AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is entered into by and between the ULSTER COUNTY ECONOMIC DEVELOPMENT ALLIANCE, a municipal corporation and a county of the State of New York with principal offices at 244 Fair Street, Kingston, New York 12401 (the "UCEDA"), and WESTCHESTER-ELLENVILLE HOSPITAL, INC, a domestic not-for-profit corporation, with principal offices at 10 Healthy Way, Ellenville, NY (the "Firm"), (each, a "Party;" together, the "Parties").

RECITALS

WHEREAS, in the 2015 State of the County Address, the County Executive announced one million dollars in County funding to support various projects in the Village of Ellenville and Town of Wawarsing; and

WHEREAS, the majority of the Ellenville Million fund has been invested in the Ellenville community to achieve the goals of the fund; and

WHEREAS, each of the Ellenville Million categories or "buckets" have either been spent completely or have differing amount of funds remaining; and

WHEREAS, UCEDA, by and through its Department of Economic Development, desires to enter into an agreement for reimbursement of renovations being carried out on Ellenville Regional Hospital; and

WHEREAS, the UCEDA has agreed to contract with the Westchester-Ellenville Hospital, Inc., to do renovations on the building located at 10 Healthy Way, Ellenville, NY, in accordance with the terms and conditions set forth in this Agreement;

NOW THEREFORE, in consideration of the promises and covenants set forth below, the UCEDA and the Firm hereby agrees as follows:

ARTICLE 1 - SCOPE OF SERVICES

The Firm agrees to perform the services identified in "Schedule A," the "Scope of Services" (hereinafter, the "Services"), which is attached hereto and is hereby made a part of this Agreement. The Firm agrees to perform the Services in accordance with the terms and conditions of this Agreement. It is specifically agreed to by the Firm that the UCEDA will not compensate the Firm for any services not included in Schedule A without prior authorization, evidenced only by a written Change Order, Amendment or Addendum to this Agreement, signed by the Parties hereto.

ARTICLE 2 - TERM OF AGREEMENT

The Firm agrees to perform the Services beginning December 15, 2019 and ending April 30, 2020.

ARTICLE 3 - COMPENSATION

For satisfactory performance of the Services, or as such Services may be modified mutually by a written Change Order, Amendment, or Addendum to this Agreement, the UCEDA agrees to compensate the Firm in accordance with "Schedule B, FEES, EXPENSES AND SUBMISSIONS FOR PAYMENT" which is attached hereto and is hereby made a part of this Agreement.

A not-to-exceed fee of ONE HUNDRED EIGHTY THOUSAND AND 00/100 (\$180,000.00) DOLLARS has been established for the Services to be rendered by the Firm. Costs in excess of the above-noted amount may not be incurred without the prior written authorization of the UCEDA, evidenced only by a written Change Order, Amendment or Addendum to this Agreement. It is specifically agreed to by the Firm that the UCEDA shall not be responsible for any additional costs, or costs in excess of the above-noted cost, if authorization by the UCEDA is not given in writing prior to the performance of the services giving rise to such excess or additional costs.

ARTICLE 4 - INDEPENDENT CONTRACTOR

In performing the Services and incurring expenses under this Agreement, the Firm shall operate as and have the status of an independent contractor, and shall not act as or be an agent of the UCEDA. As an independent contractor, the Firm shall be solely responsible for determining the means and methods of performing the Services and shall have complete charge and responsibility for the Firm's personnel engaged in the performance of the same.

ARTICLE 5 - ASSIGNMENT

The Firm shall not assign any of its rights, interests, or obligations under this Agreement, or assign any of the Services to be performed by it under this Agreement.

ARTICLE 6 - SUBCONTRACTING

The Firm agrees to include the following provisions in any and all subcontract agreements for Services to be performed pursuant to this Agreement:

- A. That the work performed by the subcontractor must be in accordance with the terms and conditions of this Agreement between the UCEDA and the Firm, including but not limited to the insurance requirements set forth in Schedule C; and
- B. That nothing contained in the subcontractor agreement shall impair the rights of the UCEDA; and
- C. That nothing contained in the subcontractor agreement, or under this Agreement between the UCEDA and the Firm, shall create any contractual relation in law or equity, between the subcontractor and the UCEDA; and
- D. That the subcontractor specifically agrees to be bound by the Confidentiality provision as set forth in Article 8 of this Agreement between the UCEDA and the Firm.

Upon signing this Agreement, the Firm shall provide the UCEDA with the names and scopes of work of any and all subcontractors to be used in the performance of the Firm's obligations pursuant to this Agreement. Furthermore, upon request by the UCEDA, the Firm shall provide copies of any and all subcontract agreements for Services to be performed pursuant to this Agreement.

The Firm agrees that it is fully responsible to the UCEDA for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, to the same extent as it is for the acts and omissions of persons employed by the Firm. The Firm shall not in any way be relieved of any responsibility under this Agreement by any subcontract.

ARTICLE 7 - PERFORMANCE

In performing the Services, the Firm shall assign qualified personnel and perform such Services in accordance with the professional standards and with the skill, diligence and quality control/quality assurance measures expected of a reputable company performing Services of a similar nature. The Firm is hereby given notice that the UCEDA shall be relying upon the accuracy, competence, and completeness of the Firm's performance in using the results achieved by the Firm's performance of these Services. The Firm shall at all times comply with all applicable Federal, New York State and local laws, ordinances, statutes, rules and regulations.

ARTICLE 8 - CONFIDENTIALITY

For purposes of this Article:

A. The term "Confidential Information" as used herein, means all material and information, whether written or oral, received by the Firm from or through the UCEDA or any other person connected with the UCEDA, or developed, produced, or obtained by the Firm in connection with its performance of Services under this Agreement. Confidential Information shall include, but not be limited to: samples, substances and other materials, conversations, correspondence, records, notes, reports, plans, drawings, specifications and other documents in draft or final form, including any documentation or data relating to the results of any investigation, testing, sampling in laboratory or other analysis, and all conclusions, interpretations, recommendations, and/or comments relating thereto.

B. The term "Firm" as used herein includes all officers, directors, employees, agents, subcontractors, assignees or representatives of the Firm.

The Firm shall keep all Confidential Information in a secure location within the Firm's offices. The UCEDA shall have the right, but not the obligation, to enter the Firm's offices in order to inspect the arrangements of the Firm for keeping Confidential Information secure. The UCEDA's inspection, or its failure to inspect, shall not relieve the Firm of its responsibilities pursuant to this Article 8.

The Firm shall hold Confidential Information in trust and confidence, and shall not disclose Confidential Information, or any portion thereof, to anyone other than the UCEDA, without the prior written consent of the Board of Directors, and shall not use Confidential Information, or any portion thereof, for any purpose whatsoever except in connection with its performance of the Services under this Agreement.

The Firm shall notify the UCEDA immediately upon its receipt of any request by anyone other than the UCEDA for, or any inquiry related to, Confidential Information. The Firm is not prohibited from disclosing portions of Confidential Information if, and to the extent that: (i) such portions have become generally available to the public other than by an act or omission of the Firm, or (ii) disclosure of such portions is required by subpoena, warrant or court order; provided, however, that in the event anyone other than the UCEDA requests all or a portion of Confidential Information, the Firm shall oppose such request and cooperate with the UCEDA in obtaining a protective order or other appropriate remedy, unless and until the Board of Directors, upon consultation with UCEDA's counsel, in writing, waives compliance with the provisions of this Article 8, or determines that disclosure is legally required. In the event that such protective order or other remedy is not obtained, or the UCEDA waives compliance with this Article 8 or determines that such disclosure is legally required, the Firm shall disclose only such portions of Confidential Information that, in the opinion of the UCEDA's counsel, the Firm is legally required to disclose, and the Firm shall use its best efforts to obtain from the party to whom Confidential Information is disclosed, written assurance that confidential treatment will be given to any such Confidential Information disclosed, to the extent permitted by law.

ARTICLE 9 – OWNERSHIP OF CONFIDENTIAL INFORMATION

Notwithstanding any other provision herein to the contrary:

- A. All Confidential Information, as defined in Article 8, including all copies thereof, is the exclusive property of the UCEDA regardless of whether or not it is delivered to the UCEDA. The Firm shall deliver Confidential Information and all copies thereof to the UCEDA upon request.
- B. To the extent that copies of Confidential Information are authorized by the UCEDA to be retained by the Firm, such information shall be retained in a secure location in the Firm's office for a period of six (6) years after completion of the Services, or termination of this Agreement, whichever later occurs, and thereafter disposed of at the UCEDA's direction.

ARTICLE 10 - INTENTIONALLY LEFT BLANK

ARTICLE 11 – PUBLICITY

The prior written approval of the UCEDA is required before the Firm, or any of its employees, representatives, servants, agents, assignees, or subcontractors may, at any time, either during or after completion or termination of this Agreement, make any statement to the media or issue any material for publication bearing on the Services performed or data collected in connection with this Agreement.

If the Firm, or any of its employees, representatives, servants, agents, assignees or subcontractors desires to publish a work dealing with any aspect of this Agreement, or of the results or accomplishments attained by its performance, they must first obtain the prior written permission of the Board of Directors which, unless otherwise agreed to in said written permission, will entitle the UCEDA to a royalty fee, and a non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use such publication.

ARTICLE 12 - BOOKS AND RECORDS

The Firm agrees to maintain separate and accurate books, records, documents and other evidence, and to employ accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement.

ARTICLE 13 - RETENTION OF RECORDS

The Firm agrees to retain all books, records, and other documents relevant to this Agreement for six (6) years after the final payment or termination of this Agreement, whichever later occurs. The UCEDA, any New York State and/or Federal auditors, and any other persons duly authorized by the UCEDA, shall have full access and the right to examine any of said materials during said period.

ARTICLE 14 - AUDITING AND REPORTS

All forms or invoices presented for payment to be made hereunder, and the books, records, and accounts upon which said forms or invoices are based, are subject to audit by the UCEDA. The Firm shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the UCEDA, so that it may evaluate the reasonableness of the charges, and the Firm shall make its records available to the UCEDA upon request. All books, forms, records, reports, cancelled checks, and any and all similar material may be subject to periodic inspection, review, and audit by the UCEDA and/or other persons duly authorized by the UCEDA. Such audits may include examination and review of the source and application of all funds, whether from the UCEDA, private sources, or otherwise. The Firm shall not be entitled to any interim or final payment under this Agreement if any audit requirements and/or requests have not been satisfactorily met.

ARTICLE 15 – NO DISCRIMINATION

As required by Article 16 of the New York State Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, including the Civil Rights Act, the Firm will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition, carrier status, military status, domestic violence victim status, or marital status.

ARTICLE 16 - INSURANCE

For provision of the Services set forth herein and as may be hereinafter amended, the Firm shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, insurance with stated minimum coverage as set forth in "Schedule C", which is attached hereto and is hereby made a part of this Agreement. Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers who have been fully informed as to the nature of Services to be performed by the Firm pursuant to this Agreement. Such insurers shall be of recognized financial standing, satisfactory to the UCEDA. The UCEDA shall be named as an additional insured on all commercial general liability policies with the understanding that any obligations imposed upon the insured (including, without limitation, the obligation to pay premiums) shall be the sole obligation of the Firm and not those of the UCEDA. Notwithstanding anything to the contrary in this Agreement, the Firm irrevocably waives all claims against the UCEDA for all losses, damages, claims or expenses resulting from risks commercially insurable under the insurance described in Schedule C and this Article 16. The provision of insurance by the Firm shall not in any way limit the Firm's liability under this Agreement.

At the time the Firm submits two (2) original executed copies of this Agreement, the Firm shall include certificates of insurance evidencing its compliance with these requirements and those set forth in Schedule C.

Each policy of insurance shall contain clauses to the effect that (i) such insurance shall be primary, without right of contribution of any other insurance carried by or on behalf of the UCEDA, with respect to its interests, (ii) it shall not be cancelled or materially amended, without thirty (30) days prior written notice to the UCEDA (except in the case of cancellation for non-payment of premium, which requires fifteen (15) days prior written notice), directed to the UCEDA, and (iii) the UCEDA shall have the option to pay any necessary premiums to keep such insurance in effect, and charge the cost back to the Firm.

To the extent it is commercially available, each policy of insurance shall be provided on an "occurrence" basis. If any insurance is not so commercially available on an "occurrence" basis, it shall be provided on a "claims made" basis, and all such "claims made" policies shall provide that:

- A. Policy retroactive dates coincide with or precede the Firm's start of the performance of Services (including subsequent policies purchased as renewals or replacements); and
- B. The Firm shall maintain similar insurance for a minimum of three (3) years following final acceptance of the Services; and

- C. If the insurance is terminated for any reason, the Firm agrees to purchase for the UCEDA, an unlimited, extended reporting provision to report claims arising from the Services performed under this Agreement; and
- D. Immediate notice shall be given to the UCEDA of circumstances or incidents that might give rise to future claims with respect to the Services performed under this Agreement.

ARTICLE 17 - INDEMNIFICATION

The Firm agrees to defend, indemnify and hold harmless the UCEDA, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including without limitation, reasonable attorney fees and costs of litigation and/or settlement), whether incurred as a result of a claim by a third party or any other person or entity, arising out of the Services performed by the Firm, its employees, representatives, subcontractors, assignees, or agents pursuant to this Agreement, which the UCEDA, or its officials, employees, or agents may suffer by reason of any negligence, fault, act, or omission of the Firm, its employees, representatives, subcontractors, assignees, or agents. The Firm agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demands, or suits at its sole expense, and agrees to bear all other costs and expenses related thereto, even if such claims, demands, or suits are groundless, false, or fraudulent.

