

**AMENDMENT No. 2 TO
ECONOMIC DEVELOPMENT AGREEMENT
ELLENVILLE FAÇADE PROGRAM**

This Amendment No. 2 ("Amendment No. 2") is effective as of August 15, 2017 (the "Amendment Effective Date") and entered into by and between the **ULSTER COUNTY ECONOMIC DEVELOPMENT ALLIANCE, INC.**, a local development corporation formed under the laws of the State of New York, with offices at 244 Fair Street, Kingston, New York 12401 (the "UCEDA"), and **THE VILLAGE OF ELLENVILLE**, a village incorporated under the laws of the State of New York, with its offices at Village Hall, Government Center, 2 Elting Court, Ellenville, New York 12428 (the "Village"), (each, a "Party," together, the "Parties").

RECITALS

WHEREAS, UCEDA and the Village entered into an Agreement wherein the Village agreed to implement the Ellenville Million Main Street Façade Program (hereinafter the "Program"), as amended by that certain Amendment No. 1, effective December 31, 2016 (as amended hereinafter referred to as the "Agreement"); and

WHEREAS, UCEDA and the Village have agreed to further amend the Agreement to increase the initial allocation by **TWENTY FIVE THOUSAND AND 00/100 (\$25,000.00) DOLLARS**, to limit the timeframe for Program contracts between the Village and commercial property owners, to require enhanced reporting to UCEDA, and to extend the Program by two (2) years as indicated below.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the Parties agree as follows:

AGREEMENT

1. **SECTION 2 – ELIGIBILITY AND APPLICATION.** Section 2.6 of the Agreement is hereby deleted in its entirety and is amended and restated to read as follow:

"2.6 Applications must be received by the Village no later than April 30, 2019, and all façade improvements approved by the Village of Ellenville must be completed within four (4) months of final approval."

2. **SECTION 6 – CONTRACT BETWEEN THE VILLAGE AND COMMERCIAL PROPERTY OWNER.** Section 6.3 of the Agreement is hereby deleted in its entirety and is amended and restated to read as follows:

"6.3 The Village shall develop a contract to outline the roles and responsibilities for both the Village and the participating commercial property owner. At a minimum, the contract must specify:

- o The agreed upon scope of work;
- o The amount of financial assistance awarded;
- o The project timeline;
- o That the term of the contract shall not exceed six (6) months;
- o That permission to extend the term shall not be unreasonably withheld;
- o That payments will be made only after the work is complete; and
- o That the Village has the right to inspect work at any time and to cancel the contract should the work be inconsistent with the standards outlined, or if insurance is not maintained by the contractor.

The Village shall forward a copy of each contract with participating property owners to the President of the Ulster County Economic Development Alliance upon execution."

3. SECTION 7 – CONSTRUCTION MANAGEMENT/QUALITY CONTROL. Section 7.2 of the Agreement is hereby deleted in its entirety and is amended and restated to read as follows:

“7.2 The Village retains the right to inspect work in progress at any point. Before final payment can be made, a final inspection will be required. The Village, the local code enforcement officer and the commercial property owner will all verify that the work was completed properly and is consistent with the contracted scope of work. The Village must clearly document each site visit and inspection in the project files. In addition, a copy of the final inspection report shall be forwarded to the President of the Ulster County Economic Development Alliance upon completion.”

4. SECTION 9 – PAYMENTS. Section 9.1 of the Agreement is hereby deleted in its entirety and is amended and restated to read as follows:

“9.1 The entire eligible funding under this Agreement shall not exceed FIFTY THOUSAND AND 00/100 (\$50,000.00) DOLLARS.”

5. SECTION 10 - TERM. Section 10.1 of the Agreement is hereby deleted in its entirety and is amended and restated to read as follows:

“10.1 The Village agrees to perform the services beginning February 1, 2016 and ending no later than December 31, 2019.”

- 6. Capitalized terms used but not defined herein shall have the meanings set forth in the Agreement.
- 7. Except as expressly set forth herein, the terms and conditions of the Agreement shall continue in full force and effect.
- 8. In the event of a conflict between the Agreement and this Amendment No. 2, the terms and conditions of this Amendment No. 2 shall control.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to enter into this Amendment No. 2, effective as of the Amendment Effective Date.

ULSTER COUNTY ECONOMIC DEVELOPMENT ALLIANCE, INC.

VILLAGE OF ELLENVILLE

By: Suzanne Holt
NAME: Suzanne Holt
TITLE: President & CEO
DATE: 9/7/17

By: _____
NAME: _____
TITLE: _____
DATE: _____