

**Town of Pollocksville**  
**PROPERTY ENHANCEMENT LOAN PROGRAM MAINTENANCE AGREEMENT**

This Agreement dated **MONTH, DAY, YEAR**, by and between the Town of Pollocksville, P.O. Box 97, Pollocksville, NC 28573 and **Vendor Name, Vendor Address** (APPLICANT).

**WHEREAS**, the Town of Pollocksville has established the Property Enhancement Loan Program for application within the Main Street commercial area of the Town of Pollocksville and,

**WHEREAS**, pursuant to said program the Town has agreed to participate in sharing the cost of facade rehabilitation and exterior improvements for commercial establishments along Main Street up to \$6,500, per storefront address, subject to the Town of Pollocksville's approval; and,

**WHEREAS**, the APPLICANT'S property is located at **Business Address**, which is within the qualifying area, the APPLICANT desires to participate in the Town of Pollocksville Property Enhancement Loan Program pursuant to the terms and provisions of this Agreement;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements obtained herein, the Town of Pollocksville and the APPLICANT do hereby agree as follows:

(In consideration for the amount received as reimbursement from the Town of Pollocksville for site improvements, said amount not to exceed \$6,500.00, the APPLICANT agrees to abide by the following conditions.)

SECTION 1: The APPLICANT agrees to rehabilitate said property in compliance with the design documentation presented to and approved by the Town of Pollocksville in compliance with all applicable codes and requirements of the Town of Pollocksville and Jones County, including permits, encroachments or Certificate of Appropriateness where applicable to the project. Any variations from said approved plans shall require prior review and approval as set forth in the program guidelines.

SECTION 2: The APPLICANT agrees to commence construction for said project referred to above within **90 days** after the approval date as noted on the application. Construction should be completed prior to **December 31, 2021**, or an extension must be requested in writing from the **[INSERT APPROPRIATE EMPLOYEE TITLE]** or designee.

SECTION 3: The Town of Pollocksville staff shall periodically review the progress of the contractor's work on the rehabilitation work pursuant to this Agreement. Such inspections shall not replace any required permit inspection by the Town or County. All work which is not in conformance with the approved drawings and specifications shall be immediately remedied; and deficient or improper work shall be replaced and made to comply with the approved drawings, specifications, and terms of this Agreement.

SECTION 4: Upon completion of the rehabilitation work and upon its final inspection and approval by the **[INSERT APPROPRIATE EMPLOYEE TITLE]**, the Applicant shall submit to the Town of Pollocksville a properly executed contractor statement or receipts showing the full cost of the work as well as each separate component amount due to the contractor and each and every subcontractor or vendor involved in furnishing labor, materials, or equipment in the work. In addition, the APPLICANT shall submit to the **[INSERT APPROPRIATE EMPLOYEE TITLE]** proof of payment of the contract cost pursuant to the contractor's statement. The Town of Pollocksville shall, after receipt of the contractor's

statement and proof of payment, issue a check to the APPLICANT as per SECTION 3 of this Agreement. In no case shall the amount paid to the APPLICANT exceed \$6,500.00.

SECTION 5: If the Applicant, or his contractor, fails to complete the rehabilitation work provided for herein in conformity with the plans, specifications, and terms of this Agreement, then upon written notice being given by the [INSERT APPROPRIATE EMPLOYEE TITLE] to the APPLICANT by certified or registered mail addressed to the APPLICANT's address as set forth in the Agreement, this Agreement shall terminate and the financial obligation on the part of the Town of Pollocksville shall cease and become null and void. It is understood by and between the parties that if the APPLICANT does not abide by the conditions of this Agreement this Agreement shall be revoked and said APPLICANT shall be liable for the cost of design services, architectural services, and site improvements.

SECTION 6: A regular and on-going program of building maintenance specifically involving the exterior improvements shall be the responsibility of the APPLICANT. Upon completion of the rehabilitation work pursuant to this Agreement and for a period of five (5) years thereafter, the APPLICANT shall be responsible for properly maintaining such façade rehabilitation improvements in its finished form and without change or alteration thereto, as provided in this Agreement; and for the said period of five (5) years following completion of the construction thereof, the APPLICANT shall not enter into any agreement, or contract, or take any other steps to alter, change or remove such façade, or the approved design thereof, nor shall the APPLICANT undertake any other changes, by contract or otherwise, to the improvement provided for in the Agreement unless such changes are first submitted to the Town of Pollocksville, for approval, which approval shall not be unreasonably withheld if the proposed changes do not substantially alter the original design concept of the rehabilitation work as specified in the drawings and plans approved pursuant to this Agreement.

SECTION 7: Failure to maintain the façade within 30 days after notification from the Town of Pollocksville is a violation of this agreement. The liquidation of damage will decline every year by the following schedule, which is calculated as indicated below:

On or before DATE, Year, \$FULLAMOUNT (following is example)	
After May 1, 2021 but on or before May 1, 2022	\$5850.00 90% of total grant
After May 1, 2022 but on or before May 1, 2023	\$4875.00 75% of total grant
After May 1, 2023 but on or before May 1, 2024	\$3250.00 50% of total grant
After May 1, 2024 but on or before May 1, 2025	\$1625.00 25% of total grant
After May 1, 2025 but on or before May 1, 2026	\$0 0% of total grant

SECTION 8: Nothing herein is intended to limit, restrict, or prohibit the APPLICANT from undertaking any other work in or about the subject premises which is unrelated to the façade rehabilitation provided for in this Agreement.

SECTION 9: This Agreement shall be binding upon the Town of Pollocksville and its successors and upon the APPLICANT for a period of five (5) years from and after the date of completion and approval of the rehabilitation work provided herein. It shall be the responsibility of the APPLICANT to inform subsequent owners or tenants of the conditions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused their respective names to be subscribed this XXth day of MONTH, YEAR.

\_\_\_\_\_  
APPLICANT DATE

\_\_\_\_\_  
PROPERTY OWNER DATE

\_\_\_\_\_  
TOWN OF POLLOCKSVILLE DATE  
[INSERT DESIGNEE AS APPROPRIATE]