

**CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS (SLFRF)  
BENEFICIARY AGREEMENT**

*American Rescue Plan Act of 2021 (ARPA)*

**Town of Hamden, CT**

This AGREEMENT is effective as of the date of signature by and between the Town of Hamden, CT (herein referred to as the "Town") and Aroy Thai, LLC, 2100 Dixwell Avenue, Hamden, CT (herein referred to as the "Beneficiary").

|  |  |
|--|--|
| <b>Legal Name of Beneficiary:</b>      | <b>Aroy Thai, LLC</b>                        |
| <b>Organization Type</b>               | <b>Small Business</b>                        |
| <b>Unique Entity Identifier (UEI):</b> | <b>WMBSRJP83GG1</b>                          |
| <b>Federal Employer/Tax ID (EIN) :</b> | <b>56-1812231</b>                            |
| <b>Mailing Address:</b>                | <b>2100 Dixwell Avenue, Hamden, CT 06514</b> |
| <b>SLFRF (CFDA):</b>                   | <b>21.027</b>                                |
| <b>Dollar Award:</b>                   | <b>\$6,000</b>                               |
| <b>Project Completed:</b>              | <b>June 30, 2025</b>                         |

WHEREAS, on March 11, 2021, the American Rescue Plan Act ("ARPA") was signed into law and established the coronavirus State and Local Fiscal Recovery Funds ("SLFRF") program; and

WHEREAS the SLFRF program is to provide support to state, territorial, local, and tribal governments in responding to the economic and public health impacts of COVID-19 and in their efforts to contain impacts on their communities, residents, and businesses; and

WHEREAS the Beneficiary applied in May 2024 to the Town for ARPA/SLFRF relief funds pursuant to the Hamden ARPA Small Business Grant Program for support due to the adverse financial impacts of the COVID-19 pandemic to its organization, and, based upon said application, meets the U.S. Department of Treasury's ("USDT") definition of a SLFRF "beneficiary"; and

WHEREAS the Town wishes to provide the Beneficiary with funding to mitigate adverse impacts to its organization because of the COVID-19 pandemic; with project activities and expenses not to occur prior to March 3, 2021, and not after June 30, 2025; and,

WHEREAS the Beneficiary is willing to execute this Agreement obligating itself to comply with its terms and conditions in exchange for receipt of the funds described herein; and

NOW, THEREFORE, it is agreed between the parties hereto as follows:

**1. Statement of Work and Grant Award Funding**

The Town shall provide coronavirus relief assistance funding to the Beneficiary for the purpose of response, mitigation or recovery from the adverse health and economic impacts to the organization as a result of the COVID-19 pandemic. The Beneficiary shall use the funds as more fully described in the attached Detailed Budget (**Exhibit**

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Upon receiving any DOB proceeds, the Beneficiary agrees to immediately notify the Town. If some or all the proceeds are determined to be a DOB, the portion that is a DOB shall be repaid to the Town within thirty (30) days of that determination.

#### **7. Events of Default and Pursuit of Remedies**

The occurrence of any one or more of the following events shall constitute an Event of Default hereunder:

- a. Any breach or non-compliance by the Beneficiary with the conditions, provisions, obligations, duties, agreements, covenants, representations, and warranties made and set forth in this Agreement and in applicable SLFRF Rules and Regulations, USDT requirements, local, state, and federal laws, 2 CFR Part 200, and USDT and/or Town of Hamden policy memos, regulations, communications, or guidelines as the same may be amended from time to time, as determined by the Town in its sole discretion; or
- b. Any representation or warranty made herein or in the Beneficiary's application, addenda, exhibits, amendments, reports, supporting documentation, and/or other instruments provided or executed in connection with this Agreement is false or misleading in any respect, whether through commission or omission.

Upon the occurrence of an Event of Default, the Town may, at its option, send the Beneficiary a notice of default stating that the Beneficiary has thirty (30) days to cure said default. In the event the Beneficiary fails to cure said default within thirty (30) days, the Town may, upon ten (10) days' notice, terminate or suspend this Agreement and may demand partial or full repayment of the funding amount provided or paid to the Beneficiary hereunder, to be repaid to the Town by the Beneficiary within thirty (30) days, without further presentment, demand, protest, notice, or process of any kind, all of which are expressly waived by the Beneficiary. The Beneficiary agrees to pay all costs and expenses, including reasonable attorney's fees, incurred by the Town in collection of the monies due hereunder or in the exercise or defense of its rights and powers under this Agreement. In addition, the Town may pursue any other remedies, legal or equitable, available to it in the event of the Beneficiary's default, fraud, or misrepresentation, whether through commission or omission.

#### **8. Religious Activities**

The Beneficiary agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200G, such as worship, religious instruction, or proselytization.