UCEDA will defend at its expense, and indemnify the Firm with respect to any claims, actions, or proceedings arising out of representations, information, or materials supplied by UCEDA to the Firm, and approved by UCEDA for inclusion relative to the Services provided by the Firm, pursuant to this Agreement

ARTICLE 18 - RESPONSIBILITY TO CORRECT DEFICIENCIES

It shall be the Firm's responsibility to correct, in a timely fashion and at the Firm's sole expense, any deficiencies in its Services resulting from the Firm's failure to act in accordance with the standards set forth in Article 7 (Performance) and Schedule A, provided such deficiencies are reported to the Firm within one hundred twenty (120) days after completion and final acceptance of the Services. If the Firm fails to correct such deficiencies in a timely and proper manner, the UCEDA may elect to have others perform such corrections, and the UCEDA may charge any related cost of such corrections to the Firm and/or set-off such amount against any sums otherwise due to the Firm. These remedies, if effected, shall not constitute the sole or exclusive remedies afforded to the UCEDA for such deficiencies, nor shall they constitute a waiver of the UCEDA's right to claim damages or otherwise refuse payment, or to take any other action provided for by law, in equity, or pursuant to this Agreement.

ARTICLE 19 - FORCE MAJEURE

Neither Party hereto shall be considered in default in the performance of its obligations hereunder, to the extent that performance of any such obligation is prevented and/or delayed by any cause, existing or future, beyond the control of such Party, and which by that Party's exercise of due diligence and foresight could not reasonably have been avoided.

Upon removal of such cause, the Party affected shall resume its performance as soon as reasonably possible. The Firm's financial inability to perform shall not be deemed to be an event of Force Majeure regardless of the source causing such financial inability. If the Firm is so delayed in the timely performance of the Services, the Firm's sole and exclusive remedy is to request that a Change Order, Amendment or Addendum to this Agreement be issued by the UCEDA and signed by the President of the UCEDA, permitting an extension of time to perform the Services in an amount equal to the time lost due to such delay. Such request shall be based upon written notice only, stating the specific nature of the claim, delivered to the President of the UCEDA promptly, but in no event later than thirty (30) days after the initial occurrence of the event giving rise to such claim. An extension of time to perform the Services may only be granted by a written Change Order, Amendment or Addendum to this Agreement, signed by the President of the UCEDA. In no event shall the UCEDA be liable to the Firm or to its subcontractors, agents, assignees, or any other person or entity for damages arising out of, or resulting from, any such delays.

ARTICLE 20 - TERMINATION

The Agreement may be terminated by either Party upon thirty (30) days written notice to the other Party. Upon termination, the Firm will turn over all files, lists, or other work product requested by the UCEDA, provided that all Services performed by the Firm have been invoiced and said invoices have been paid in full.

ARTICLE 21 - NO ARBITRATION

Any and all disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to arbitration unless specifically agreed to in writing by the Board of Directors after consultation with the UCEDA's counsel, but must instead only be heard in the Supreme Court of the State of New York, with venue in Ulster County, or if appropriate, in the Federal District Court, with venue in the Northern District of New York, Albany Division.

ARTICLE 22 - GOVERNING LAW

This Agreement shall be governed by the laws of the State of New York, except where the Federal Supremacy Clause requires otherwise. The Firm shall render all Services under this Agreement in accordance with applicable provisions of all Federal, State, and local laws, rules and regulations as are in effect at the time such Services are rendered.

ARTICLE 23 - WAIVER AND SEVERABILITY

The failure of either Party to enforce at any time, any provision of this Agreement, does not constitute a waiver of such provision in any way or waive the right of either Party at any time to avail itself of such remedies as it may have for any breach or breaches of such provision. None of the conditions of this Agreement shall be considered waived by the UCEDA unless such waiver is explicitly given in writing by the President of the UCEDA. No such waiver shall be a waiver of any past or future default, breach, or modification of any of the terms or conditions of this Agreement, unless expressly stipulated in such waiver as executed by the President of the UCEDA.

The invalidity or invalid application of any provision of this Agreement shall not affect the validity of any other provision, or the application of any other provision of this Agreement.

ARTICLE 23 - GENERAL RELEASE

Acceptance by the Firm or its assignees, of the final payment under this Agreement, whether by voucher, judgment of any court of competent jurisdiction, administrative or other means, shall constitute and operate as a general release to the UCEDA from any and all claims of the Firm arising out of the performance of this Agreement.

ARTICLE 24 - INTENTIONALLY LEFT BLANK

ARTICLE 25 - NO CLAIM AGAINST OFFICERS, AGENTS OR EMPLOYEES

No claim whatsoever shall be made by the Firm against any officer, agent, or employee of the UCEDA, for or on account of any act or omission in connection with this Agreement.

ARTICLE 26 - ENTIRE AGREEMENT

The rights and obligations of the Parties and their respective agents, successors and assignees shall be subject to and governed by this Agreement, including Schedules A, B, and C, which supersedes any other understandings or writings between or among the Parties to this Agreement.

ARTICLE 27 - SURVIVING OBLIGATIONS

The Firm's obligations, and those of the Firm's employees, representatives, agents, subcontractors, successors and assignees, assumed pursuant to Article 7 (Performance), Article 8 (Confidentiality), Article 9 (Ownership of Confidential Information), Article 11 (Publicity), Article 13 (Retention of Records), Article 17 (Indemnification), and Article 18 (Responsibility to Correct Deficiencies), shall survive completion of the Services and/or the expiration or termination of this Agreement.

ARTICLE 28 - NOTICES

Except as expressly provided otherwise in this Agreement, all notices given to any of the Parties pursuant to or in connection with this Agreement shall be in writing, shall be delivered by hand, by certified or registered mail, return receipt requested, or by Federal Express, Express Mail, or other nationally recognized overnight carrier. Except where otherwise specifically defined within this

Agreement, notices shall be effective when received. Notice addresses are as follows:

<u>Firm:</u>
Westchester-Ellenville Hospital, INC
Attention: Steven L. Kelley
10 Healthy Way
Ellenville, New York 12428

UCEDA: Ulster County Economic Development Alliance Attention: Lisa Berger 244 Fair Street Kingston, New York 12401

Any communication or notice regarding indemnification, termination, litigation or proposed changes to the terms and conditions of this Agreement shall be deemed to have been duly made upon receipt by the Parties at the addresses set forth herein, or such other addresses as may have been specified in writing by one Party to the other Party.

Either Party may, by written notice to the other Party given in accordance with the foregoing, change its address for notices.

ARTICLE 29 - MODIFICATION

No changes, amendments, or modifications of any of the terms and/or conditions of this Agreement shall be valid unless reduced to writing and signed by the Parties to this Agreement. Changes to Schedule A, the Scope of Services, in this Agreement shall not be binding, and no payment shall be due in connection therewith, unless prior to the performance of any such Services, the President of the UCEDA, executes an Addendum, Amendment or Change Order to this Agreement. The aforesaid Addendum, Amendment or Change Order shall specifically set forth the scope of such extra or additional services, the amount of compensation, and the extension of time for performance, if any, for any such extra or additional services. Unless otherwise specifically provided for therein, the provisions of this Agreement shall apply with full force and effect to the terms and conditions contained in such Addendum, Amendment or Change Order.

ARTICLE 30 - HEADINGS AND DEFINED TERMS

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The Article headings used in this Agreement are for reference and convenience only, and shall not in any way limit or amplify the terms, conditions, and provisions hereof. All capitalized terms, acronyms, and/or abbreviations shall have the meanings ascribed to them by this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to enter into this Agreement as of the dates set forth below, effective as of the beginning date set forth in Article 2 above.

OLSTER COUNTY ECONOMIC DEVELOPMENT	WESTCHESTER-ELLENVILLE
ALLIANCE, INC	HOSPITAL, INC
Ву:	By They
NAME: Sarah Haley	NAME: Steven L. Kelley
TITLE: Board Chair	TITLE: President & CEO
DATE:	DATE: 2-10-2020

SCHEDULE A SCOPE OF SERVICES

- 1. The Firm shall convert approximately 1,350 square feet of the existing records retention space in the Ellenville Regional Hospital into five (5) different offices, open meeting room with seven (7) work stations, and two (2) bathrooms (the "Services").
- 2. The Firm shall hire independent contractors to perform the Services.
- 3. The Services shall be performed at Ellenville Regional Hospital located at 10 Healthy Way, Ellenville, New York 12428.
- 4. The Firm shall complete the Services by April 30, 2020.
- 5. After the Services are completed, the Firm shall hire more full-time staff in order to improve the quality of healthcare services that they provide.
- 6. The Firm shall deliver a report on the final work to the Ulster County Economic Development Alliance located at 244 Fair Street, Kingston, New York, 12401 on April 30, 2020.

SCHEDULE B FEES, EXPENSES, AND SUBMISSIONS FOR PAYMENT

- 1. The Firm's fee for Services shall not exceed the amount of ONE HUNDRED EIGHTY THOUSAND AND 00/100 (\$180,000.00) DOLLARS for the Term of this Agreement.
- 2. The Firm shall invoice the Ulster County Economic Development Alliance on a monthly basis for the Services provided.
- 3. The Firm's invoices must contain, or have attached, sufficient supporting detail, as reasonably required by the county, to verify the claim.
- 4. In no event shall claims be submitted in advance or accrued prior to expenditure.
- 5. The Firm's final invoice under this Agreement shall be submitted by June 30, 2020.
- 6. The UCEDA shall remit payment to the Firm within sixty (60) days of approval of the invoice by the Ulster County Economic Development Alliance.
- 7. Notwithstanding any other term or provision of this Agreement, including this Schedule B, the Firm's invoices, together with all documentation required, must be promptly and timely submitted. The UCEDA reserves the right to reject payment of invoices that are submitted more than one hundred twenty (120) days after the required submission date set forth above, regardless of whether the service, work, or delivery was rendered.
- 8. The Firm agrees to meet any additional invoicing requirements that the UCEDA may from time to time require, with reasonable notice to the Firm.

SCHEDULE C UCEDA STANDARD CONTRACT INSURANCE REQUIREMENTS

CONDITIONS OF INSURANCE

Unless otherwise authorized by the UCEDA Board of Directors, strict adherence to this schedule is required. Any deviation without prior authorization from the UCEDA Board of Directors will result in a delay in the finalization of this Agreement.

The Firm shall submit copies of any or all required insurance policies as and when requested by the UCEDA.

CERTIFICATES OF INSURANCE

The Firm shall file with UCEDA, prior to commencing work under this Agreement, all proper Certificates of Insurance.

The Certificates of Insurance shall include:

- a. Name and address of Insured
- b. Issue date of certificate
- c. Insurance company name
- d. Type of coverage in effect
- e. Policy number
- f. Inception and expiration dates of policies included on the certificate
- g. Limits of liability for all policies included on the certificate
- h. "Certificate Holder" shall be the Ulster County Economic Development Alliance, Inc., P.O. Box 1800, Kingston, New York 12402-1800.

If the Firm's insurance policies should be non-renewed or canceled, or should expire during the life of this Agreement, the UCEDA shall be provided with a new certificate indicating the replacement policy information as requested above. The UCEDA requires thirty (30) days prior written notice of cancellation [fifteen (15) days for non-payment of premium] from the Insurer, its agents or representatives.

WORKERS' COMPENSATION AND DISABILITY INSURANCE

The Firm shall take out and maintain during the life of this Agreement, Workers' Compensation (WC) Insurance and Disability Benefits (DB) Insurance, for all of its employees employed at the site of the project, and shall provide Certificates of Insurance evidencing this coverage to the UCEDA.

If the Firm is not required to carry such insurance, the Firm must submit form CE-200 attesting to the fact that it is exempt from providing WC and/or DB Insurance coverage for all of its employees.

The manner of proof related to WC and DB Insurance is controlled by New York State Laws, Rules and Regulations. "ACORD" forms are not acceptable proof of WC and/or DB Insurance.

WORKERS' COMPENSATION REQUIREMENTS

To assist the State of New York and municipal entities in enforcing WCL Section 57, a business entity (the Firm) seeking to enter into a contract with a municipality (the UCEDA) must provide one of the following forms to the municipal entity it is entering into a contract with. The Firm should contact its insurance agent to obtain acceptable proof of WC coverage:

- Form C-105.2 "Certificate of NYS Workers' Compensation Insurance" or
- Form U-26.3 "Certificate of Workers' Compensation Insurance" issued by the New York State Insurance Fund or
- Form SI-12 "Affidavit Certifying that Compensation has Been Secured" issued by the Self-Insurance Office of the Workers' Compensation Board if the Firm is self-insured or

- Form GSI-105.2 "Certificate of Participation in Workers' Compensation Group Self-Insurance" issued by the Self-Insurance administrator of the group or
- Form GSI-12 "Certificate of Group Workers' Compensation Group Self-Insurance" issued by the Self-Insurance Office of the Workers' Compensation Board if the Firm is self-insured.

If the Firm is not required to carry WC coverage, it must submit Form CE-200, "Certificate of Attestation of Exemption" from New York State Workers' Compensation and/or Disability Benefits Insurance Coverage. This form and the instructions for completing it are available at http://www.wcb.ny.gov

DISABILITY BENEFITS REQUIREMENTS

To assist the State of New York and municipal entities in enforcing WCL Section 220(8), a business entity (the Firm) seeking to enter into a contract with a municipality (the UCEDA) must provide one of the following forms to the municipal entity it is entering into a contract with. The Firm should contact its insurance agent to obtain acceptable proof of DB Insurance Coverage:

- Form DB-120.1 "Certificate of Insurance Coverage Under the NYS Disability Benefits Law" or
- Form DB-155 "Compliance with Disability Benefits Law" issued by the Self-Insurance Office of the Workers'
 Compensation Board if the Firm is self-insured.

