

Ulster County Economic Development Alliance  
P.O. Box 1800, 244 Fair Street  
Kingston, NY 12402-1800  
Tel: 845.340.3556



**BOARD OF DIRECTORS MEETING**  
**Immediately Following Audit Committee Meeting**  
**March 28, 2017**  
**Legislative Chambers**  
**6th Floor**  
**Ulster County Office Building**  
**244 Fair Street**  
**Kingston, NY**

1. Call to Order
2. Roll Call
3. Approval of the Minutes of the February 22, 2017 Meeting
4. Approval of the Financials for the Period Ending February 28, 2017
5. Committee Reports
  - Audit Committee
    - Approval of 2016 audit documents
  - Ulster County Revolving Loan Fund Committee
    - The Farm Bridge loan application
    - RLF update
6. Marketing
  - Contract with Hudson Valley Technology Conferences, LLC
  - Contract with Hudson Valley Tech Meetup, LLC
  - Luminary Update and Temporary Campaign Presentation
7. Ellenville Million Update
  - Approval of Façade Project #2
  - Approval of Project Plans and Budgets for Parks
8. Education and Training
  - Craft food and beverage industry event – March 29, 2017
  - Other upcoming events
    - NYSDOL Q&A (March 29)
    - Panel presentation at New Paltz Chamber of Commerce (April 13)
    - Grantwriting workshop (April 27)
    - Watershed Alliance Conference (April 29)
    - "The Business Case for Wisdom" (May, TBD)
    - Webinar on Historic Preservation Tax Credits (Summer, TBD)

This institution is an equal opportunity provider, employer, and lender.

9. Sale of County Property Update
  
10. Old Business
  - Reallocation of Ellenville Million funds
11. New Business
12. Schedule Next Meeting
13. Adjournment

The next meeting of the Board of Directors of the Ulster County Economic Development Alliance is scheduled for 4:30 p.m., Tuesday, May 2, 2017.

Ulster County Economic Development Alliance  
P.O. Box 1800, 244 Fair Street  
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**MINUTES**

Meeting of the Board of Directors  
February 22, 2017

A meeting of the Board of Directors of the Ulster County Economic Development Alliance was held at 4:30PM on Wednesday, February 22, 2017, Ulster County Surrogate's Court, 3<sup>rd</sup> Floor, Ulster County Office Building, 244 Fair Street, Kingston, NY.

The following Board Members were present:

Julie Cohen-Lonstein	Chair
Burton Gulnick, Jr.	Treasurer
James Maloney	Vice-Chair (arrived late)
Hector Rodriguez	
Kenneth Crannell	

The following Board Members were absent:

Ward Todd  
Robert Sudlow

President:

Suzanne Holt                      Director, Ulster County Office of Economic Development

Chief Financial Officer:

Christopher J. Rioux, CPA, Deputy Commissioner of Finance was absent

Board Counsel:

Clinton Johnson                      First Assistant County Attorney was absent

Staff – Ulster County Office of Economic Development:

Timothy Weidemann  
Bernadette Andreassen

Additional Attendees:

James DeLaune, Legislator  
Jennifer Schwartz-Berky, Legislator  
Julian Lesser, Luminary Publishing  
Bartek Starodaj, Luminary Publishing

The meeting was called to order by Chair Julie Cohen-Lonstein at 4:34 p.m.

This institution is an equal opportunity provider, employer, and lender.

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Board of Directors Meeting  
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**MINUTES**

**Motion:** Hector Rodriguez, seconded by Kenneth Crannell, moved to approve the Minutes of the January 3, 2017 meeting. A copy of said minutes is on file.

**Vote:** The motion was adopted.

**FINANCIALS**

In the absence of Christopher J. Rioux, financials were presented by Commissioner of Finance, Burton Gulnick, Jr. A copy of said financials is on file.

**Motion:** Kenneth Crannell, seconded by Hector Rodriguez, moved to approve the Financials for the periods ending December 31, 2016 and January 31, 2017.

**Vote:** The motion was adopted.

**COMMITTEE REPORTS**

**Ulster County Revolving Loan Fund Committee**

Timothy Weidemann, Senior Economic Developer, Ulster County Office of Economic Development, reported that at the meeting of the Revolving Loan Fund Committee which was held on February 15, 2017, the Committee approved the request made by Costas & Tate Insurance to modify the collateral which is assigned to their existing loan by removing the 2008 Nissan Sentra automobile from the lien and replacing it with several items of furniture, fixtures and equipment owned as assets by the business.

**Motion:** Kenneth Crannell, seconded by Burton Gulnick, Jr. moved to approve the modification of the Costas & Tate loan by removing the 2008 Nissan Sentra automobile from the lien and replacing it with specific assets owned by the business

**Discussion:** The Chair entertained a discussion about the role of the UCEDA Board of Directors in final approval of loan modifications previously approved by the Ulster County Revolving Loan Fund Committee. The discussion resulted in no changes to the original motion.

