

PROPERTY OWNER PARTICIPATION AGREEMENT

EAST OF HUDSON SEPTIC SYSTEM REHABILITATION REIMBURSEMENT PROGRAM

I/(we) represent that I/(we) am the owner of property (“Owner”) located at _____, which is my Primary Residence, with a tax identification number of _____.

By signing this Property Owner Participation Agreement (the “Agreement”), the Owner(s) consents and agrees to the following activities:

1. The Owner acknowledges that the East of Hudson Septic System Rehabilitation Reimbursement Program Plan (the “Program Plan”), attached hereto, is in its entirety part of this Agreement, and the terms and conditions set forth therein are binding upon them.
2. The Owner acknowledges that certain words set forth in this Agreement shall have the meanings as set forth the Program Plan. The Owner further acknowledges that other words may be defined within this Agreement and have the meanings as set forth.
3. The Owner has all easements and rights of way to complete work as contemplated under this Agreement in connection with the East of Hudson Septic System Rehabilitation Reimbursement Program (the “Septic Program”).
4. The Owner consents to entry upon the property by NYCDEP, EFC, Westchester County Department of Health, or their representatives, which may be required for design approval and construction inspections for approval of any Rehabilitation of an Eligible System.
5. The Owner consents to cooperate with any necessary investigation, inspection, or review of documentation, by NYCDEP or EFC, or their representatives with respect to interior plumbing, sewage discharge, septic system and its vicinity.
6. The Owner understands that this Septic Program is a partial reimbursement program, and that costs are initially the responsibility of the Owner to be reconciled pursuant to the terms and conditions herein, and within attachments hereto.
7. The Owner acknowledges and agrees that they have the financial capacity to complete the Rehabilitation.
8. In addition to the limitations set forth herein or in the Program Plan, the Owner acknowledges that reimbursement is subject to the following conditions:
 - a. The total amount of Eligible Costs is subject to final computation and determination by EFC.
 - b. EFC has received adequate Program funds.

- c. The Owner is not in breach of any of the terms or conditions of this Agreement, as determined by EFC.
 - d. Costs incurred outside of the Period of Eligibility, as defined in the Program Plan, will not be considered for reimbursement.
 - e. The Owner agrees that it will not receive reimbursement from other municipal, state, federal sources or other sources for any expenditures reimbursed under this Agreement and that any expenditures which will be reimbursed by other municipal, state, federal or other sources shall not be eligible for reimbursement under this Agreement.
9. The Owner acknowledges that funding by NYCDEP through EFC may result in tax consequences, and that the Owner is responsible for federal and state taxes that may result from reimbursement under the Septic Program.
10. The Owner agrees to defend, indemnify, save and hold harmless New York State, the City, NYCDEP and EFC and all their agents and employees from and against all claims, damages, losses, expenses (including, without limitation, reasonable attorney fees) arising out of or in consequence of any negligent act or omission or intentional act of the Owner, or by reason of the execution of this Agreement or performance of the work provided for in this Agreement, and further agrees to defend at its own cost and expense, any action or proceeding commenced by or against the Owner, and, at the request of NYCDEP and/or EFC, any action or proceeding commenced by or against NYCDEP or EFC, for the purpose of asserting or defending any claim of whatsoever character arising out of this Agreement.
11. The Owner acknowledges that by providing funding, neither NYCDEP nor EFC provides any warranty for any work undertaken for Rehabilitation under the Septic Program.
12. If the Owner defaults on any of the terms and conditions of this Agreement, and such default continues for a period of more than thirty (30) days following written notice from EFC to the Owner, the Owner acknowledges and agrees that EFC and/or NYCDEP shall have the authority to enforce any remedy deemed available to EFC and/or NYCDEP including, but not limited to, the following:
 - a. The withholding of the reimbursement of any eligible Project costs.
 - b. The commencement of any process necessary to effectuate the return of the full amount of eligible Project costs provided to the Owner in accordance with this Agreement to EFC and/or NYCDEP.
13. This Agreement and the rights and obligations of the Owner hereunder may not be assigned without the prior written consent of NYCDEP or EFC.
14. This Agreement, and any Exhibits or Attachments hereto, may only be amended by a written instrument signed by both parties.
15. All notices and other communications given pursuant to this Agreement shall be communicated in writing and delivered by mail, either regular mail or certified mail, return receipt requested, to the addresses listed below, or to such other address or to the attention of

such person as such party shall have designated for such purposes in a written notice to the others. Any notice given hereunder shall be effective only upon actual receipt of such notice by the party to whom it is directed. During the term of this Agreement, the Owner shall notify EFC of any material change in information submitted to EFC in connection with its application for Reimbursement, without limitation, including any change in its address or telephone number.

TO THE CORPORATION:

New York State Environmental Facilities Corporation
625 Broadway
Albany, New York 12207-2997

ATTENTION:

Brian McGuire, Manager
Contracts and Budget
Fax #: (518) 486-9323

With a copy to: Office of General Counsel

16. Failure of EFC and/or NYCDEP to enforce any one or more of the conditions contained herein, shall not be construed as a waiver of such conditions. Any waiver in any instance or under any particular circumstance shall not be effective unless in writing and shall not be considered a waiver of such condition in any other instance or any other circumstance.
17. This Agreement is and shall be deemed to be a contract entered into pursuant to the laws of the State of New York and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of New York, except where the Federal supremacy clause requires otherwise.
18. This Agreement contains the provisions, conditions, and promises agreed to between the parties. If any part of this Agreement is held to be invalid or unenforceable, the invalidity or unenforceability of such will not affect the remainder of this Agreement and this Agreement will remain valid as if the invalid or unenforceable part had not been contained.
19. Contact information for the Owner is as follows:

Email Address _____
Address _____
Telephone _____
Home _____
Work _____
Cell _____

20. The information and statements contained herein are true and correct.

Owner: _____ Date: _____
PRINT NAME
SIGNATURE LINE

Owner: _____ Date: _____
PRINT NAME
SIGNATURE LINE