

## AGREEMENT

**THIS AGREEMENT**, is made the 27 day of December, 2021, between

**THE DOWNTOWN REVITALIZATION, INC. d/b/a GREATER HONESDALE PARTNERSHIP, (hereafter "GHP")**, a Pennsylvania Not for Profit Corporation with offices in Honesdale, Wayne County, Pennsylvania and

**HONESDALE BOROUGH COUNCIL**, (hereafter "HBC"), the governing body for the Borough of Honesdale, Wayne County, Pennsylvania;

**WHEREAS** GHP desires to contribute to the commercial and non-commercial well-being of the Borough of Honesdale; and

**WHEREAS**, the Commonwealth of Pennsylvania, through its Department of Community and Economic Development (hereafter DCED) has initiated a program entitled the Keystone Main Street Designation Program (KMSDP) which program is intended to provide funds to enhance, among other aspects, the commercial well-being of communities such as Honesdale Borough; and **WHEREAS**, GHP and Borough desire to cooperate with one another in seeking funding from the KMSDP Program and implementation of those programs with the Greater Honesdale Partnership as applicant; and

**WHEREAS**, GHP has been authorized by its Board of Directors by action taken July 19, 2021 to enter into this Agreement upon the following terms and under the authority of the Executive Director of GHP; and

**WHEREAS**, Borough, at its regular meeting of June 21, 2021, resolved to apply for the KMSDP Program with DCED and in cooperation with GHP; and

**WHEREAS**, GHP is the applicant as an economic development organization.

**WHEREAS**, the parties hereto desire to set forth the commitment to an agreement with one another in this regard;

**WHEREAS**, the parties agree to work to the following Revitalization goals:  
Preserve and strengthen existing retail, local government, and business centers of communities; Improve the quality of life in the community by making the traditional downtown area a more attractive place to live and work; Act as a catalyst for small business development thereby increasing employment and tax revenues in downtown locations; Assist local governments and small businesses in development of relevant, state-of-the-art technology to provide cost-effective solutions for business and community development opportunities; Develop and maintain continuous contact with Main Street businesses regarding opportunities and solutions for impediments to business growth; Utilize a well-thought-out planning process, ensuring bricks and mortar projects funded with public funds are making a meaningful difference in the downtown economy; Ensure the importance of reinvestment in traditional downtowns is considered in the overall economic development strategy at all levels of the private and public sectors.

**NOW THEREFORE**, in consideration of one (\$1.00) dollar and good and other lawful consideration and the parties intending to be legally bound it is agreed as follows:

1. The Aforesaid Revitalization Goals are incorporated herein by reference thereto and made an indispensable part of this Agreement.

2. GHP will be responsible for the yearly applications for DCED funding subject to Borough review and GHP will be further solely responsible for all Commonwealth of Pennsylvania and DCED compliance and organization Development requirements.

3. GHP will be solely responsible to the Commonwealth and DCED for any expenditures deemed improperly made from KMSDP funds.

4. GHP will permit its Executive Director to serve as the Main Street Manager as further identified and defined by the KMSDP Program;

5. GHP will pay all taxes, benefits or other obligations owing unto any governmental or other entity from the employment of the Executive Director by GHP and acknowledge that the Executive Director, as herein referred to, is the employee of GHP and not the Borough of Honesdale and has no authority to speak for or bind Borough in any manner.

6. GHP will prepare application for funding pursuant to the guidelines of any agency responsible for funding and oversight which is also provided through the DCED and subject to the Borough of Honesdale review and approval prior to submitting it to DCED;

7. GHP indemnifies Borough and Borough Council, its agents, employees, consultants, successors and assigns and hold them harmless against any and all claims, demands, causes of action, suits or judgments, including attorney's fees, costs and expenses incurred in connection with any of the above matters or in any way related to the application and/or implementation of the KMSDP Program.

8. GHP will comply with such other conditions as may be set forth by resolution of Borough provided that they do not impair the objective of the GHP.

9. Borough agrees to promptly review the yearly applications for funding from DCED and upon approval of that application GHP shall submit the same to DCED.

10. If upon review of said yearly application Borough determines that the application is in form or substance not acceptable to Borough, then the parties shall meet in good faith and in cooperation with one another in an effort to resolve any such issues, and/or objections of the Borough in a mutually acceptable manner.

11. The Borough agrees that it will extend to the GHP operation budget a donation of \$15,000.00 for use in administrative operational expenses. This is considered a material and constituent term to this agreement.

12. Upon receipt of the funds from DCED, Borough and GHP will meet to determine an expeditious and mutually beneficial process for distributing funds received by Borough pursuant to the KMSDP Program.


13. Any privileged and/or confidential information gathered from one body by the other during any facet of this program shall remain confidential unless both parties mutually agree upon a public release of information.

Said **RESOLUTION** having been approved and adopted by a vote of 7 to 0 by the Honesdale Borough Council this 20th day of December, 2021.

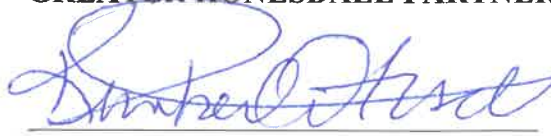
**HONESDALE BOROUGH COUNCIL**

  
\_\_\_\_\_  
Council President

ATTEST:

  
\_\_\_\_\_  
Borough Secretary

**GREATER HONESDALE PARTNERSHIP**

  
\_\_\_\_\_  
Kimberly Fisch, President

ATTEST:

  
\_\_\_\_\_  
Olivia Santo, Secretary