**Vote:** The motion was adopted.

**Pending Loan Applications:**

Timothy Weidemann, Senior Economic Developer, Ulster County Office of Economic Development, reported the following:

- The Farm Bridge is seeking a loan for working capital and capital equipment. An application is anticipated to come before the board at the March or April meeting.

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- Redstart Coffee Roasters is looking to open a new business at lower Broadway in Kingston and is seeking a loan for capital equipment. A loan application for the same is anticipated to be presented at the next meeting.

**MARKETING**

**Invoices:**

The following three (3) invoices from BBG&G for 2016 Marketing Campaign were presented for approval:

- 1) Invoice No. 4096 for periods October 16, 2016 – November 15, 2016 in the amount of \$9,473.08.
- 2) Invoice No. 4113 for periods November 16, 2016 – December 15, 2016 in the amount of \$4,561.25;
- 3) Invoice No. 4131 for periods December 16, 2016 – January 31, 2017 in the amount of \$5,324.01.

**Motion:** Hector Rodriguez, seconded by Kenneth Crannell, moved to approve payment for Invoices Numbers: 4095, 4113 and 4131, in the total amount of \$19,358.36 from BBG&G.

**Vote:** The motion was adopted.

**Luminary Media:**

Julian Lesser and Bartek Starodaj, from Luminary Publishing, made a presentation outlining the objectives and strategy of their campaign. Julian Lesser entertained questions from the public (Jennifer Schwartz-Berky) regarding the specific process of how leads would be pursued.

**Motion:** Hector Rodriguez, seconded by Burton Gulnick, Jr., moved to approve the 2017 Marketing Contract between Ulster County Economic Development Alliance and Luminary Media. (A copy of said Contract is on file.)

**Vote:** The motion was adopted.

**ELLENVILLE MILLION**

**Parks and Commissions Update:**

Tim Weidemann reported that both the Village and Town have provided their scope of work and timing. They appear to be moving quickly on their timeline. They have also provided Certificates of Insurance.

**Amendment to Extend the Contracts with Barton & Loguidice and Brinnier & Larios:**

The reports of the engineers were submitted to the Hudson Valley Pattern for Progress and have been reviewed and accepted. The only amendment is to extend the term of the agreements due to the lapse in time between the completed reports and the initial date of the contracts.

**Motion:** Burton Gulnick, Jr., seconded by Hector Rodriguez, moved to approve the extension of the contracts for Barton and Loguidice as well as Brinnier & Larios.

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**Vote:** The motion was adopted.

**Motion:** Jim Maloney, seconded by Kenneth Crannell, moved to approve payment of the invoices of Barton and Loguidice in the amount of \$15,000.00; and Brinnier & Larios in the amount of \$15,000.00

**Vote:** The motion was adopted.

Suzanne Holt updated the Board on the Ellenville Million.

**EDUCATION & TRAINING**

Suzanne Holt elaborated on the many events coming up as described on the agenda. She will be speaking to the Saugerties Chamber of Commerce this evening.

**PUBLIC COMMENT**

There were no further requests for Privilege of the Floor. The Public Comment section of the Agenda was closed.

**OLD BUSINESS**

None

**NEW BUSINESS**

**Approval of the 2017 Contract between UCEDA Contract with Ulster County**

**Motion:** Hector Rodriguez, seconded by Jim Maloney, moved to approve the 2017 Contract Between UCEDA and the County of Ulster contingent upon Committee and Legislative approval.

**Vote:** The motion was adopted.

**ADJOURNMENT**

**Motion:** Burt Gulnick, Jr. seconded by Julie Cohen-Lonstein, moved to adjourn the meeting.

**Vote:** The motion was adopted.

Suzanne Holt made a proposal to move the next meeting of the UCEDA Board of Directors currently scheduled for March 7, 2017 to Tuesday, March 28, 2017 at 4:30 PM in the Legislative Chambers of the County Office Building, 244 Fair Street, Kingston. Confirmation of the same will follow via email.

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Meeting was adjourned at 5:39 PM.

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Ward Todd, Secretary

Trial Balance  
As of February 28, 2017

Assets

Account #	Account Name	Amount
1002	M&T Checking	\$ 1 41
1003	M&T Equipment Reserve	227 55
1004	M&T NOW	333,299 06
1016	Cash with Escrow Agent	25,000 00
	<b>Total Cash</b>	<b>358,528.02</b>
1115	Prepaid Expenses	-
	<b>Total Prepaid Expenses</b>	<b>-</b>
1100	Accounts Receivable	-
1120	Due From Other Funds	-
1121	Due from Ulster County	75,000 00
1123	Due from IDA	-
1126	Due from Town of Esopus	-
	<b>Total Receivables</b>	<b>75,000.00</b>
1200	Equipment - Office & Auto	59,024 75
1200-00	Equipment - Unity Equipment	352,484 66
1201	Accumulated Depreciation - Office	(59,024 75)
1201-00	Accumulated Depreciation - Unity	(352,484 66)
	<b>Total Property and Equipment</b>	<b>-</b>
1280	Contract Advance	-
	<b>Total Contract Advance</b>	<b>-</b>
	<b>Total Assets</b>	<b>\$ 433,528.02</b>

