

RESOLUTION NO. _____
October 18, 2022

**A RESOLUTION AUTHORIZING THE MAYOR TO SIGN A GRANT AGREEMENT
WITH EUTOPIA FOUNDATION FOR RESTORATION AND IMPROVEMENTS TO
THE CHARLES WILLIAMS PARK**

WHEREAS, the City of Hudson has been awarded a grant from the Eutopia Foundation for \$350,000 for the restoration, enhancement, development and operation of the Charles Williams Park (the "Park"); and

WHEREAS, funding from the grant is to be used for projects to include the replacement, update, and refreshing of the Park's seating, landscaping, playground equipment, basketball court, trash receptacles and plant care, and may include removal of extraneous structures or signs as mutually agreed between the City and the Eutopia Foundation;

WHEREAS, the grant is in the form of a reimbursement which will be disbursed in accordance with Exhibit A to the Grant Agreement which is attached to and incorporated herein; and

NOW THEREFORE BE IT RESOLVED, that the Common Council hereby authorizes the Mayor to sign the attached Grant Agreement with Eutopia Foundation for the restoration, enhancement, development and operation of the Charles Williams Park.

Introduced: _____

Seconded: _____

Approved:

Mayor Kamal Johnson

GRANT AGREEMENT
BETWEEN
THE CITY OF HUDSON, NEW YORK
AND
EUTOPIA FOUNDATION

THIS GRANT AGREEMENT (this “Agreement”) is entered into by and between the City of Hudson, New York (the “City”) and Eutopia Foundation, a Delaware corporation not for profit and without capital stock (“Grantor”). The City and Grantor are sometimes referred to herein each as a “Party” and collectively as the “Parties”.

RECITALS:

WHEREAS, the City holds all right, title and interest in the property known as the Charles Williams Park, bounded by Mill St. (the “Park”);

WHEREAS, the City has the authority to plan, develop, conduct and enter into arrangements with public or private organizations to ensure the beneficial use of the Park and, through the City’s Department of Public Works (“DPW”), maintains and operates the Park;

WHEREAS, Grantor, a not-for-profit corporation formed under the laws of the State of Delaware, seeks to help ensure that the Park is enhanced and maintained as a public space for the enjoyment of the City's residents and visitors;

WHEREAS, the City's Common Council expressed its support and enthusiasm for Grantor's efforts to work with the City to improve the Park;

WHEREAS, the City, DPW and Grantor, without usurping the rights and responsibilities of the City and DPW in maintaining and operating the Park, intend to work together in furtherance of the restoration, enhancement, development and operation of the Park and Grantor desires to provide a grant to the City for such specific purposes;

WHEREAS, projects to be undertaken by the City at the Park with funds from Grantor will include the replacement, update, and refreshing of the Park's seating, landscaping, playground equipment, basketball court, trash receptacles and plant care, and may include removal of extraneous structures or signs as mutually agreed (the “Project”); and

WHEREAS, this Agreement is intended to establish the terms of the grant by the Grantor to the City.

NOW, THEREFORE, the City and Grantor, to the extent authorized by law, agree as follows:

1. Grantor shall fund up to \$350,000 (the “Funds”) for the Project. The Funds will be disbursed by Grantor to the City pursuant to the schedule attached hereto as Exhibit A, all subject to the City’s compliance with this Agreement and the Grantor’s approval of the completion or satisfaction of any applicable targets, milestones, and reporting deliverables

required under this Agreement. The Grantor may, in its reasonable discretion, modify payment dates or amounts and will notify the City of any such changes in writing. The Funds shall be used solely for the Project as outlined in this Agreement and may not be expended for any other purpose without Grantor's prior approval. The City acknowledges and agrees that no portion of the Funds shall be used for any political or lobbying activity or for any purpose other than one specified in section 170(c)(2)(b) of the Code.

2. Grantor shall share with the City information, as requested, regarding all plans and proposals for capital projects proposed for the Park, including research and designs. The City shall provide Grantor with comments, review and approval on the design and plans in a timely manner.

3. The City and the DPW Commissioner ("Commissioner"), as reasonably practical, shall solicit and take due consideration of input from Grantor in preparing the operating budget for the Park.

4. The City and Commissioner shall have final authority over all capital projects, programs and policies undertaken in the Park. The City shall be responsible for the construction and implementation of the Project.