#### **9. Indemnification**

The Beneficiary shall defend, indemnify, and hold harmless the Town, its officials, employees, agents, and assigns, from and against all claims, losses, expenses, costs, and/or damages of any kind (including, without limitation, out-of-pocket expenses, reasonable attorneys' fees and costs, and other related expenses) associated with activities funded under this Agreement or arising out of or related to the performance of this Agreement. The Beneficiary further agrees to defend, indemnify, and hold harmless the Town, its officials, employees, agents, and assigns, from and against any third party claiming that a third-party beneficiary relationship has been established between the Town and such third party, it being the intention of the parties hereto that no such relationship be created or established.

#### **10. Waiver**

The Town's failure to act with respect to a breach by the Beneficiary does not waive its right to act with respect to subsequent or similar breaches. The failure of the Town to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

**11. Severability**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

**12. Non-Assignment; Successors and Assigns; Nature of Relationship**

Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party. This Agreement shall inure to the benefit of and shall be binding upon the parties, their successors, and permitted assigns. Nothing in this agreement shall create a partnership, joint venture, trust, employment, or other fiduciary relationship between the Town and the Beneficiary.

**13. Amendment**

The terms of the Agreement may be changed by executing a writing signed by both parties; provided, however, that the Town may, in its sole discretion, amend this Agreement to conform with federal, state, or local governmental laws, guidelines, policies, and available funding amounts. If such amendment results in a change in funding, statement of work, or timeline for expenditure, such modifications shall be incorporated by a written amendment signed by both the Town and the Beneficiary.

**14. Entire Agreement**

This Agreement constitutes the entire agreement between the Town and the Beneficiary for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Town and the Beneficiary with respect to this Agreement.

**15. Governing Law**

This Agreement shall be governed by the laws of the State of Connecticut, without regard to conflicts of law principles.

**16. Notices**

Any notice or other communication having a material effect on this Agreement shall be served by U.S. mail at the addresses set forth below.

**To the Town of Hamden:**

Economic and Community Development  
2750 Dixwell Avenue  
Hamden, CT 06518

ATTN: Carol Hazen

**To the Beneficiary:**

Aroy Thai, LLC  
2100 Dixwell Avenue  
Hamden, CT 06514

**17. Section Headings and Subheadings**

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

**18. Counterparts**

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall be deemed to be one and the same instrument.

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**19. Exhibits**

The following exhibits are incorporated herein, provided, however, that said exhibits shall not be deemed to modify the express provisions provided herein.

- Exhibit A –Detailed Budget
- Exhibit B - Draw Down Request Form
- Exhibit C - Expense Ledger Form
- Exhibit D – Duplication of Benefits Certification for Federal ARPA Funds Form

**IN WITNESS WHEREOF the Town of Hamden and Beneficiary agree to the conditions contained herein and all exhibits hereto and have executed this Agreement as of the date first written above:**

**Town of Hamden**

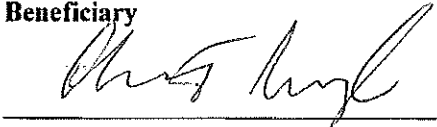


Signature [Name/Title]

9/30/2024

Date

**Beneficiary**



Signature [Name/Title]

10/3/24

Date

**EXHIBIT A**  
**ARPA SMALL BUSINESS GRANT DETAILED BUDGET**  
**Expenditure period: March 3, 2021 – June 30, 2025**

| Expenditure Category  | Amount         |
|---|----------------|
| <b>Equipment (over \$5,000 per item)</b>                                    | <b>\$6,000</b> |
| Description:  |                |
| <i>Freezer</i>  |                |
| <i>*Must follow procurement procedures (3 written quotes for same item)</i> |                |
| <b>Supplies (under \$5,000 per item)</b>                                    |                |
| Description:  |                |
|   |                |
| <b>Rent</b>   |                |
| Description:  |                |
|   |                |
| <b>Utilities</b>  |                |
| Description:  |                |
|   |                |
| <b>TOTAL</b>  | <b>\$6,000</b> |

*ARPA funds may not be used for repayment of debt (including fines, penalties, damages, settlements), advertising/public relations/marketing costs, alcoholic beverages, severance pay, conference (meeting, retreat, seminar, symposium, workshop), contributions and donations, defense in criminal and civil proceedings, entertainment costs, goods or services for personal use, resale, or inventory, interest/financing costs, lobbying, memberships, subscriptions, professional activities.*