If the Firm is not required to carry DB Insurance coverage, it must submit Form CE-200, "Certificate of Attestation of Exemption" from New York State Workers' Compensation and/or Disability Benefits Insurance Coverage. This form and the instructions for completing it are available at http://www.wcb.ny.gov

COMMERCIAL GENERAL LIABILITY INSURANCE

The Firm shall take out and maintain during the life of this Agreement, such bodily injury liability and property damage liability insurance as shall protect it and the UCEDA from claims for damages for bodily injury including accidental death, as well as from claims for property damage that may arise from operations under this Agreement, whether such operations be by the Firm, by any subcontractor, or by anyone directly or indirectly employed by either of them.

It shall be the responsibility of the Firm to maintain such insurance in amounts sufficient to fully protect itself and the UCEDA, but in no instance shall amounts be less than the minimum acceptable levels of coverage set forth below:

Bodily Injury Liability and Property Damage Liability Insurance in an amount not less than TWO MILLION AND 00/100 (\$2,000,000.00) DOLLARS for each occurrence, and in an amount not less than FOUR MILLION AND 00/100 (\$4,000,000.00) DOLLARS general aggregate.

Other Conditions of Commercial General Liability Insurance:

- a. Coverage shall be written on Commercial General Liability form.
- b. Coverage shall include:
 - 1. Contractual Liability
 - 2. Independent Contractors
 - 3. Products and Completed Operations
- c. "Additional Insured" status shall be granted to "ULSTER County Economic Development Alliance, Inc., P.O. Box 1800, Kingston, New York, 12402-1800", shown on the Commercial General Liability policy, further stating that this insurance shall be primary and non-contributory with any other valid and collectable insurance.

AUTOMOBILE LIABILITY INSURANCE

Automobile Bodily Injury Liability and Property Damage Liability Insurance shall be provided by the Firm, with a minimum Combined Single Limit (CSL) of **ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS**.

Coverage shall include:

- a. All owned vehicles
- b. Hired car and non-ownership liability coverage
- c. Statutory No-Fault coverage

Ellenville Regional Hospital 1329--PAINT LIFE

Print As: PAINT LIFE

5197 American Express American Express 0011 Date: 03/31/2020

	Reference Number Department ID Location Amount	Entered Amount Paid
150127CIP - Population	1	\$26.39 \$26.39
Net Amount:		\$26,39

Page 1 of 1

Ellenville Regional Hospital 10 Healthy Way Ellenville, NY 12428

American Express

5197

Date: 03/31/2020

Pay To The Order Of PAINT LIFE

Twenty Six Dollars and 39 Cents

\$**26.39**

PAINT LIFE **United States**

#005197# #111100001#

9990011"

Ellenville Regional Hospital 1329--PAINT LIFE
Print As: PAINT LIFE

5197 American Express American Express 0011 Date: 03/31/2020

Date Bill # Acct Memo 03/08/2020 8229	Reference Number Department ID Location	Amount Entered Amount Paid
150127–CIP - Population	1	\$26.39 \$26.39
Net Amount:		\$26.39

Thank You For Your Paint Life Order

support=idaho-painters.com@c.soundest1.com on behalf of The Idaho Painter <support@idaho-painters.com>

Sun 3/8/2020 4:55 AM

To:John Gavaris <j.gavaris@erhny.org>;

You made our day!

PAINTLIFE

Order confirmation

Thank you for your order, John

We have received your order and thank you for supporting the Paint Life community. Below is your purchase information.

20% Off For 2 Days

We want to say thank your for your Paint Life purchase and offer your a special 20% discount on any order for the next 2 days. Yes 20% OFF.

Excludes PaintLine products.

4VJ0-B0N7-UTHK

Expires on Mar 10, 2020

Order summary

Order: #8229 Sun, Mar 8, 2020 01:54



Airless Hose Whip

\$21.50

Product ID: 1501660807223 Product SKU: WHIP1021 Variant: 3/16 3ft Green Vendor: The Idaho Painter

Weight: 190gr

Qty: 1

Order total

Subtotal price:	\$21.50
Discount:	\$0.00
Shipping price:	\$5.00

Total price: \$26.50

Billing and shipping

Billing

John Gavaris
Ellenville Regional Hospital
10 Healthy Way
Ellenville
New York NY
12428
United States US
9143883665

Shipping

John Gavaris
Ellenville Regional Hospital
10 Healthy Way
Ellenville
New York NY
12428
United States US
+19143883665

Payment method American Express

Credit Card

Shipping method

USPS First-class Package Service -Retail \$5.00

VIEW ORDER

The Idaho Painter

support@idaho-painters.com







This email was Virus checked by Astaro Security Gateway. http://www.sophos.com

Ulster County Economic Development Alliance Ellenville Million Status As of April 30, 2020

			Committed	Reserved/ Contract		
_	Allocation	Spent to Date	via Contract	Expired	Unallocated	_
Water/Sewer	45,000.00	30,000.00	-	-	15,000.00	
Jump Start	125,000.00	73,020.00	-	-	51,980.00	
Outdoor Recreation	174,600.00	78,443.39	-	64,301.31	31,855.30	- Under contract with Town of Wawarsing for Pavilion Project (\$64,301.31 - CONTRACT EXPIRED 11/30/19 - work completed 2/2020 & all documents submitted - need contract extension); - Under contract with Town of Wawarsing for O&W Rail Trail (\$31,855.30 remaining - CONTRACT EXPIRED 12/31/19)
Main Street Improvements	50,000.00	22,450.00	-	-	27,550.00	
Project Management	48,900.00	48,800.00	-	-	100.00	
High Speed Internet	75,000.00	24,000.00	39,000.00	12,000.00	-	- Under contract with Evolving Media (\$12,000.00 remaining - CONTRACT EXPIRED 6/30/19) - work performed 7/2019; - Under contract with Evolving Media for implementation of wireless network (\$39,000.00) - expires 7/1/2020
Tourism/Marketing	151,500.00	150,000.00	-	-	1,500.00	
Vocational Training	50,000.00	40,892.00	7,734.00	-	1,374.00	- Under contract with Ellenville First Aid & Rescue (\$7,734) - contract expires 6/1/2020
Grant Matching	105,000.00	62,813.00	-	10,874.00	31,313.00	- Under contract with Town of Wawarsing for Colony Farm Feasibility Study (\$10,874.00 - CONTRACT EXPIRED 12/31/18) - missing one piece of documentation - payment still valid; - Under contract with Village of Ellenville for D&H Heritage Trail (\$15,000.00 - CONTRACT EXPIRED 12/31/19
Hunt Memorial	100,000.00	100,000.00	-	-	-	
Shadowlands	75,000.00	75,000.00	-	-	-	
TOTALS	1,000,000.00	705,418.39	46,734.00	87,175.31	160,672.30	

```
2016 218,870.00

2017 166,834.40

2018 206,854.79

2019 123,733.20

716,292.39

(10,874.00) Town of Wawarsing Colony Farm Feasibility Study

705,418.39
```

RYCOR LLC 537 State Route 208 New Paltz, NY 12561 845-742-5110 1-15-20 10,0 - 6,16

Hello John Gavaris j.gavaris@ellenvilleregional.org Ph # 845-210-3045 Ph # 845-210-3046 Rural Health Office

Mitsubishi Super High Efficiency Heating, Cooling, Dehumidification, and Air Purification system

Install (5) Mitsubishi Hyper-Heat Heat Pump in Offices

- Provide all materials and labor to install one 9,000 BTU- Mitsubishi Ductless Hyper-Heat Heat Pump system
- Condensing unit located on wall mount system
- Evaporator located close to ceiling
- All lines will be covered in Line Hide Covering
- Condensation will be piped to outside

Total price to complete above mentioned work: \$4,300

Install (2) Mitsubishi Hyper-Heat Heat Pump in Offices

- Provide all materials and labor to install one 18,000 BTU- Mitsubishi Ductless Hyper-Heat Heat Pump system
- Condensing unit located on wall mount system
- Evaporator located close to ceiling
- All lines will be covered in Line Hide Covering
- Condensation will be piped to outside

Total price to complete above mentioned work: \$4,950

1.400 Discount-RYCOR is pleased to offer 200 discount per system to 7 systems are installed on the same date by 2-15-20

Total due on day of installation: \$30,000 paid by Certified Bank Check

\$1,000 Central Hudson Rebate- \$300 off per system via mail in rebate check from Central Hudson

Total price for 7 systems after all rebates and discounts are applied: \$29,000

Fresh Air

Tie into existing HRV and install return ducts into 2 bathrooms. Install to ceiling lay in diffusers and connect ducts to them.

Total price to run ductwork and connect to new space: \$1,950

Note: Line Voltage and Panel work is not included in above scope of work. An electrician will be needed to complete project.

Thank you for taking the time to meet with me. It would be a pleasure to complete this project with you. Please feel free to call me at any time with any thoughts or questions.

Sincerely, Scott Arnold RYCOR HVAC 845-742-5110

Ellenville Regional Hospital R010--RYCOR HVAC Print As: RYCOR HVAC

537 STATE ROUTE 208 NEW PALTZ, NY 125610000

20308 Provident Bank Operating 5111 Date: 03/20/2020

Timerio: Terooreriti			CERTIFICATION AND ADDRESS OF THE PARTY OF TH		Date.	UUIZUIZUZU
Date	Bill #	Reference Nur	nber			
Acct	Memo	Department ID	Location	Amount Entered	Term Discount	Amount Paid
PERSON DE PARTIE AND		A DESTRUCTION OF THE PARTY OF T	The State of the S	Transferred the part of the late.	Discount	and the delivery
09/19/2020	10,0-6,16-a					
150127-CIP - Population	RURAL HEALTH OFFICE		1	\$1,000.00	\$0.00	\$1,000.00
Net Amount:						\$1,000.00

Page 1 of 1

Ellenville Regional Hospital 10 Healthy Way Ellenville, NY 12428

Provident Bank Ellenville, NY

20308

Date: 03/20/2020

Pay To The Order Of RYCOR HVAC

One Thousand Dollars

\$**1,000.00**

RYCOR HVAC 537 STATE ROUTE 208 NEW PALTZ, NY 125610000 **United States**

"O 20 30 8 " 12 2 2 1 9 7 0 4 4 3 12

5551111

Ellenville Regional Hospital R010--RYCOR HVAC Print As: RYCOR HVAC

537 STATE ROUTE 208 NEW PALTZ, NY 125610000

20308 Provident Bank Operating 5111 Date: 03/20/2020

Date	Bill#	Reference Number			
Acct	Memo	Department ID Location	Amount Entered	Term Discount	Amount Paid
BACKET SHEETS FOR THE SECOND	SHEELER WAS TOOLS OF THE SHEELERS			Diacount	
09/19/2020	10,0-6,16-a				
150127-CIP - Population	RURAL HEALTH OFFICE	1	\$1,000.00	\$0.00	\$1,000.00
Net Amount:	BUT HOTELS AND EXCEPTION OF THE PROPERTY OF				\$1,000.00

Ellenville Regional Hospital R010--RYCOR HVAC Print As: RYCOR HVAC

537 STATE ROUTE 208 NEW PALTZ, NY 125610000

20252 Provident Bank Operating 5111 Date: 03/19/2020

Date	Bill#	Reference Number		Date.	03/19/2020
Acct	Memo	Department ID Location	Amount Entered	Term Discount	Amount Paid
03/19/2020	10,0-6,16			Diccount	
150127CIP - Population	RURAL HEALTH OFFICE		\$29,000.00	\$0.00	\$29,000.00
Net Amount:			alla kada da ibili ka		\$29,000.00

Page 1 of 1

Ellenville Regional Hospital
10 Healthy Way
Ellenville, NY 12428

Provident Bank Ellenville, NY

20252

Date: 03/19/2020

Pay To The Order Of RYCOR HVAC

Twenty Nine Thousand Dollars

\$**29,000.00**

RYCOR HVAC 537 STATE ROUTE 208 NEW PALTZ, NY 125610000 United States

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5551111

Ellenville Regional Hospital R010--RYCOR HVAC Print As: RYCOR HVAC

537 STATE ROUTE 208 NEW PALTZ, NY 125610000

20252 Provident Bank Operating 5111 Date: 03/19/2020

Date	Bill#	Reference Number			
Acct	Memo	Department ID Location	Amount Entered	Term Discount	Amount Paid
03/19/2020	10.0-6.16			Discount	
150127-CIP - Population	RURAL HEALTH OFFICE	1	\$29,000.00	\$0.00	\$29,000,00
Net Amount:					\$29,000.00

Saft Electrical Service, Inc.

P.O. Box 1088 Pine Bush, NY 12566 (845) 744-5072

INVOICE

DATE	INVOICE#
3/18/2020	27995

BILL TO	
Ellenville Regional Hospita	.1
10 Healthy Way	
Ellenville, NY 12428	
Ellenville, NY 12428	

"We may not be the least expensive, but we assure quality, reliability, and satisfaction."

PROJECT/LOCATION	WORK ORDERED BY	PHONE NUMBER	REP	COMPLETION
Basement offices	John G.	647-6400	SPS	3/17/2020
DE	SCRIPTION		A	MOUNT
Completion of rough wiring as per estin Extras & credits as per estimate #3944 Balance and any extras due upon compl				17,266.67 1,606.00
	50127			
	3012			
	Pack# 20 4/2/2020	353		

NOTE: All equipment and materials installed by Saft Electric remain the property of Saft Electric until invoice is paid in full.