5. As conditions of receipt of the Funds, it is understood that the City will undertake the following with respect to the Park and the Project:

- a. The City shall be responsible for engaging a construction firm and implementing all capital improvements for the Park; provided, however Grantor may provide advisory services related to the Park, including horticultural and design (where approved by the City and in accordance with applicable laws, including the City Charter and Code).
- b. The City shall provide updated lighting to the Park through funding the City is already pursuing.
- c. The City shall provide paving assistance through the DPW for new paths and new basketball court.
- d. The City shall pursue the funding, construction and maintenance of a public restroom to be installed at the Park at a later date.
- e. The City and DPW shall retain responsibility for the maintenance of the Park, including the trees, lawns, and hardscape pathways, trash, fencing, and structures. The Parties will consult with each other regarding the maintenance of the Park.

6. Grantor shall have the opportunity to provide guidance to the Commissioner on proper horticultural practices in the Park and receive an explanation if this advice is rejected. The Commissioner shall give Grantor reasonable notice of the days on which DPW employees plan to undertake horticultural projects in the Park and not object to the presence of Grantor volunteers when such projects are undertaken. Grantor's volunteers shall not interfere in any manner with the activities of DPW employees in the Park or be required to provide assistance when such projects are undertaken.

7. Grantor may use the Park, if approved by the City, for events that raise funds or bring positive attention to the Park.

8. The City may publish the name of Grantor in various publications, press releases, and publicity vehicles after receiving the prior written approval of Grantor. For recognition purposes related to this agreement Grantor will be identified as “Eutopia Foundation”.

9. The City shall keep a record of all receipts and expenditures relating to the Funds, including agreements with third parties for the Project, and will provide Grantor with a written report summarizing the Project promptly following the end of each milestone period set forth on Exhibit A. The Grantor may also require interim reports upon reasonable request. The City’s reports should describe the progress in achieving the purposes of the Project and include a detailed accounting of the uses or expenditure of all Funds. The City agrees to provide any other information regarding the use of the Funds reasonably requested by Grantor. The City shall keep the financial records with respect to the Funds, along with copies of any reports submitted to Grantor, for at least four years following the year in which all Funds are fully expended.

10. Grantor shall faithfully perform and carry out the provisions of this Agreement and cause its agents and volunteers to conform with all laws applicable to Grantor’s use and occupation of the Park.

11. The City does hereby waive, release and discharge any and all claims for damages for personal injury, death, property damage, any claim in tort, or any other claim, regardless of legal theory, that may hereafter accrue as a result of the donation of funds by Grantor for the Project. The entire risk as to the performance of the Project is assumed by the City. In no event shall Grantor or its officers, employees or agents, be responsible or liable for any direct, indirect, special, incidental, consequential damages, lost profits, or any other economic or physical loss or damage to any individual regardless of legal theory resulting from the Project.

12. Grantor reserves the right to discontinue, modify or withhold any payments to be made under this Agreement or to require a total or partial refund of any Funds if, in Grantor’s sole discretion, such action is necessary: (a) because the City has not fully complied with the terms and conditions of this Agreement; (b) to protect the purpose and objectives of the grant of the Funds; or (c) to comply with the requirements of any law or regulation applicable to the City, the Grantor, or the Funds.

13. If the City and Commissioner elect not to proceed with Project or any of the milestones set forth on Exhibit A, Grantor may terminate this Agreement on ten (10) days prior written notice to the City and shall not be required to disburse any additional portions of the Funds.

14. The City may not assign, or transfer by operation of law or court order, any of its rights or obligations under this Agreement without the Grantor’s prior written approval. This Agreement will bind and benefit any permitted successors and assigns.

15. This Agreement shall be governed by the laws of the State of New York. If any provision of this Agreement is held unenforceable for any reason, each and other provisions shall nevertheless remain in full force and effect.

16. By mutual consent of Grantor and the City, any provision of this Agreement may be amended, modified, or deleted. Any such changes, deletions, or additions shall be recorded in a written agreement, signed by all Parties, which shall form a part of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date set forth above.

CITY OF HUDSON

By: _____
Kamal Johnston, Mayor

**CITY OF HUDSON DEPARTMENT
OF PUBLIC WORKS**

By: _____
Peter Bujanow, Commissioner

EUTOPIA FOUNDATION

By: _____
Name:
Title:

Exhibit A

Grant Disbursement Schedule

Milestone	Disbursement Amount
Agreement by City and Grantor on Project budget, approval of Project plans, and selection of engineer / initial site work (excavation/drainage/ bed prep)	\$67,000
Fitness Court Improvement	\$20,000
Playground/Play area installation	\$85,000
Hardscape/Walkways and Surfacing	\$84,000
Basketball Court	\$55,000
Benches, Chess tables, picnic tables	\$20,000
Landscaping/plantings	\$19,000