development Corporation is offering a Small Business COVID 19 Reopening Grant in an amount not to exceed \$5,000 to eligible independently owned and operated small businesses that were negatively impacted by the COVID-19 pandemic resulting from governmental orders to close or limit operations. The Cohoes Local Development Corporation's goal is to provide critical support to restaurants, bars, retail and service-based businesses across our City that are in the process of re-opening in accordance with new governmental guidelines. The funding for this program will be provided by the Cohoes Local Development Corporation and will be administered by the Cohoes Local Development Corporation.

**Proposal:**

- Provide immediate assistance up to \$5,000 to impacted eligible businesses.
- Target small restaurants, bars, retail and service-based business operating within physical structures located in the City of Cohoes.
- Allow flexible use of the funds for small business-critical operating, capital and health and safety needs.

**ELIGIBLE SMALL BUSINESSES:**

- Locally owned and independently operated business
- Must be physically located within the City of Cohoes
- Must have 25 or fewer Full Time Equivalent Employees
- Must affirm a loss of revenue due to COVID-19
- Must not have any outstanding fees, payments or taxes due to the City of Cohoes
- Must not have any existing City Code Violations
- Small Businesses must have been a viable business prior to the COVID-19 pandemic

**Eligible Defined Businesses Include:**

- Small Restaurants including full-service, limited service, and café establishments
- Bars and Taverns
- Small Retail (physical brick and mortar establishments selling merchandise)
- Coffee Shops
- Hair, beauty and other personal services
- Personal and household goods, repairs and maintenance
- Laundry services
- Cleaning Services
- Pet Care
- Fitness centers and gyms
- Small Event spaces and service

**Eligible Use of Funds:**

- COVID-19 Personal Protection Equipment
- Expenses directly related to software, equipment and physical improvements needed to accomplish any health, safety and social distancing initiatives or identified standards related to COVID-19
- Payroll
- Utilities
- Retention of Equipment
- Sales, General and Administrative expenses deemed critical for business operations such as inventory, supplies and materials.

**Ineligible Small Businesses:**

- Independent Stylist/Barbers who do not own the Salon/Shop where they provide services
- Home-Based and/or Mobile Businesses
- Non-Profit/Not-for-Profit Businesses
- Professional Services (Architects, Accountants, Engineers, Landscape Architects, Interior Designers, Medical) including all sub-specialties and others requiring professional licensing.

Cohoes Local Development Corporation  
**REOPEN COHOES Grant Program**

Business Information		Owner (Applicant) Information	
Business Name		Owner Name	
Business Address		Home Address	
State, Zip		State, Zip	
Type of Business	(Circle One) Retail Personal Services Restaurant/Bar/Cafe Property Services	Email Address	
Date Business Opened		Phone Number	
		<b>Grant Eligibility Amount (ADMIN ONLY)</b>	

**Declaration of Business Owner (Applicant): I certify that the Business location identified above**

Is located within the municipal boundary of the City of Cohoes	
Is not operating as a Non-Profit, Not-for-Profit, 501 C3, or 501 C6	
Does not have unpaid City of Cohoes taxes or fees	
Does not have City of Cohoes code/regulation violations that have resulted in outstanding fines or liens	
Has recorded losses related to Covid-19 equal to a 25 % reduction of gross revenues	
Have you been in business since September 1, 2019?	

Been approved for any COVID 19 Loan	HAS		HAS NOT	
Received financial awards through the SBA PPP or EIDL	HAS		HAS NOT	
Total Amount Awarded from PPP and EIDL (if over \$5000 may not be eligible)			(enter amount)	

**Will expend any grant funds awarded on the following business expenses (check all that apply):**

PPE (Personal Protection Equipment)	Any accommodations for health and safety initiatives or mandates related to COVID-19, including facilitating social distancing restrictions	Operating Expenses: (Utilities, Cleaning, Maintenance, Inventory/Supplies)	Real and Personal Property Expenses: (Taxes, Mortgage, Lease, Equipment Rental, Other)

**Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.**

I understand that should any answers be identified as false my application will be determined null and void. I accept that all documentation submitted for Program shall be considered Public Record.

\_\_\_\_\_  
**Applicant Name**

\_\_\_\_\_  
**Applicant Signature**

\_\_\_\_\_  
**Date of Application**

**REOPEN COHOES Grant Program**  
**GRANT AGREEMENT**

THIS AGREEMENT, entered into on \_\_\_\_\_ (“Effective Date), by and between the CLDC of Cohoes Local Development Corporation, herein after referred to as “CLDC,” and \_\_\_\_\_, herein referred to as “GRANTEE,” governs the disbursement and use of (\_\_\_\_\_) in grant funds to be received by GRANTEE from the CLDC’s Small Business and Safety Assistance Program, which is administered by the CLDC Office of Economic Development.