TOTAL:

\$18,872.67

PAYMENT IS DUE BY:

4/2/2020

Ellenville Regional Hospital 1293—SAFT ELECTRICAL SERVICE, INC. Print As: SAFT ELECTRICAL SERVICE, INC. PO BOX 1088 PINE BUSH, NY 12566 20353 Provident Bank Operating 5111 Date: 04/02/2020

Date Acct	Bill # Memo	Reference Number	Amount Entered	Amount Paid
03/18/2020	27995		and the second	
150127-CIP - Population	RH Office	1	\$18,872.67	\$18,872.67
Mot Amount				\$18,872.67

Page 1 of 1

THE BACK OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK - HOLD AT AN ANGLE TO VIEW

Ellenville Regional Hospital

10 Healthy Way Ellenville, NY 12428 Provident Bank Ellenville, NY 20353

Date: 04/02/2020

Pay To The Order Of SAFT ELECTRICAL SERVICE, INC.

Eighteen Thousand Eight Hundred Seventy Two Dollars and 67 Cents

\$**18,872.67**

SAFT ELECTRICAL SERVICE, INC. PO BOX 1088 PINE BUSH, NY 12566 United States

#O 20 3 5 3 # 1 2 2 1 9 7 0 4 4 3 1

5551111

Ellenville Regional Hospital 1293—SAFT ELECTRICAL SERVICE, INC. Print As: SAFT ELECTRICAL SERVICE, INC. PO BOX 1088 PINE BUSH, NY 12566 20353 Provident Bank Operating 5111 Date: 04/02/2020

Date	Bill #	Reference Number Department ID	Location	Amount Entered	Amount Paid
Acct 03/18/2020	27995	Jopan, John J. C. Commission of the Commission o			diameter and and
150127-CIP - Population	RH Office		1	\$18,872.67	\$18,872.67 \$18,872.67
Net Amount	CONTRACTOR DESIGNATION OF STREET		Service of the servic	and the second of the second o	\$10,012.01

Saft Electrical Service, Inc.

P.O. Box 1088 Pine Bush, NY 12566 (845) 744-5072

INVOICE

DATE	INVOICE#
3/2/2020	27933

BILL TO

Ellenville Regional Hospital 10 Healthy Way Ellenville, NY 12428

"We may not be the least expensive, but we assure quality, reliability, and satisfaction."

PROJECT/LOCATION	WORK ORDERED BY	PHONE NUMBER	REP	COMPLETION
Rural Health Network	John G.	647-6400	JES	3/2/2020
DESCR	IPTION			MOUNT
Deposit for wiring of new offices as per esting	mate #3916			17,266.67
	UCED Grant #			
GL#	150127			
	130101			
	Par	1 3/5/208	(2)	
	(d 3/5/202	0170	
		*		
	>			
3/2/2				
13/20				

NOTE: All equipment and materials installed by Saft Electric remain the property of Saft Electric until invoice is paid in full.

TOTAL:

\$17,266.67

PAYMENT IS DUE BY:

3/10/2020

Image Report



ABA Number 221970443 **Account Number** 555111 **Serial Number** 20170 Amount \$17,266.67 **Paid Date** 03/13/2020

Front

THE BACK OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK - HOLD AT AN ANGLE TO VIEW

Ellenville Regional Hospital
10 Healthy Way
Ellenville, NY 12428

Provident Bank

20170

Date: 03/05/2020

 $\stackrel{\mbox{\scriptsize Pay To}}{\mbox{\scriptsize The Order Or SAFT ELECTRICAL SERVICE, INC.}}$

Seventeen Thousand Two Hundred Sixty Six Dollars and 67 Cents

\$**17,266.67**

SAFT ELECTRICAL SERVICE, INC. PO BOX 1088 PINE BUSH, NY 12566 United States

#221970443# ## "O 20 1 70"

5551111

Back

-Inst=WALDEN SAVINGS BANK -BranchName=PINE BUSHBr=1005 -TIrID=1451-TranDt=03/12/20-StartTm= 3:44:30 PM -RINum=>221971316<-ItemNum=000207996331

-Inst=WALDEN SAVINGS BANK -BranchName=PINE BUSHBr=1005 -TirlD=1451-TranDt=03/12/20 -StartTm= 3:44:30 PM

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Endorse Check Here

PAY TO THE OBDER OF WALDEN SAVINGS BANK PINE BUSH, NY 12566 221971316 ACCT #6696607197 FOR DEPOSIT ONLY AFT ELECTE STRVICE INC.



TOP QUALITY SEALCOAT INC.



(845) 626 7026 - 5188, RTE 209, Accord, N.Y. 12404

Making Tour I	Blacktop Beautiful
Tom Pinkerous New York Stamped Asphalt Top Quality Sealcoat (845) 626-7026 5188, Rte. 209 Accord, N.Y. 12404 www.nystampedasphalt.com	Services: Sealcoating: Parking Lots / Driveways Blacktop Repairs / Installations Hot Tar Crack Filling / Crack Repair Striping: Existing and New Layouts Tennis and Asphalt Courts for Sports Stamped Asphalt: Many Designs
Customer Invoice # 2020-3	Date: 3/10/20
Name: ELLENVILLE REGIONAL Address: City, State Phone:	This is a billing invoice,
C/O Location: DUMPSTER-CONSTRUCTION	
BILLING INVOICE DESCRIPTION	PRICE
	PRICE \$650.00
BILLING INVOICE DESCRIPTION 20 YARD DUMPSTER RENTAL DUMP FEES 1.73 TONS OVER LIMIT@\$11	\$650.00 10 TON \$190.30
20 YARD DUMPSTER RENTAL	\$650.00

I Invoice:

Payment Due:

4/9/20



ABA Number 221970443
Account Number 555111
Serial Number 20341
Amount \$840.30
Paid Date 04/09/2020

Front

THE BACK OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK - HOLD AT AN ANGLE TO VIEW

Ellenville Regional Hospital
10 Healthy Way
Ellenville, NY 12428

Provident Bank

20341

Date: 03/30/2020

Pay To The Order of TOP QUALITY SEALCOAT, INC. ***Eight Hundred Forty Dollars and 30 Cents***

\$**840.30**

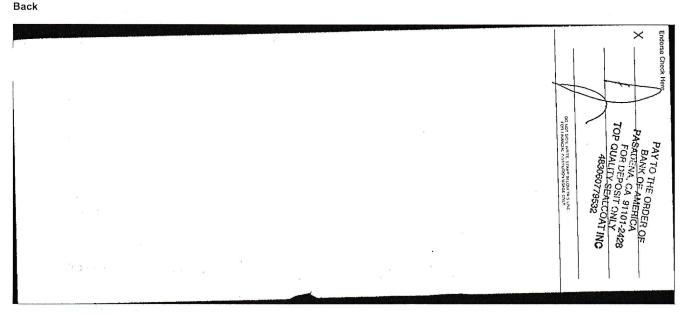
TOP QUALITY SEALCOAT, INC. 5188 ROUTE 209 ACCORD, NY 124040000 United States

s .

5551111

#020344# #224970443#

n .



187 East Market Street Suite 180

Rhinebeck NY 12572

845 876 8202 845 876 8112 fax optimusarchitecture.com

Invoice



ARCHITECTURE

March 12, 2020

Invoice #

OA-2020-68

To

John Gavaris

Ellenville Regional Hospital

PO Box 668

Ellenville, NY 12428-0668

Email

j.gavaris@ellenvilleregional.org

Project

Ellenville Rural Health Network Office

Job#

1927

Dates Description **Units** Rate Fee

Professional Services

Ellenville Rural Health Network Office

Communication and Coordination with Owner, Bidders, and Vendors

Process and Review RFI's from Owner's Electrician

Code review for removing plaster ceiling

Prepare & sent signed and stamped drawing sets for Building Department and Owner

1/26/20 - 3/7/20

D. Gallagher	2.50	170.00	425.00
J. Terranova	12.50	120.00	1500.00
Admin	0.50	75.00	37.50
Sub total			1962.50
Reimbursable Expense			
SJM Associates	200.00	1.10	220.00
(24) 24x36 B&W prints - 4 sets for Building Dept & Owner	144.00	1.00	144.00
Sub total			364.00

Total Balance Due

\$2,326.50

Payable to Optimus Architecture Terms: Due upon receipt / 2% Late fee

Thank you.

Pd 3130 ck # 20334

Image Report



ABA Number 221970443
Account Number 555111
Serial Number 20334
Amount \$2,326.50
Paid Date 04/06/2020

Front

THE BACK OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK - HOLD AT AN ANGLE TO VIEW

Ellenville Regional Hospital 10 Healthy Way Ellenville, NY 12428

Provident Bank

20334 Date: 03/30/2020

Pay To The Order of OPTIMUS ARCHITECHTURE

Two Thousand Three Hundred Twenty Six Dollars and 50 Cents

\$**2,326.50**

OPTIMUS ARCHITECHTURE 187 EAST MARKET STREET SUITE 180 RHINEBECK, NY 125720000 United States

#020334# #221970445#

5551111

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CASH

CHECK

PETTY CASH / CHECK REQUEST

PAYABLE TO:	Town of Wawar	rsing		entender, control engineering of the Children control of the contr	
ADDRESS:					
CITY, STATE ZIP:	о семного на наменения водинения в без на него начана на начана на начана на начана на начана на начана на нач	että estät tilitätään kenetti että teivii kenettein viiteitiin. Viittiinin kun ettiitiinen kun ettiitiinen kun	energenen an energia de productivo de la composição de la composição de la composição de la composição de la c	antinateralus antinateralus del producera de la companya del companya de la companya de la companya del companya de la companya del la companya de la compan	ekonominani derimanini estimen il 9-2-1
AMOUNT:	\$1,925.00		DATE REQUEST	TED BY: 3/3/2020)
	о по в в не от приня по не не на навине на		PURCHASE OR	IDER #:	
Building _I	permit fees. \$19	0,000.00 projec	ct. \$35/1st \$1k and	I \$10/additional \$	1k.
					er a sammer state a state a sammer
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					the state of the s
REQUESTED BY:	John Gavaris	NA -		DATE:	3/3/2020
AUTHORIZED BY:	Sobn B	Louaris		DA ⁻ 3/3/2020	
SPECIAL INSTRUCTION	ONS:				
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VENDOR #: INVOICE #:

G/L# AMOUNT

150127 - CIP Population Health office

Population Health Duilding Permit 2020

Pd Cx # 20153

313/2020

BUILDING DEPARTMENT	Nº 20906
TOWN OF WAWARSING Receipt	Date 3 3 20 20
Received From Slevy le Regional	Montal Montal Was & 1905 w
for: Building Permit Other	BUILDING INSPECTOR

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Image Report



ABA Number 221970443 **Account Number** 555111 Serial Number 20153 \$1,925.00 Amount Paid Date 03/12/2020

Front

THE BACK OF THIS DOCUMENT CONTAINS AN ARTIFICIAL	WATERMARK - HOLD AT AN ANGLE TO VIEW

Ellenville Regional Hospital
10 Healthy Way
Ellenville, NY 12428

Provident Bank Ellenville, NY

20153

Date: 03/03/2020

Pay To The Order Of TOWN OF WAWARSING

One Thousand Nine Hundred Twenty Five Dollars

\$**1,925.00**

TOWN OF WAWARSING PO BOX 671 ELLENVILLE, NY 12428 United States

5551111

#020153# @221970443G

Back

ISN# 381001243602 Date 3/11/2020 WorkType:26 Batch#: 4

Endorse Check Here

Elianville, NY 12425 Town of Wawarsing

FOR FRUNCIAL INSTITUTION USAGE ONLY

187 East Market Street

Suite 180

Rhinebeck NY 12572

845 876 8202 845 876 8112 fax optimusarchitecture.com

Invoice



ARCHITECTURE

January 29, 2020

Invoice #

OA-2020-32

To

John Gavaris

Ellenville Regional Hospital

PO Box 668

Ellenville, NY 12428-0668

Email

j.gavaris@ellenvilleregional.org

Project

Ellenville Rural Health Network Office

Job#

1927

<u>Dates</u>

Description

<u>Units</u>

Rate

Fee

Professional Services

Ellenville Rural Health Network Office

Communication and Coordination with Owner and Bidders

Email Owner with information for possible floor raceway product

Bidding coordination including discussing Bid cost/prices with Owner & clarifications for Bidders

Prepare & sent Addendum #01

12/3/19 - 1/25/20

D. Gallagher J. Terranova

Admin Sub total 2.50

10.00

0.50

170.00 120.00

425.00 1200.00

37.50

75.00 1662.50

Total Balance Due

Payable to Optimus Architecture

Terms: Due upon receipt / 2% Late fee

Thank you.

\$1,662.50

Johnston Hereth

Image Report



ABA Number 221970443
Account Number 555111
Serial Number 19955
Amount \$1,662.50
Paid Date 02/10/2020

Front

THE BACK OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK - HOLD AT AN ANGLE TO VIEW

Ellenville Regional Hospital
10 Healthy Way
Ellenville, NY 12428

Provident Bank, III.