*Please consult with a tax accountant to determine tax implications if any.*

**EXHIBIT B**  
**Draw Down Request Form**

|   |
|---|
| Beneficiary/Business Name:  |
| Contact Person:   |
| Contact Telephone Number:   |
| Contact Email Address:  |
| Grantor Entity: Town of Hamden, CT  |
| Grant Project Description (Rent, Utilities, Supplies, Equipment) = Provide Description of use of Funds: |
| Total Funds Awarded: \$   |
| Reimbursement Request Amount: \$  |
| Period of Expenses for Draw Down/Reimbursement Request (MM/DD/YY thru MM/DD/YY):                        |

*INSTRUCTIONS: Please complete all fields in the box above, sign and date. Requests are submitted on a Reimbursement Basis. Beneficiary must have paid the expenses prior to requesting reimbursement Attach Draw Down Expense Ledger and all supporting documentation, including (but not limited to); procurement documentation for vendors (please obtain procurement guidelines from Town), contracts for services, lease/rental agreements, copies of paid invoices, copies of cancelled checks to vendors, credit card statements & receipts, proof of payment of credit cards, payroll/benefit ledgers, timesheets, and other various documentation as requested by the Town.*

*Please consult with a tax accountant to determine tax implications if any.*

**EXHIBIT C  
TOWN OF HAMDEN EXPENSE LEDGE FORM**

| Expenditure Description | Vendor/ Contractor/ Other | Total Cost | Approved Expense Category | Date of Payment | Type of Payment | Documents attached<br><i>(Lease agreement, vendor procurement documentation, vendor contract, invoices, proof payment of invoices Canceled check or bank statement)</i> | Page # on PDF Attachment |
|-------------------------|---------------------------|------------|---------------------------|-----------------|-----------------|---|--------------------------|
|                         |                           |            |                           |                 |                 |   |                          |
|                         | <b>TOTAL</b>              | <b>\$</b>  |                           |                 |                 |   |                          |
|                         |                           |            |                           |                 |                 |   |                          |
|                         | Submitted by              |            |                           |                 |                 |   |                          |
|                         | Date:                     |            |                           |                 |                 |   |                          |
|                         | Draw #                    |            |                           |                 |                 |   |                          |
|                         | Business/Org Name         |            |                           |                 |                 |   |                          |
|                         |                           |            |                           |                 |                 |   |                          |
|                         |                           |            |                           |                 |                 |   |                          |
|                         |                           |            |                           |                 |                 |   |                          |
|                         |                           |            |                           |                 |                 |   |                          |

\*Attach Ledger to Drawdown Form

**EXHIBIT D**

**Duplication of Benefits Certification for Federal ARPA Funds**

A duplication of benefits occurs when a person, household, business, government, or other entity receives financial assistance from multiple sources for the same purpose, and the total assistance received for that purpose is more than the total need for assistance. Duplication of benefits occurs when Federal financial assistance is provided to a person or entity through a program to address losses and the person or entity has received (or would receive, by acting reasonably to obtain available assistance) financial assistance for the same costs from any other source (including insurance), and the total amount received exceeds the total need for those costs.

The Town of Hamden and the U.S. Department of Treasury (USDT) requires each grantee to have procedures in place to prevent the duplication of benefits when it provides financial assistance with American Rescue Plan coronavirus state and local fiscal recovery funds. (U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Funds Final Rule, 31 CFR Part 35 RIN 1505-AC77, §35.6). Grant funds may not be used to pay for a cost if another source of financial assistance is available to pay for the same cost.

**This certification must be completed by any subrecipient, individual or family, business, direct beneficiary, or other entity that receives assistance and serves to document compliance with the American Rescue Plan requirement to ensure that there are adequate procedures in place to prevent any duplication of benefits as required by the U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Funds Final Rule, 31 CFR Part 35 RIN 1505-AC77, §35.6.**

I, CHAYAWAT PUNGKUNG

(Business owner(s), sub grantee (Public Social Service Entity), subrecipient, direct beneficiary, or other entity).

Hereby certify that:

A. The Coronavirus State and Local Fiscal Recovery Funds, awarded to the Town of Hamden, through the American Rescue Plan Act (ARPA) does not duplicate/replace any other funds, and/or any funds from the following sources:

B.

1. The Paycheck Protection Program
2. Unemployment compensation benefits
3. Insurance claims/proceeds
4. Federal Emergency Management Agency (FEMA) funds
5. Small Business Administration funds
6. Other Federal, State or local funding
7. Other nonprofit, private sector, or charitable funding.

C. Further, this executed certification serves to acknowledge that any subgrantee, subrecipient, individual or family, business, direct beneficiary, or other entity understands and agrees that the coronavirus state and local fiscal recovery funds must be repaid if it is determined that such assistance is determined to be duplicative.



Signature and date of:

Business owner(s), sub grantee (Public Social Service Entity), subrecipient, direct beneficiary, or other entity)

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