**WITNESSETH:**

**WHEREAS**, on March 7, 2020 the Governor of the State of New York issued Executive Order # 202 in which the Governor declared a State of Emergency in the State of New York due to the COVID-19 pandemic; and

**WHEREAS**, the Cohoes Local Development Corporation has recognized the ongoing strain the COVID-19 pandemic has put on the local economy, and many small, local businesses have suffered greatly due to the effects of the COVID-19 pandemic and would benefit from grant funds to use for valid business purposes in an effort to retain employees and keep such business operational and profitable; and

**WHEREAS**, the CLDC at its June 17, 2020 meeting approved a Resolution to utilize funds from the operating account to develop a program to distribute grant funds in an amount up to Five Thousand Dollars and 00/100 (\$5,000) to a qualifying business impacted by the COVID-19 pandemic; and

**WHEREAS**, Grantee has completed an Application and has submitted the application to the CLDC; and

**WHEREAS**, Grantee desires to utilize the grant funds awarded pursuant to this Agreement for small business-critical operating, capital, health and safety needs to assist its business in recovering from the effects of the COVID-19 pandemic, pursuant to the guidelines and requirements developed by the CLDC.

**NOW THEREFORE**, in consideration of the mutual covenants, promises and representations contained herein, the parties hereto agree as follows:

**ARTICLE ONE: USE OF GRANT**

Grantee agrees to use the Grant it will receive from the CLDC Small Business COVID-19 Reopening Grant pursuant to this Agreement and the program guidelines (which are incorporated hereby by reference and made a part hereof) (“Program Guidelines”) for expenditures related to:

- a. COVID-19 Personal Protection Equipment (“PPE”)
- b. Expenses directly related to software, equipment, and physical improvements needed to accomplish any health, safety and social distancing initiative or identified standards related to COVID-19.
- c. Payroll
- d. Utilities
- e. Retention of Equipment
- f. Sales, General, and Administrative expenses deemed critical for business operations such as inventory, supplies and materials.

GRANTEE agrees to make such allowed expenditures within ninety (90) days of receipt of the Grant.

**ARTICLE TWO: TERMS OF GRANT**

CLDC agrees to provide GRANTEE with the total sum of (\$ ) in grant funds upon approval of the GRANTEE’S application. The Grant shall not be repaid, as long as GRANTEE filed an accurate application, complies with this Agreement and all other Program Guidelines and provides the CLDC with receipts and reports referenced in ARTICLE THREE below. If the GRANTEE fails to comply with any of the aforementioned terms of the Grant, it shall be considered a breach of this Agreement; in such case GRANTEE shall be required to return all Grant funds. The CLDC may pursue any and all legal remedies to collect the misused grant funds, and GRANTEE shall be required to pay all attorneys’ fees and costs of collection.

**ARTICLE TWO: TERMS OF GRANT**

CLDC agrees to provide GRANTEE with the total sum of \_\_\_\_\_ in grant funds, i.e., the Grant, upon approval of GRANTEE’s application. The Grant shall not be repaid, as long as GRANTEE filed an accurate Application (see ARTICLE FOUR below), complies with this Agreement and all other Program Guidelines, and provides the CLDC with receipts and the report referenced in ARTICLE THREE below. If the GRANTEE fails to comply with any of the aforementioned terms of the Grant, it shall be considered a breach of this Agreement; in such case GRANTEE shall be required to return all Grant funds, and the CLDC may take and all necessary legal measures to recover such Grant funds.

GRANTEE shall have thirty (30) days from receipt to expend the grant funds received from CLDC.

**ARTICLE THREE: DOCUMENTATION OF USE OF GRANT**

Within Forty-Five (45) days following the receipt of the Grant Funds, GRANTEE shall submit a report to the Office of the Cohoes local Development Corporation. The report shall include a brief summary of the use of the Grant and shall document all expenditures of Grant funds with written receipts.