19955

Date: 02/05/2020

Pay To The Order Of OPTIMUS ARCHITECHTURE

One Thousand Six Hundred Sixty Two Dollars and 50 Cents

\$**1,662.50**

OPTIMUS ARCHITECHTURE 187 EAST MARKET STREET SUITE 180 RHINEBECK, NY 125720000 United States

₩O 19955₩ 01221970443¢

55511111

Back

X For Deposit only

X For Deposit only

Optimus Architecture

HO14854654

ORATECHUME ENTRONIMELLING

Ellenville Regional Hospital 1329--PAINT LIFE

Print As: PAINT LIFE

5197 American Express American Express 0011 Date: 03/31/2020

	Reference Number Department ID Location Amount	Entered Amount Paid
150127CIP - Population	1	\$26.39 \$26.39
Net Amount:		\$26,39

Page 1 of 1

Ellenville Regional Hospital 10 Healthy Way Ellenville, NY 12428

American Express

5197

Date: 03/31/2020

Pay To The Order Of PAINT LIFE

Twenty Six Dollars and 39 Cents

\$**26.39**

PAINT LIFE **United States**

#005197# #111100001#

9990011"

Ellenville Regional Hospital 1329--PAINT LIFE
Print As: PAINT LIFE

5197 American Express American Express 0011 Date: 03/31/2020

Date Bill # Acct Memo 03/08/2020 8229	Reference Number Department ID Location	Amount Entered Amount Paid
150127–CIP - Population	1	\$26.39 \$26.39
Net Amount:		\$26.39

Thank You For Your Paint Life Order

support=idaho-painters.com@c.soundest1.com on behalf of The Idaho Painter <support@idaho-painters.com>

Sun 3/8/2020 4:55 AM

To:John Gavaris <j.gavaris@erhny.org>;

You made our day!

PAINTLIFE

Order confirmation

Thank you for your order, John

We have received your order and thank you for supporting the Paint Life community. Below is your purchase information.

20% Off For 2 Days

We want to say thank your for your Paint Life purchase and offer your a special 20% discount on any order for the next 2 days. Yes 20% OFF.

Excludes PaintLine products.

4VJ0-B0N7-UTHK

Expires on Mar 10, 2020

Order summary

Order: #8229 Sun, Mar 8, 2020 01:54



Airless Hose Whip

\$21.50

Product ID: 1501660807223 Product SKU: WHIP1021 Variant: 3/16 3ft Green Vendor: The Idaho Painter

Weight: 190gr

Qty: 1

Order total

Subtotal price:	\$21.50
Discount:	\$0.00
Shipping price:	\$5.00

Total price: \$26.50

Billing and shipping

Billing

John Gavaris
Ellenville Regional Hospital
10 Healthy Way
Ellenville
New York NY
12428
United States US
9143883665

Shipping

John Gavaris
Ellenville Regional Hospital
10 Healthy Way
Ellenville
New York NY
12428
United States US
+19143883665

Payment method American Express

Credit Card

Shipping method

USPS First-class Package Service -Retail \$5.00

VIEW ORDER

The Idaho Painter

support@idaho-painters.com







This email was Virus checked by Astaro Security Gateway. http://www.sophos.com

EFI INC.

INVOICE

Attention: John Gavaris

Chris Burket

Ellenvillle Regional Hospital

607.329.3095

10 Healthy Way

cburket.ent@gmail.com

Ellenville, Ny 12428

277-1 Towpath Road

Date: 4/28/2020

Accord, Ny 12404

Project Title: Rural Health Network Office Renovation

Terms: 30 days

Description	Cost
Medical office space renovation as outlined in plan set and spec book as issued. Pricing below follows sequence laid out in bid packet.	
Change order: Steel beam fire- proofing as agreed:	\$ 5,000.00
Demolition as required/specified for remodeling (Ceiling, walls, underground plumbing prep/sawcut, etc): Dumpsters to be provided by owner, as discussed, to cut overall costs.	\$ 5,200.00
Floor slab saw cutting: (Tool rental)	\$ 500.00
Excavation and subsequent infill (including pouring of new concrete) according to details specified in plan set (sand, compacted fill, etc): Includes material and labor	\$ 1,650.00
Framing: Framing to be executed as dictated by plan set provided, with material specified in drawings. Interior framed walls to be 20 gauge metal studs, 12'+, full height to underside of floor above. "Framing" also includes all wood blocking for fire extinguisher, and bathroom accessories as required: All material and labor provided.	\$ 7,960.00
Thermal and insulation package - Owens Corning SAB batt insulation for exterior walls(\$3500, acoustical sealant (\$500) as specified: Includes material and labor	\$ 7,900.00
Fire stop as required and specified: Material and labor	\$ 940.00

_ ___

Description	Cost
Sheetrock, finish tape, acoustical sealant (install) as specified: Includes material and labor. Also, includes labor for the installation of "Acoustiblok" vinyl sheeting where required at bathroom demising walls.	\$13,500.00
Suspended acoustical ceiling as specified: Includes material and labor	\$15,000.00
Tile work (Deleted)	
Toilet room accessories (HC mirror, HC grab bars as specified): Material and labor	\$ 1,100.00
Additional bathroom accessories supplied by the owner, as specified: Installation only	\$ 400.00
Subtotal (original work scope):	\$ 54,150.00
Overhead: 10%	\$ 5,415.00
Profit: 10%	\$ 5,415.00
Total proposed original cost:	\$64,980.00
Steel beam change order:	\$ 5,000.00
Total contract price:	\$69,980.00
Current amount due:	\$69,980.00
All work is guaranteed to be executed in a timely and workmanlike fashion with the highest attention paid to detail and craftsmanship. All work to be completed in accordance to the plan set and spec book provided. Price does not include permits and fees. Contractor to provide copy of workers compensation and liability to owner. Thank you for your time and consideration? Respectfully, Chris Burket	

277-1 TOWPATH ROAD ACCORD, NY 12404 20499 Provident Bank Operating 5111 Date: 04/30/2020

| Date | Silf | Reference Number | Accept | Moreo | Department D | Location | Department D | Department D

Page 1 of 1

THE BACK OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK - HOLD AT AN ANGLE TO VIEW

Ellenville Regional Hospital
10 Healthy Way
Ellenville, NY 12428

Provident Bank Ellenville, NY 20499

Date: 04/30/2020

Pay To The Order Of EFI INC.

Sixty Nine Thousand Nine Hundred Eighty Dollars

\$**69,980.00**

EFI INC. 277-1 TOWPATH ROAD ACCORD, NY 12404 United States

#*O 20499#* | ### 2 2 1 9 7 0 4 4 3 #

5551111

Ellenville Regional Hospital 1336-EFI INC.

Print As: EFI INC.

277-1 TOWPATH ROAD ACCORD, NY 12404 20499 Provident Bank Operating 5111 Date: 04/30/2020

04/28/2020 150127--CIP - Population

POPULATION HEALTH OFFICE

\$69,980.00

\$69,980.00



PO Box 486 Kerhonkson, NY 12446

845-253-1023

₿ 800-856-2950

estimating @flooring solutions ny. com

Invoice

Date	Invoice#
3/16/2020	1500
41/2020)

Bill To	
Ellenville Regional Hospital Ellenville, NY ATTN: Helen Robinson	

		
Description	Amount	· · · · · · · · · · · · · · · · · · ·
ΓΊLE MATERIAL - 2000 CARPET MATERIAL- 7000		2,000.00 7,000.00
TILE INSTALLATION - 5000 CARPET INSTALLATION - 2000		0.00
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	Mary Confedence of the Confede	
CIP.		
150127 Health		
Robins Flore	The state of the s	
at the contract of the contrac		
	Total	\$9,000.00
	Payments/Credits	\$0.00
	Balance Due	\$9,000.00

Ellenville Regional Hospital
1333—FLOORING SOLUTIONS OF NEW YORK, IN
Print As: FLOORING SOLUTIONS OF NEW YORK, INC.

P.O.BOX 486 KERHONKSON, NY 12446 20500 Provident Bank Operating 5111 Date: 04/30/2020

 Date
 Bit |
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 Department ID
 Location
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Page 1 of 1

THE BACK OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK - HOLD AT AN ANGLE TO VIEW

Ellenville Regional Hospital

10 Healthy Way Ellenville, NY 12428 Provident Bank Ellenville, NY 20500

Date: 04/30/2020

 $\stackrel{\mbox{\scriptsize Pay To}}{\mbox{\scriptsize The Order Of FLOORING SOLUTIONS OF NEW YORK, INC.}}$

Nine Thousand Dollars

\$**9.000.00**

FLOORING SOLUTIONS OF NEW YORK, INC. P.O.BOX 486 KERHONKSON, NY 12446 United States

#020500# ###221970443#

5551111

Ellenville Regional Hospital
1333--FLOORING SOLUTIONS OF NEW YORK, IN
Print As: FLOORING SOLUTIONS OF NEW YORK, INC.

P.O.BOX 486 KERHONKSON, NY 12446 20500 Provident Bank Operating 5111 Date: 04/30/2020

 187 East Market Street Suite 180

Rhinebeck NY 12572

845 876 8202 845 876 8112 fax optimusarchitecture.com

Invoice



ARCHITECTURE

April 27, 2020

Invoice #

OA-2020-114

То

John Gavaris

Ellenville Regional Hospital

PO Box 668

Ellenville, NY 12428-0668

Email

i.gavaris@ellenvilleregional.org

Project

Ellenville Rural Health Network Office

Job#

1927

<u>Dates</u>

<u>Description</u> <u>Units</u> <u>Rate</u> <u>Fee</u>

Professional Services

Ellenville Rural Health Network Office

Communication and Coordination with Owner and Engineer

Clarify Owner's questions regarding electrical and Underground Sanitary drain size Prepare & Sent New Work & Demo Plan with Owner requested revisions on 3/12/20

Site Visit/Punch List on 4/27/20

3/8/20 - 4/27/20

 D. Gallagher
 4.50
 170.00
 765.00

 J. Terranova
 7.50
 120.00
 900.00

 Admin
 0.50
 75.00
 37.50

 Sub total
 1702.50

Reimbursable Expense

 Mileage for 4/27/20 Site Visit
 76.00
 0.575
 43.70

 Sub total
 43.70

Total Balance Due \$1,746.20

Payable to Optimus Architecture Terms: Due upon receipt / 2% Late fee

Thank you.

Ellenville Regional Hospital **0012--OPTIMUS ARCHITECHTURE** Print As: OPTIMUS ARCHITECHTURE

187 EAST MARKET STREET **SUITE 180 RHINEBECK, NY 125720000**

20501 Provident Bank Operating 5111 Date: 04/30/2020

04/27/2020 OA-2020-114 150127--CIP - Population POPULATION HEALTH OFFICE SPACE \$1,746.20 \$0.00 \$1,746.20 Net Amount

Page 1 of 1

THE BACK OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK - HOLD AT AN ANGLE TO VIEW

Ellenville Regional Hospital

10 Healthy Way Ellenville, NY 12428

Provident Bank Ellenville, NY

20501

Date: 04/30/2020

Pay To The Order Of OPTIMUS ARCHITECHTURE

One Thousand Seven Hundred Forty Six Dollars and 20 Cents

\$**1,746.20**

OPTIMUS ARCHITECHTURE 187 EAST MARKET STREET **SUITE 180 RHINEBECK, NY 125720000 United States**

#020501# #221970443#

55511111

Ellenville Regional Hospital **0012--OPTIMUS ARCHITECHTURE** Print As: OPTIMUS ARCHITECHTURE

187 EAST MARKET STREET SUITE 180 RHINEBECK, NY 125720000

20501 Provident Bank Operating 5111 Date: 04/30/2020

04/27/2020

OA-2020-114

150127-CIP - Population POPULATION HEALTH OFFICE SPACE

\$1,746.20

\$0.00

\$1,746.20

Saft Electrical Service, Inc.

P.O. Box 1088 Pine Bush, NY 12566 (845) 744-5072

INVOICE

DATE	INVOICE#
4/29/2020	28111

BILL TO				- 1
Ellenville Regiona	Hospit	al		
10 Healthy Way				
Ellenville, NY 124	28			

"We may not be the least expensive, but we assure quality, reliability, and satisfaction."

PROJECT/LOCATION	WORK ORDERED BY	PHONE NUMBER	REP	COMPLETION
Rural Health Network	John G.	647-6400	SPS	4/29/2020
DESCR	IPTION		Al	MOUNT
Completion of final wiring of new offices as	s per estimate #3916			51,800.00
Extras & credits as per estimate #3944	•			1,606.00
Received on account check #20170, 3/5/20		1		-17,266.67
Received on account check #20353, 4/2/20		į		-18,872.67
Balance due now upon completion				
		l		
NOTE: All equipment and materials installe	ed by Saft Electric To	OTAL:		\$17,266.60

NOTE: All equipment and materials installed by Saft Electric remain the property of Saft Electric until invoice is paid in full.

TOTAL: \$17,266.66

PAYMENT IS DUE BY: 5/14/2020

Ellenville Regional Hospital
1293—SAFT ELECTRICAL SERVICE, INC.
Print As: SAFT ELECTRICAL SERVICE, INC.

PO BOX 1088 PINE BUSH, NY 12566 20502 Provident Bank Operating 5111 Date: 04/30/2020

\$17,266.66

\$17,266.66

Page 1 of 1

THE BACK OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK - HOLD AT AN ANGLE TO VIEW

Ellenville Regional Hospital

10 Healthy Way Ellenville, NY 12428 Provident Bank Ellenville, NY 20502

Date: 04/30/2020

 $\ensuremath{\mathsf{Pay}}$ To The Order of SAFT ELECTRICAL SERVICE, INC.

Seventeen Thousand Two Hundred Sixty Six Dollars and 66 Cents

\$**17,266.66**

SAFT ELECTRICAL SERVICE, INC. PO BOX 1088 PINE BUSH, NY 12566 United States

#0 20 50 2# ## 2 2 1 9 70 4 4 3#

5551111

Ellenville Regional Hospital 1293—SAFT ELECTRICAL SERVICE, INC. Print As: SAFT ELECTRICAL SERVICE, INC. PO BOX 1088 PINE BUSH, NY 12566 20502 Provident Bank Operating 5111 Date: 04/30/2020

 Acct
 Memo
 Department ID
 Location

 04/29/2020
 28111

 150127—CIP - Population
 POPULATION HEALTH OFFICE
 1

\$17,266.66

\$17,266.66



TOP QUALITY SEALCOAT INC.



