

**AMENDMENT No. 3 TO
ECONOMIC DEVELOPMENT AGREEMENT
FOR PROFESSIONAL SERVICES**

This Amendment No. 3 (“Amendment No. 3”) is effective as of August 31, 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 **MID-HUDSON PATTERN FOR PROGRESS, INC.**, a not-for-profit corporation with principal offices at 3 Washington Center, Newburgh, New York 12550 (the “Firm”), (each, a “Party,” together, the “Parties”).

RECITALS

WHEREAS, UCEDA and the Firm entered into an Agreement wherein the Firm agreed to provide research, analysis, administration and grant writing services related to the Ellenville Million Program, as amended by that certain Amendment No. 1, effective December 31, 2016 and that certain Amendment No. 2, effective August 31, 2017 (as amended hereinafter referred to as the “Agreement”); and

WHEREAS, UCEDA and the Firm have agreed to amend the Agreement to add tasks related to Broadband services and reallocated funding between the projects as indicated below.

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

AGREEMENT

1. **SCHEDULE A – SCOPE OF SERVICES.** A new section E is hereby added to paragraph I in Schedule A of the Agreement, which reads as follows:

“E. Improve Access to High Speed Broadband: This project will include improvements to the availability of high speed internet access in the Village of Ellenville and the Town of Wawarsing.

- i. The Firm shall identify through research and stakeholder meetings the following:
 - a. Current broadband termination points
 - b. Feasibility for extension of broadband services
 - c. Prioritization of build out locations
 - d. Economic impact
 - e. Costs
 - f. Implementation plan
- ii. The Firm shall manage the implementation process ensuring proper procedures are followed and progress reports are provided to UCEDA.”

2.. **SCHEDULE B - FEES, EXPENSES, AND SUBMISSIONS FOR PAYMENT.** Section 2 of Schedule B of the Agreement is hereby deleted in its entirety and is amended and restated to read as follows:

“2. The Firm’s fee per program objective shall not exceed the following amounts:

Project	Not-to-exceed
Broadband	\$ 3,875.00
Water and Sewer Infrastructure	\$ 6,500.00
Recreational Opportunities	\$10,025.00
Business Plan Competition	\$10,000.00
Grant Writing	\$14,600.00 in house
	\$3,900 contracted work *

*The Firm shall be reimbursed for actual costs incurred and are not subject to mark-up.”

10. Capitalized terms used but not defined herein shall have the meanings set forth in the Agreement.
11. Except as expressly set forth herein, the terms and conditions of the Agreement shall continue in full force and effect.
12. In the event of a conflict between the Agreement and this Amendment No. 3, the terms and conditions of this Amendment No. 3 shall control.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to enter into this Amendment No. 3, effective as of the Amendment Effective Date.

ULSTER COUNTY ECONOMIC DEVELOPMENT
ALLIANCE, INC.

MID-HUDSON PATTERN FOR
PROGRESS, INC.

By: _____
NAME: Suzanne Holt
TITLE: President & CEO
DATE: _____

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