Attn: Deborah Jacques  
City of Cohoes Local Development Corporation  
97 Mohawk Street  
Cohoes, New York 12047

Email: [djacques@ci.cohoes.ny.us](mailto:djacques@ci.cohoes.ny.us)

**ARTICLE FOUR: APPLICATION**

To receive the Grant from CLDC, GRANTEE has submitted an Application to CLDC pursuant to forms and Program Guidelines provided by CLDC to determine eligibility for the Grant. The term “Application” as used herein shall refer to any document labelled “application” and accompanying documents, any declarations or assertions made by GRANTEE to CLDC prior to receiving the Grant, all other documentation submitted by LESSEE to CLDC prior to receiving the Grant and any and all other information proffered to CLDC prior to receiving the Grant. CLDC has relied on GRANTEE’S Application in determining eligibility for the Grant. The Application is incorporated into this Agreement and made a part hereof; any misrepresentations or falsehoods in the Application, discovered at any time by CLDC, shall constitute a breach of this Agreement by GRANTEE; in such case GRANTEE shall be required to return all Grant funds, and the CLDC may take and all necessary legal measures to recover such Grant funds.

## ARTICLE FIVE: MISCELLANEOUS

**Term.** The term of this Agreement (“Term”) commences on the Effective Date and terminates Sixty- days (60) days thereafter, unless this Agreement is earlier terminated as provided for herein. The CLDC may terminate this Agreement for any reason by giving ten (10) days’ written notice to the mailing address for the GRANTEE set forth in the Application.

**Breach.** In the Event the CLDC determines the GRANTEE has not fulfilled the obligations contained in this Agreement, other than the breach scenarios already listed, CLDC may request reimbursement for any or all Grant funds given to GRANTEE. GRANTEE shall reimburse CLDC the requested sum upon receipt of such request; if GRANTEE fails to return the Grant funds, the CLDC may take and all necessary legal measures to recover such Grant funds.

**Indemnification and Hold Harmless.** GRANTEE shall indemnify, hold harmless and defend the CLDC, its Members, Officers, Employees, Volunteers and Agents from and against all claims, actions, damages, fees, fines, penalties, defense costs, suits, or liabilities which may arise out of any act or omission of Grantee, its Officers, Employees, Agents, Contractors, Suppliers or Volunteers during the course of this Agreement and the use of the Grant. GRANTEE acknowledges that it assumes sole responsibility and liability for performing all its obligations arising under this Agreement and any Grant-funded operations or activities described herein.

**Public Records.** All records held by the CLDC in the course of its operations are subject to the New York State Freedom of Information Law. Thus, the submitted Application, including any other information, correspondence or documentation provided to CLDC, is subject to disclosure under New York’s public records law, subject to limited applicable exemptions. By entering into this Agreement, GRANTEE acknowledges, understands, and agrees that all information in its Application and attachments will be disclosed, without any notice to GRANTEE, if a public records request is made for such information, and the CLDC will not be liable to GRANTEE for such disclosure. Notwithstanding the foregoing, if any social security numbers or EIN are collected, maintained and reported by the CLDC to be in compliance with IRS 1099 reporting requirements, such social security numbers are exempt from public records requests pursuant to New York State Freedom of Information Law.

**Other Laws.** GRANTEE shall comply at all times with all applicable federal, state, and local statutes, rules, regulations and ordinances, the federal and state constitutions, and the orders and decrees of lawful authorities (collectively, “Laws”), including but not limited to New York public records Laws; any Laws regarding the retention of books, records, and information; and any Laws related to insurance coverage.

**Entire Agreement and Modification.** This Agreement constitutes the entire agreement between the Parties pertaining to the subject matters covered herein and there are no oral representations, arrangements or understandings between or among the Parties relating to the subject matters of this Agreement. No change to this Agreement will be valid unless made by a written amendment executed by the Parties.

**Governing Law.** The laws of the State of New York shall govern the interpretation, validity, performance, and enforcement of this Agreement.

**Tax Liability.** The Grant from the CLDC may be considered taxable grant income. The GRANTEE will have submitted a federal tax form W-9, with this Application; which is incorporated herein by reference. The CLDC

may issue a federal tax form 1099-G to recipients of funds in excess of \$600, whether paid directly to the Grant recipient or to a third-party pursuant to authorization from the recipient. It is the GRANTEE's responsibility to consult with its tax professional regarding any 1099-G issued by the CLDC and any associated tax consequences.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first written above.

\_\_\_\_\_  
\_\_\_\_\_  
**(GRANTEE)**

**Cohoes Local Development Corporation**

By: \_\_\_\_\_  
**Signature**

By: \_\_\_\_\_  
**Deborah Jacques, Executive Director**

\_\_\_\_\_  
**Printed Name and Title**

\_\_\_\_\_  
**Printed Name and Title**