(845) 626 7026 - 5188, RTE 209, Accord, N.Y. 12404

Blacktop Beautiful	
Services:	
Sealcoating: Parking Lots / Driveways	
Blacktop Repairs / Installations	
Hot Tar Crack Filling / Crack Repair	
Striping: Existing and New Layouts	
Tennis and Asphalt Courts for Sports	
Stamped Asphalt: Many Designs	
Date: 4/25/20	
This is a billing invoice,	
PRICE	
RUCTION \$650.00	
TAX:	

Total Invoice:

\$650.00

Payment Due:

5/25/20

Ellenville Regional Hospital T008--TOP QUALITY SEALCOAT, INC. Print As: TOP QUALITY SEALCOAT, INC.

5188 ROUTE 209 ACCORD, NY 124040000 20503 Provident Bank Operating 5111 Date: 04/30/2020

Oate. Acci	Bill # Memo	Reference Number	erite Green	, Am	randori e
04/25/2020	2020-5				
150127-CIP - Population	DUMPSTER RENTAL - POPULATION HEALTH OFFICE	1	\$650.00	\$0.00	\$650.00
Net Amount:			A CONTRACTOR OF THE CONTRACTOR		1911

Page 1 of 1

THE BACK OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK - HOLD AT AN ANGLE TO VIEW

Ellenville Regional Hospital
10 Healthy Way
Ellenville, NY 12428

Provident Bank Ellenville, NY 20503 Date: 04/30/2020

Pay To The Order Of TOP QUALITY SEALCOAT, INC. ***Six Hundred Fifty Dollars***

\$**650.00**

TOP QUALITY SEALCOAT, INC. 5188 ROUTE 209 ACCORD, NY 124040000 United States

#0 20 50 3# ## 2 2 1 9 70 4 4 3#

555111"

Ellenville Regional Hospital T008--TOP QUALITY SEALCOAT, INC. Print As: TOP QUALITY SEALCOAT, INC. 5188 ROUTE 209 ACCORD, NY 124040000 20503 Provident Bank Operating 5111 Date: 04/30/2020

04/25/2020	2020-5				5000 1552400
Acct	/ Memo	Coosiment to Cocation stage	Secretario de la constanta de	A 49#1	400000000

SULLIVAN FIRE PROTECTION CORP.

P.O. BOX 2021, 16 RAILROAD PLAZA, SOUTH FALLSBURG, NEW YORK 12779 845-434-4030 FAX: 845-434-5723

April 27, 2020

Ellenville Regional Hospital 10 Healthy Way Ellenville, NY 12428

Re: Ellenville Regional Hospital

REQUISITION#1

Amount of contract	\$9,500.00
Amount completed to date	\$9,500.00
Amount due this requisition	\$9,500.00

Very truly yours SULLIVAN FIRE PROTECTION CORP.

IRA GOLD President Ellenville Regional Hospital S087--SULLIVAN FIRE PROTECTION CORP Print As: SULLIVAN FIRE PROTECTION CORP

P.O. BOX 2021 SOUTH FALLSBURG, NY 127790000

20504 Provident Bank Operating 5111 Date: 04/30/2020

04/27/2020 RH OFFICE 150127-CIP - Population RH OFFICE \$9,500.00 \$0.00 \$9,500.00

Page 1 of 1

THE BACK OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK - HOLD AT AN ANGLE TO VIEW

Ellenville Regional Hospital 10 Healthy Way Ellenville, NY 12428

Provident Bank Ellenville, NY

20504

Date: 04/30/2020

Pay To The Order of SULLIVAN FIRE PROTECTION CORP ***Nine Thousand Five Hundred Dollars***

\$**9,500.00**

SULLIVAN FIRE PROTECTION CORP P.O. BOX 2021 SOUTH FALLSBURG, NY 127790000 **United States**

5551111

#020504# ##221970443#

Ellenville Regional Hospital S087--SULLIVAN FIRE PROTECTION CORP Print As: SULLIVAN FIRE PROTECTION CORP

P.O. BOX 2021 SOUTH FALLSBURG, NY 127790000

20504 Provident Bank Operating 5111 Date: 04/30/2020

150127-CIP - Population

RH OFFICE

RH OFFICE

\$9,500.00

\$0.00

\$9,500.00



Visit www.sherwin-williams.com

Store 5397 (845) 344-4480 CHARGE INVOICE

ACCOUNT: 4260-0820-7

JOB 01 WESTCHESTER-ELLENVILLEHOSPITAC# 209598

No. 6189-8

PAGE 1 OF 1

SHIPPED TO:

10 HEALTHY WAY

ELLENVILLE NY 12428

PO# 413201555

ORDER: OE0080083A5397

WESTCHESTER-ELLENVILLEHOSPITAL DATE

DATE: 04/14/2020

TIME: 12:16 PM

2-5505 E26/20049

WESTCHESTER-ELLENVILLEHOSPITAL

10 HEALTHY WAY ELLENVILLE NY 12428 5612

(914) 388-3665

TERMS: NET PAYMENT DUE ON MAY 20th

SALES NUMBER	SIZE	PRODUCT	DESCRIPTION					QTY	PRICE	VALUE
6500-96522	5 GAL	A96W1251	DUR HOME MT EXTRA					25	34.25	856.25N
			Color: SW6126 NAVAJO	WHIT	Ξ					
			CCE*Color Cast	ΟZ	32	64	128			
			B1 Black	-	6	-	1			
			R2 Maroon	-	2	1	-			
			Y3 Deep Gold Sher-Color Formula NAVAJO WHITE	2	3	1	-			
6510-83271	5 GAL	B28W8010	PVA INT PRMR WHITE					15	10.50	157.50N
	receipt	Thank You required for refu	nd					SUBTOTAL BEFORE TAX 8.000% SALES TAX:1-33124280 CHARGE	10	1013.75 0.00 \$1013.75

MERCHANDISE RECEIVED IN GOOD ORDER BY:

DELIVERED TO: J. GAVANIS

Ellenville Regional Hospital 1332–THE SHERWIN WILLIAMS CO. Print As: THE SHERWIN WILLIAMS CO.

303 ROUTE 211 E MIDDLETOWN, NY 10940 20505 Provident Bank Operating 5111 Date: 04/30/2020

\$1,013.75

\$1,013.75

Page 1 of 1

THE BACK OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK - HOLD AT AN ANGLE TO VIEW

Ellenville Regional Hospital
10 Healthy Way
Ellenville, NY 12428

Provident Bank Ellenville, NY 20505

Date: 04/30/2020

Pay To The Order of THE SHERWIN WILLIAMS CO.

One Thousand Thirteen Dollars and 75 Cents

\$**1,013.75**

THE SHERWIN WILLIAMS CO. 303 ROUTE 211 E MIDDLETOWN, NY 10940 United States

#*O 20 50 5# | ##|2 2 1 9 7 0 4 4 3 #

5551111

Ellenville Regional Hospital 1332—THE SHERWIN WILLIAMS CO. Print As: THE SHERWIN WILLIAMS CO. 303 ROUTE 211 E MIDDLETOWN, NY 10940 20505 Provident Bank Operating 5111 Date: 04/30/2020

04/14/2020 6 150127--CIP - Population F Net Amount

6189-8

POPULATION HEALTH

\$1,013.75

\$1,013.75

UCED

		UCED
1/29/2020 3/2/2020 3/3/2020 3/10/2020 3/12/2020 3/19/2020 3/18/2020 3/19/2020	3/2/2020 3/3/2020 3/10/2020 3/12/2020 3/19/2020 3/18/2020	OA-2020-68 10,0-6,16
3/8/2020	3/8/2020	8229
4/1/2020	4/1/2020	1500
4/14/2020	4/14/2020	6189-8
4/25/2020	4/25/2020	2020-5
4/27/2020	4/27/2020	OA-2020-114
4/27/2020	4/27/2020	RH OFFICE
4/28/2020	4/28/2020	1
4/29/2020	4/29/2020	28111

Total Grant Allocation and Expenses:

Bill - OPTIMUS ARCHITECHTURE: POPULATION HEALTH OFFICE SPACE

Bill - SAFT ELECTRICAL SERVICE, INC.: UCED GRANT

BIII - TOWN OF WAWARSING: POPULATION HEALTH BUILDING PERMIT FEE 2020

Bill - TOP QUALITY SEALCOAT, INC.: DUMPSTER RENTAL - POPULATION HEALTH OFFICE 830

Bill - OPTIMUS ARCHITECHTURE: RURAL HEALTH OFFICE

Bill - RYCOR HVAC: RURAL HEALTH OFFICE

Bill - SAFT ELECTRICAL SERVICE, INC.: RH Office

Correct Rycor invoice date

SUBTOTAL OF EXPENSES TO DATE:

Remaining Dollars to be spent by 4/30/2020

BIII - PAINT LIFE

BIII - FLOORING SOLUTIONS OF NEW YORK, INC.; POPULATION HEALTH OFFICE-FLOORING

Bill - THE SHERWIN WILLIAMS CO.: POPULATION HEATH

BIII - TOP QUALITY SEALCOAT, INC.: DUMPSTER RENTAL - POPULATION HEALTH OFFICE

Bill - OPTIMUS ARCHITECHTURE: POPULATION HEALTH OFFICE SPACE

Bill - SULLIVAN FIRE PROTECTION CORP: RH OFFICE

Bill - EFI INC.: POPULATION HEALTH OFFICE

Bill - SAFT ELECTRICAL SERVICE INC.: POPULATION HEALTH OFFICE

SUBTOTAL OF SECOND AND FINAL INVOICE APRIL 2020

```
$ 180,000.00
$
    (1,662.50) UCED
$
  (17,266.67) UCED
$
    (1,925.00) UCED
$
      (840.30) UCED
$
    (2,326.50) UCED
$
   (29,000.00) UCED
$
   (18,872.67) UCED
$
   (1,000.00) UCED
$ (72,893.64)
                                1st Invoice
$ 107,106.36
$
       (26.39) UCED
$
    (9,000.00)
               UCED
$
    (1,013.75) UCED
$
      (650.00)
               UCED
$
    (1,746.20) UCED
$
    (9,500.00) UCED
  (69,980.00) UCED
   (15,190.02) UCED
$ (107,106.36)
                                2nd Invoice
```

Ulster County Economic Development Alliance P.O. Box 1800, 244 Fair Street Kingston, NY 12402-1800

Tel: 845.340.3556



BOARD OF DIRECTORS REGULAR MEETING

May 14, 2020 04:30 PM Join Zoom Meeting

Join Zoom Meeting https://us02web.zoom.us/j/6309466939

Meeting ID: 630 946 6939

- Call to Order
- Roll Call
- Approval of March and April 2020 UCEDA Meetings
- Old Business
 - Revolving Loan Modifications-Yoga Vida, Organic Nectors, Pika Farm Table, Farm Bridge, Fruition
 - Mad Batters Restructure
 - Recovery Loan Program Update
 - Ellenville Hospital Contract Invoices Ellenville Million
- New Business
 - By-Laws Amendment
 - Contract with Accel 7
- Public Comment
- Adjournment

The next meeting of the Board of Directors of the Ulster County Economic Development Alliance is scheduled for 4:30., June 2, 2020.



REGIONAL ENTREPRENEUR SUPPORT PROGRAM & OPERATIONAL NEEDS DATABASE (RESPOND)

Ulster County Small Business Advisory Initiative

Region: Ulster County

Duration: May 2020 to December 2020

Focus: Entrepreneurs, Small Business Owners, M/WBEs

Prepared for: Evelyn Wright & Lisa Berger

Ulster County, Office of Economic Development

Prepared by: Danny Potocki & Johnny LeHane

Hudson Valley Center for Innovation dba Accel7, ESD Certified Business Incubator

This information has been prepared with the understanding that all parties are operating under the agreement to not disclose ideas, information and/or content presented in this document, and/or supporting documents and materials and/or virtual and in-person communication, without expressed verbal and written consent by both participating parties, pertaining to the idea, concept, formation, registration and distribution and/or other forms of development of the project.

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	Survey & Database Method(s)	08
	RESPOND Community	09
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01 PROJECT ACTIVITIES, RESULTS & IMPLEMENTATION

01.1 Project Activities

Ulster County RESPOND will **facilitate capacity building** with entrepreneurs and small business owners (and teams) during the COVID19 pandemic by providing strategy support coaching.

Specifically, entrepreneurs and owners will receive guidance, coaching, and advisory to support the **development of a Business Roadmap** focused on taking actions to implement strategy and operations decisions in the COVID19 pandemic (and beyond).

RESPOND will be driven by three main project activities, including:

- Community Education Webinars, available to all businesses in Ulster County;
- Industry Diagnostic Seminars, held in small groups of businesses per industry/sector;
- Company Deep Dives, scheduled with companies based on qualification for support.

RESPOND will facilitate activities in the following way(s):

01 Community Webinars

- Assess survey data in coordination with Ulster County to plan sessions;
- Invite businesses to attend a series of Community Webinars;
- Survey participants who attend a Community Webinar(s).

02 Industry Diagnostic Seminars

- Assess survey data in coordination with Ulster County to plan small groups;
- Collaborate promotion with regional stakeholders (e.g. Rondout Valley Growers Association, Farm Bridge, and HVH for farmers);
- Invite businesses per industry/sector to attend a Company Diagnostic group seminar;
- Survey participants who attend a Company Diagnostic seminar.

