

**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 agree to further amend the agreement to increase the initial allocation by **TWENTY FIVE THOUSAND AND 00/100 (\$25,000.00) DOLLARS** and to extend the Program by three (3) 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 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) DOLLARS.**”

3. **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.**”

2. Capitalized terms used but not defined herein shall have the meanings set forth in the Agreement.
3. Except as expressly set forth herein, the terms and conditions of the Agreement shall continue in full force and effect.
4. 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.

**\*\*\* Signature page follows \*\*\***

**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: \_\_\_\_\_  
NAME: Suzanne Holt  
TITLE: President & CEO  
DATE: \_\_\_\_\_

By: \_\_\_\_\_  
NAME:  
TITLE:  
DATE: \_\_\_\_\_