03 Company Deep Dives

- Assess survey data in coordination with Ulster County to assess who qualifies for Deep Dive Sessions:
- Survey qualified businesses to prepare information for the Deep Dive session;
- Schedule Deep Dives to focus on the core need identified by the business and RESPOND;
- Survey participants for a lifecycle of either 12-weeks or 24-weeks, to collect data.

The RESPOND team will work with Ulster County to develop and improve the qualification process, as needed.

Community Webinars (Topic Specific)

Entrepreneurs, businesses, and other participants across the community, will receive guidance and insights from a subject matter expert(s) and professional service provider(s) in a series of seminars and webinars, with a focus on building resiliency in COVID19 and beyond. The sessions will be curated to educate businesses on best practices for strategy and operations in a challenging business climate, and encourage peer learning, networking, and community development. Accel7 will leverage partnerships to deliver education and training, and provide access to business tools for all participants and the community.

Education: RESPOND can serve up to 300 participants each session

Accel7 has and is planning on hosting a webinar on COVID19 business continuity and resiliency at least once per week over the course of six months, including but not limited to the following sessions:

- Your Why in a COVID19 Economy
- Market Research for Post COVID19
- Renegotiating Contracts in CO VID19
- Human Resources in the COVID19 Crisis
- Budgeting & Projections in 2020 and Beyond
- Researching & Tracking Your Path to Money
- Risk Management Operational Guidance
- Assessing Your Company's Financial Health
- Growth Mindset in COVID19
- Relationship Management in Today's Economy
- Converting Customers in our Economy
- Assessing KPIs for Your Business
- Key Tools for Managing Your Brand
- Self Care in the Post COVID19 Economy

Accel7 is planning on hosting a webinar on business functions and business planning, in addition to the COVID19-focused webinars, routinely throughout the project duration. Topics include, but are not limited to:

- Customer Journey Mapping
- Jobs To Be Done Methods
- Customer design
- Product Ideation & Prototyping
- Design Thinking Your Business
- Go To Market Formation
- Total Addressable Market
- Sales & Revenue Pipelining
- Launch Obtainable Strategy
- Operations Tempo for Your Team

Industry Diagnostic Seminars (Sector Specific)

Business owners (and teammates, if best) will be grouped per industry and sector, and invited to participate in a strategy session with a mentor(s) and/or subject matter expert(s) to assess business strategy and operations and identify methods for survival and/or growth. Businesses and mentor(s) will be supported by survey data and business tools.

Objective: Implement a method to support the development of their Business Roadmap.

Diagnostics: RESPOND can serve 5-15 companies per seminar.

RESPOND will enable Ulster County businesses across a range of strategic and operational functions and mission sets, aligned with industry-proven expertise focused on enabling entrepreneurs, small business owners, teammates, and other professionals to take action on developing their Business Roadmap.

RESPOND will curate Company Diagnostic Seminars by pairing strategy and industry/sector experts.

For example, Johnny LeHane from the Hudson Valley Startup Fund (HVSF) can cover business strategy and financials, and Nels Leader from Bread Alone can cover the *dynamics* of the restaurant industry in the COVID19 landscape.





Johnny LeHane (left); Nels Leader (above)

Company Deep Dives (Company Specific)

Business owners (and teammates, if best) who qualify will meet with a mentor(s) review business status, functions, and operational challenges. Businesses and mentor(s) will be supported by survey data, business materials, and business tools. The mentor will followup to ensure action is taken, based on the strategies developed in the meeting.

Objective: Draft a Business Roadmap to identify and take action on survival and/or growth.

Deep Dives: RESPOND will serve 60 companies in 6 months.

In total, RESPOND will enable Ulster County to support at least 105+ companies through Community Webinars, Company Diagnostic Seminars, and Deep Dives in six (6) months.

Qualification Method: Company Deep Dives

RESPOND will work with Ulster County to qualify businesses for Company Deep Dives, in alignment with CDC Guidelines and New York State guidance on Priority Industries for Re-Opening in accordance with "Regional Guidelines for Re-Opening New York."

CDC Guidelines

Regions must experience a 14-day decline in hospitalizations and deaths on a 3-day rolling average. Regions with few COVID cases cannot exceed 15 new total cases or 5 new deaths on a 3-day rolling average. A region must have fewer than two new COVID patients admitted per 100,000 residents per day.

NYS Priority Industries for Re-Opening

Ulster County can prioritize qualification in alignment with the Regional Guidelines for Re-Opening New York.

Phase One

- Construction
- Manufacturing and wholesale supply chain
- Select retail using curbside pickup only

Phase Three

- •Restaurants and food service
- •Hotels and accommodations

Phase Two

- Professional services
- Finance and insurance
- Retail
- Administrative support
- Real estate and rental leasing

Phase Four

- •Arts, entertainment and recreation
- Education

Current Ulster County data, collected from surveys, will help decision makers align with priority industries.



RESPOND Energy, Expertise & Experience

RESPOND is positioned to leverage entrepreneurial mindset, entrepreneurial wellness, industry best practices, strategic insight practices, operational business functions and financial and investor experience with startup founders, small business owners, nonprofit and community organizations, city, county, and state government stakeholders, and corporate innovation and development teams.

Story

Subject Matter Experts
Understand journey and improve content
and delivery for growth.

Assess: Your Why; Bio; Sales/Pitch Deck

Product

Strategy Development Team
Discover first or updated product
capability based on users and customers.

Assess: Product or service roadmap

Mindset

Business Coach
Assess communication and execution structures for company team.

Assess: Operational Workflow(s)

Marketing

Subject Matter Expert
Assess methods to support social and inbound campaigns.

Assess: Media Roadmap

Health

Subject Matter Expert
Share resources on how to power-up and not lose power during growth.

Assess: Implement nutritional practices

Customer

Subject Matter Experts
Assess Jobs To Be Done (JTBD) to better service customer.

Assess: Interviews; Target Profile(s)

Market

Analyst Team and experts
Build business units economic (BUE) and
define next launch strategy.

Assess: Launch Obtainable Market (LOM)

Pipeline

Lead Generation Lead and team Assess persona(s) and business development prospective business.

Assess: Lead Generation opportunities

Branding

Subject Matter Expert
Depending on needs, assess archetype,
logo, templates, and decks.

Assess: Asset Package (i.e. decks)

Fundraising

Head of Growth & Strategy
Assess due diligence, and start (or keep)
tracking the investment roadmap.

Assess: Pro Forma; Deck; Connections

Google Ecosystem

Accel7 will provide free and open access to the RESPOND Resource Base in Google Documents to the entrepreneur, small business, education, art/creative, government, and larger community. This resource includes documentation, assessments, guidance, and other important information relating to COVID19 and business tools for continuity and resiliency.

RESPOND will provide Ulster County with insights on the "ground truth" - what is happening with entrepreneurs and business owners on the ground across the towns and cities. This information will support Ulster County's strategic development initiatives relating to COVID19, economic development, and other programs and/or functions, including but not limited to, for example, the Ulster County 2040 Committee.

In sum, data and information will be collected in the following ways:

- information sharing from Ulster County to Accel7
- pre-session survey, prior to Assessment Sessions
- post-session survey, after completion of Assessment Sessions
- pre-session survey, prior to Office Hours
- post-session survey, after completion of Office Hours
- post-session survey, after completion of Community Seminar/Webinar
- 3-6 month survey, after completion of Assessment Session and/or Office Hours

Inquiry Database

Accel7 will work with Ulster County to receive and assess inquiries from entrepreneurs and small business owners. Together, we will develop a set of surveys to send to entrepreneurs, business owners, mentors, and other participants and stakeholders to collect and analyze data. Accel7 will coordinate with the Chamber of Commerce on needs assessments.

15Five Status Syncs

Accel7 will require a percentage of participants to complete 15Five assessments on a 4-week, 12-week, or 24-week lifecycle, to gather data on their business journey throughout the duration of the RESPOND program. This will enable Ulster County to gain feedback, learn in near-real-time while delivering the program, adapt and adjust our approach, and analyze trends and markers in our local region, as well as identify "ground truth."

Airtable Analysis

Accel7 will merge data on participants and evaluations in one centralized repository in Airtable in order to provide a Common Operating Picture for the RESPOND program. Given that the Mid Hudson Region currently has disparate data on entrepreneurs, small businesses, and small operating community-based and nonprofit entities, RESPOND will enable the region to build a more robust understanding of what is happening on the ground. This is essential for understanding the Ulster County business environment.

Research Summaries & Reports

Accel7 will collaborate with Hudson Valley Pattern for Progress to author summary analysis and a series of focused reports on the RESPOND program in Ulster County.



Interest in restaurants in down 64%. Nightlife on main streets is down 81%. Gyms and similar businesses are down 73%. Salons and family services are down 83%. Local businesses are being hit the hardest, without knowing when, or if, they will be able to open.

Yelp Press Release, April 2020



RESPOND Community

Accel7 will open our existing Slack Community to all participants in the RESPOND program, and welcome all entrepreneurs in the Ulster County region, to join our digital conversations.

This will enable startup founders, small business owners, nonprofit leaders, government association leaders, business executives, decision makers, thought leaders, consultants, service professionals (i.e. accounting, legal, insurance), subject matter experts, investors, students, faculty, and other professionals to share information in real-time and access mindset and talent across our distributed region in a centralized way.









02 PROGRAM BUDGET & MANAGEMENT

02.1 Program Assistance

Accel7 requires grant assistance to cover operational expenses to perform duties and responsibilities relating to the following:

- Community Webinar Seminars
- Mentorship, including Industry Seminars and Deep Dives
- Research & Program Management
- Community Management

Accel7 will be contributing operational costs to cover a portion of overhead for some members of the Accel7 team across program functions.

RESPOND teammates will be contributing volunteer service time, up to two hours per mentor per week, in addition to the hours covered by the grant funds and administered by Accel7.

02.2 Program Budget

In sum, RESPOND will:

- **Host at least 24 Community Webinars** to educate and connect up to 300 participants per webinar, and collect "ground truth" data for analysis.
- Host at least 20 Industry Diagnostic Seminars with sector businesses to contribute to the development of a Business Roadmap and collect "ground truth" data for analysis.
- Advise at least 60 companies through Deep Dives to focus on a core need relating to strategy and operations in order to develop a Business Roadmap and collect "ground truth" data for analysis.
- Update and share the RESPOND Resource Base with the Ulster County small business and larger community, and create an active digital community through Slack Channels and other conversations.
- Model a centralized repository in Airtable in order to provide a Common Operating Picture for the RESPOND program.
- Analyze company and mentor (and program) data to author a summary report and/or regional analysis with Hudson Valley Pattern for Progress.

In order to provide high-quality and impactful services, the Ulster County RESPOND program requests the following budget, to be managed and executed with transparency and accountability throughout May 2020 to December 2020.

	ULSTER COUNTY RESPOND BUDGET 2020										
CATEGORY	DESCRIPTION	GOAL	AMOUNT								
Community & Mentorship Seminars & Deep Dives	Develop Business Roadmaps with business owners/teams	Community Seminars (up to 300 per session); Industry Seminars (5-15 per session); Deep Dives (60 businesses)	\$36,100								
Research & Program Management	Collect survey data and analyze with research team and partners	Author reports, Common Operating Picture (COP)	\$7,500								
Community Management	Mentor coordination, community engagement, and tech systems	RESPOND Resource Base and business tools	\$6,000								
TOTALS			\$49,600 usd								

ULSTER COUNTY RESPOND TIMELINE & TASKS									
TASK # TASK ITEM		TASK DESCRIPTION	ANTICIPATED DATE OF COMPLETION						
1	RESPOND Team Kickoff	Gather with team and review Master Plan	Monday, May 18, 2020						
2	Mentor Lead(s) Onboarded	Project Manager trained and positioned as Lead Mentor	Friday, May 22, 2020						
3	Integrate Technology Systems	Connect Google, Slack, Airtable (Forms), 15Five	Friday, June 05, 2020						
4	Mentor Group Onboarded	Project Manager trains and positions Subject Matter Experts (SMEs) for mentoring sessions; coaches aligned with Community Webinar	Friday, June 12, 2020						
5	Launch & Share RESPOND Resource Center	Provide open-source information and access to the Ulster County community and small business network(s)	Friday, June 12, 2020						
6	Import and Analyze Surveys and Data	Project Manager work with RESPOND Research team to import, model, analyze, and assess data to inform planning for webinars, diagnostic sessions, and deep dive sessions	Friday, June 19; July 24; August 28; September 25; October 30; December 04; December 18						
7	Schedule & Host RESPOND Webinars	Weekly with Subject Matter Expert(s) and/or coaches, on topics of need and/or interest	Weekly between Monday, June 15, 2020 to Friday, December 18, 2020						
8	Plan & Host Industry Diagnostic Seminars	Scheduled in groups in coordination with Project Manager and Subject Matter Experts	Weekly between Monday, June 22, 2020 to Friday, December 18, 2020						
9	Prepare & Execute Company Deep Dive Sessions	Scheduled with Project Manager / Lead Mentor and mentors, coaches, and subject matter experts, as needed	Weekly between Monday, July 06, 2020 to Friday, December 18, 2020						
10	Author RESPOND Report(s)	Collaborate with Hudson Valley Pattern for Progress	July 2020; September 2020; December 2020						
OTAL T	ASKS: XX	PROJECT COMPLETION DATE:	Friday, December 18, 2020						

ORGANIZATION INFORMATION

01.1 Mission & History

Accel7 is a registered **501(c)(3) tax-exempt nonprofit organization**, operating under a Doing Business As (dba) certificate of the Hudson Valley Center for Innovation, a company with 15+ years of entrepreneurship incubation and acceleration in the Mid-Hudson Region.



Accel7 was registered as a Doing Business As (dba) certificate of the Hudson Valley Center for Innovation (HVCFI) in November 2018, and has been conducting all business operations under this name and certification to date. HVCFI was founded in July 2005 and registered as a 501(c)(3) corporation with tax exemption in New York State. From 2011 to late 2018, HVCFI conducted its incubation and acceleration programs and services under the iCANny dba certificate, until the name was replaced with Accel7 in November 2018.

IDENTIFYING INFORMATION										
LEGAL NAME	DBA	FEDERAL TAX	NYS VENDOR ID	CHARITIES NUMBER	NYS SENATE DISTRICT	NYS ASSEMBLY DISTRICT				
Hudson Valley Center for Innovation, Inc.	Accel7	20-3579392	1100112836	40-39-00	35	93				

From 2011 to 2014, HVCFI conducted business operations as an incubator and accelerator company based in the Hudson Valley, with offices in Kingston, NY (Ulster County), and New City, NY (Rockland County). In July 2014, HVCFI received Certified Business Incubator status from Empire State Development (ESD) through the New York State Certified Business Incubators and Innovation Hot Spots program operated by the New York State Division of Science, Technology & Innovation (NYSTAR).

Mid-Hudson | BioInc @NY Medical College

The region's only biotechnology incubator offers shared resources, turnkey wet lab space and sponsored professional services to promising, high-potential entrepreneurs and start-ups.

BioInc@NYMC helps members achieve development and funding milestones.

Hudson Valley Center for Innovation | Accel7

Accel7 is the oldest, continuously operating business and tech accelerator serving the Hudson Valley between Westchester and Albany, focusing on building and launching Environmental, Social & Governance (ESG) solutions with early-stage entrepreneurs.

The Accelerator Powered by the Orange County IDA

Located at Stewart International Airport, with proximity to major interstates, this New Windsor incubator – powered by the Orange County Industrial Development Agency—focuses on bringing back manufacturing to the Mid-Hudson Valley.

^{*}Certified Business Incubator status as specified on the Empire State Development website.

Since 2014, HVCFI has been managing an annual program budget of \$195K in tax-payer funds through government partners, focused on designing, developing and delivering business acceleration services in the Mid-Hudson Region of New York State. For example, in April 2017, HVCFI was awarded a 5-year contract with ESD to continue providing business acceleration services in the Mid-Hudson Region as a CBI organization.

CONTRACT INFORMATION										
CONTRACTING AGENCY	PROGRAM AGENCY	PROGRAM TITLE	CONTRACT PERIOD	ANNUAL AMOUNT	TOTAL AMOUNT \$625,000 \$169,875					
Empire State Development	NYSTAR	NYS Certified Business Incubators & Hot Spots	04-01-2017 to 03-31-2022	\$125,000						
City of New Rochelle	IDA	Downtown Business Acceleration Services	11-01-2019 to 10-31-2024	\$56,625						
Think Dutchess Alliance for Business		Startup Arch Mentor Program	09-01-2019 to 06-30-2020	\$20,000 (to date)	\$25,000 (to date)					

01.2 Geographic Service & Populations

Operating as a part of the HVCFI ecosystem, Accel7 exists to impact Hudson Valley entrepreneurs and promote a vigorous and growing regional economy, encourage business acceleration, investment and job creation, and support a diverse, prosperous local economy in the Mid Hudson region. The Accel7 team invests in, advises and operates alongside entrepreneurs to launch solutions in local, micro markets throughout seven counties in the Greater Hudson Valley region, including Westchester, Rockland, Putnam, Orange, Dutchess, Ulster, and Sullivan counties.

Accel7, in coordination with our partners in the region, continue to invest in, advise, coach, consult, and mentor early startup companies, small business owners operating as "Main Street" businesses, growth-stage technology and services businesses, and non-profit organizations. Specifically, Accel7 has serviced and continues to services businesses with \$0-10M in revenue, \$0-5M in fundraising, and 1-100 employees.

GROWTH IS OUR VOCATION.

Our business is small business.

To date, Accel7 has worked with 58% minority and/or women-owned businesses and/or founders who are building, launching, growing, and scaling their startup or small business in the Mid Hudson region. We are the go-to resource for entrepreneurs who want to tackle hard challenges. Get action, as we say!

While working closely with local businesses based in the Mid-Hudson Region, Accel7 has also attracted businesses from outside of the region, including NYC, DC, Detroit, LA, and Honolulu, as well as internationally-based companies from Africa, Middle East, UK, and Canada.

CODE OF CONDUCT

Across our Board of Directors, Management, and Partners, the A7 team operates with excellence.

Accel7 and Accel7 Startups, Partners and Clients will:

- 1. speak truthfully about Accel7 and the Hudson Valley Center for Innovation (HVCFI).
- 2. act in a friendly, approachable, and helpful manner.
- 3. maintain a well-groomed, polished appearance and dress appropriately.
- 4. be respectful and considerate of others during business operations and throughout the period of performance.

Accel7 and Accel7 Startups, Partners and Clients will not:

- 1. misrepresent Accel7 or make any claim about Accel7 and/or the Hudson Valley Center for Innovation (HVCFI) which is untrue.
- 2. bribe, intimidate, or otherwise coerce another person during business operations throughout the period of performance.
- 3. engage in disorderly conduct or any commit any offense involving disturbance of the public peace, lewd and indecent behaviors, including but not limited to aggressive, argumentative, quarrelsome, loud-mouthed, confrontational, threatening remarks or gestures, foul and/or abusive language.
- 4. engage in physical, verbal, graphic, electronic or written conduct based on another's race, ethnic origin, sex, gender, age, religion, disability or sexual orientation.
- 5. intentionally or recklessly cause physical or mental harm to any person or to yourself, and/or intentionally or recklessly causing reasonable apprehension of such harm.
- 6. engage in any consensual or non-consensual, intentional physical conduct of a sexual nature, including but not limited through the use of force, threat, physical intimidation, or advantage gained by another's mental or physical incapacity or impairment.
- 7. use online communities and electronic communications such as email, websites, and social networks for the purpose of harassing, threatening, or engaging in behaviors that ridicule, belittle or harm individuals or groups.
- 8. use, possess, sell, deliver, consume, or distribute any narcotic, drug, medicine prescribed to someone else, chemical compound or other controlled substance or drug-related paraphernalia.
- 9. use or possess any weapons, including handguns, firearms, knives, ammunition, fireworks, explosives, noxious materials, incendiary devices, or other dangerous substances, while working on business with the company during on-site, off-site and/or other locations.
- 10. promote or engage in any other discriminatory, violent, offensive, sexual, abusive or threatening behavior or other illegal or questionable activities.
- 11. commit or attempt to commit any local, state, or federal crime, including but not limited to those related to public intoxication and the provision of alcohol to minors.

CONFLICT OF INTEREST POLICY

02.1 Proposal Certification, Statement of Non-Collusion & Conflict of Interest

Accel7 is providing our Conflict of Interest Policy, without the signature section, to inform Think Dutchess of part of the process of how Accel7 will be working with partners, collaborators, including mentors, coaches, service providers and other subject matter experts, throughout the performance of the Arch Mentor program.

02.1.1 Section I. Purpose

The Hudson Valley Center for Innovation Inc., (HVCFI)(a/k/a iCANny) is a 501C3 nonprofit, tax-exempt organization. Maintenance of its tax-exempt status is important both for its continued financial stability and for public support. Therefore, the IRS as well as state regulatory and tax officials view the operations of HVCFI as a public trust, which is subject to scrutiny by and accountable to such governmental authorities as well as to members of the public.

Consequently, there exists between HVCFI and its board, officers, and management employees and the public a fiduciary duty, which carries with it a broad and unbending duty of loyalty and fidelity. The board, officers, and management employees have the responsibility of administering the affairs of HVCFI honestly and prudently, and of exercising their best care, skill, and judgment for the sole benefit of HVCFI. Those persons shall exercise the utmost good faith in all transactions involved in their duties, and they shall not use their positions with HVCFI or knowledge gained therefrom for their personal benefit. The interests of the organization must be the first priority in all decisions and actions.

02.1.2 Section II. Persons Concerned

This statement is directed not only to directors and officers, but to all employees who can influence the actions of HVCFI. For example, this would include all who make purchasing decisions, all persons who might be described as "management personnel," and anyone who has proprietary information concerning HVCFI.

02.1.3 Section III. Areas in Which Conflict May Arise

Conflicts of interest may arise in the relations of directors, officers, and management employees with any of the following third parties:

- 1. Persons and firms supplying goods and services to HVCFI.
- 2. Persons and firms from whom HVCFI leases property and equipment.
- 3. Persons and firms with whom HVCFI is dealing or planning to deal in connection with the gift, purchase or sale of real estate, securities, or other property.
- 4. Competing or affinity organizations.
- 5. Donors and others supporting HVCFI.
- 6. Agencies, organizations. and associations which affect the operations of HVCFI.

- 7. Family members, friends, and other employees.
- 8. Clients, members, advisors, mentors and professionals dealing with HVCFI.

02.1.4 Section IV. Nature of Conflicting Interest

A conflicting interest may be defined as an interest, direct or indirect, with any persons or firms mentioned in Section 3. Such an interest might arise through:

- 1. Owning stock or holding debt or other proprietary interests in any third party dealing with HVCFI.
- 2. Holding office, serving on the board, participating in management, or being otherwise employed (or formerly employed) with any third party dealing with HVCFI.
- 3. Receiving remuneration for services with respect to individual transactions involving HVCFI.
- 4. Using HVCFI's time, personnel, equipment, supplies, or goodwill for other than HVCFI-approved activities, programs, and purposes.
- 5. Receiving personal gifts or loans from third parties dealing or competing with HVCFI. Receipt of any gift is disapproved except gifts of a value less than \$50, which could not be refused without discourtesy. No personal gift of money should ever be accepted.

02.1.5 Section V. Interpretation of This Statement of Policy

The areas of conflicting interest listed in Section 3, and the relations in those areas which may give rise to conflict, as listed in Section 4, are not exhaustive. Conflicts might arise in other areas or through other relations. It is assumed that the directors, officers, and management employees will recognize such areas and relation by analogy.

The fact that one of the interests described in Section 4 exists does not necessarily mean that a conflict exists, or that the conflict, if it exists, is material enough to be of practical importance, or if material, that upon full disclosure of all relevant facts and circumstances it is necessarily adverse to the interests of HVCFI.

However, it is the policy of the board that the existence of any of the interests described in Section 4 shall be disclosed before any transaction is consummated. It shall be the continuing responsibility of the board, officers, and management employees to scrutinize their transactions and outside business interests and relationships for potential conflicts and to immediately make such disclosures.

02.1.6 Section VI. Disclosure Policy & Procedure

Transactions with parties with whom a conflicting interest exists may be undertaken only if all of the following are observed:

- 1. The conflicting interest is fully disclosed;
- 2. The person with the conflict of interest is excluded from the discussion and approval of such transaction;
- 3. A competitive bid or comparable valuation exists; and

4. The [board or a duly constituted committee thereof] has determined that the transaction is in the best interest of the organization.

Disclosure in the organization should be made to the chief executive officer (or if she or he is the one with the conflict, then to the board chair), who shall bring the matter to the attention of the [board or a duly constituted committee thereof]. Disclosure involving directors should be made to the board chair, (or if she or he is the one with the conflict, then to the board vice-chair) who shall bring these matters to the [board or a duly constituted committee thereof].

The [board or a duly constituted committee thereof] shall determine whether a conflict exists and in the case of an existing conflict, whether the contemplated transaction may be authorized as just, fair, and reasonable to HVCFI. The decision of the [board or a duly constituted committee thereof] on these matters will rest in their sole discretion, and their concern must be the welfare of HVCFI and the advancement of its purpose.

WORKERS COMPENSATION

Accel7 will update our Worker's Compensation policy to name the required agency. Please see example of our policy, held with the New York State Insurance Fund (NYSIF), with one of our government partners, the City of New Rochelle, named as Certificate Holder.



WESTCHESTER ONE, 44 SOUTH BROADWAY, 10TH FLOOR, WHITE PLAINS, NY 10601-4411 | nysif.com

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

^^^^ 203579392
THE HUDSON VALLEY CENTER FOR
INNOVATION INC.
169 MAMARONECK AVE,2ND FL, STE 12
WHITE PLAINS NY 10601



SCAN TO VALIDATE AND SUBSCRIBE

POLICYHOLDER

THE HUDSON VALLEY CENTER FOR INNOVATION INC.
169 MAMARONECK AVE,2ND FL, STE 12 WHITE PLAINS NY 10601

CERTIFICATE HOLDER

CITY OF NEW ROCHELLE CITY OF NEW ROCHELLE CITY HALL 515 NORTH AVENUE NEW ROCHELLE NY 10801

POLICY NUMBER	CERTIFICATE NUMBER	POLICY PERIOD	DATE
W2328 734-5	198155	03/12/2019 TO 03/12/2020	8/21/2019

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2328 734-5, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP. THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 743501903

U-26.3

COMPANY INSURANCE

Accel7 will update our insurance policy to name the required agency. Please see example of our policy, held with Ulster Insurance Services, with one of our government partners, the City of New Rochelle, named as Certificate Holder.

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ACO	ORD 25 (2016/03)					© 19	88-2015 AC	ORD CORPORATION.	All righ	nts reserved.
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