Liabilities & Fund Equity

Account #	Account Name	Amount
1300	Accounts Payable	\$ -
1380	Deferred Revenue	109,488 56
	<b>Total Liabilities</b>	<b>109,488.56</b>
1500	Net Assets	324,039 46
	<b>Total Net Assets</b>	<b>324,039.46</b>
	<b>Total Liabilities &amp; Net Assets</b>	<b>\$ 433,528.02</b>

Revenues

Account #	Account Name	Month Ending February 2017 Actual	2017 Year to Date Actual	2017 Budget	2017 Budget vs. Actual
1600	Administrative Fees - Loan Funds	\$ -	\$ -	10,500 00	\$(10,500 00)
1601	Application Fees	-	-	400 00	(400 00)
1654	Educational Events	-	-	5,000 00	(5,000 00)
1720	UCIDA - Marketing Support	5,000 00	5,000 00	5,000 00	-
1730	Ulster County Subsidy	-	-	125,000 00	(125,000 00)
1745	U C - Ellenville Million	-	-	900,000 00	(900,000 00)
1780	Interest Income	7 03	15 02	100 00	(84 98)
1783	Miscellaneous Income	-	-	-	-
1784	Copier Reimbursement	-	-	1,800 00	(1,800 00)
	<b>Total Revenues</b>	<b>\$ 5,007.03</b>	<b>\$ 5,015.02</b>	<b>\$ 1,047,800.00</b>	<b>\$(1,042,784.98)</b>

Expenses

Account #	Account Name	Amount	Amount	Amount	Amount
1810	Bank Fees/Paypal Fees	-	-	-	-
1820	Insurance	-	-	5,500 00	5,500 00
1822	Miscellaneous Contractual Expenses	-	-	4,700 00	4,700 00
1830	Marketing Campaign	-	-	95,000 00	95,000 00
1830-33	Marketing - Educational Events	-	-	7,800 00	7,800 00
1860	Office Expense	27 00	2,627 00	4,000 00	1,373 00
1860-01	Office - Equipment Lease	287 91	552 22	1,800 00	1,247 78
1880-03	Professional Fees - Legal	-	-	5,000 00	5,000 00
1880-04	Professional Fees - Accounting	-	-	14,000 00	14,000 00
1880-11	Professional Fees - Real Estate	-	-	-	-
1890-00	Dues, Fees & Subscriptions	-	10,000 00	10,000 00	-
2005	Ellenville Million	-	-	900,000 00	900,000 00
1620-00	Depreciation	-	-	-	-
	<b>Total Expenses</b>	<b>\$ 314.91</b>	<b>\$ 13,179.22</b>	<b>\$ 1,047,800.00</b>	<b>\$ 1,034,620.78</b>
	<b>NET INCOME/(LOSS)</b>	<b>\$ 4,692.12</b>	<b>\$ (8,164.20)</b>	<b>\$ -</b>	<b>\$(8,164.20)</b>



Name	Loan #	Ledger Cash Balances as of 3/20/17	Loan Amts.	Loan Origination Date	Last Payment Date	Mo. Pmt. Including Interest	Principal Balance @ 12/31/16 & New	YTD Pmts Through March 2017	Total Payments Rec'd To Date	Principal Balance as of 3/20/17	Interest Past Due	Late Fees Past Due	Status
<b>Ulster County Loan Funds Administered by UCEDA</b>													
<b>CDBG</b>		#4179											
AmeriBag	150		150,000.00	08/01/11	07/01/18	██████	██████	██████	██████	██████	██	██	██████████
Bread Alone	175		150,000.00	09/01/13	08/01/18	██████	██████	██████	██████	██████	██	██	██████████
Falcon Music & Art (Pd by Water Quality Mgt)	650		75,000.00	08/01/09	07/01/19	██████	██████	██████	██████	██████	██	██	██████████
Serra, LLC	1836		45,621.54	11/01/10	10/01/18	██████	██████	██████	██████	██████	██	██	██████████
		349,967.22	420,621.54			██████	██████	██████	██████	██████	██	██	
In Reserve		11,027.92											
<b>CDBG98</b>		#3021											
GAMEX, LLC	1013		100,000.00	04/24/14	03/24/24	██████	██████	██████	██████	██████	██	██	██████████
Gillette Creamery	751		240,000.00	06/01/13	05/01/18	██████	██████	██████	██████	██████	██	██	██████████
		297,293.84	340,000.00				██████	██████	██████	██████	██	██	
<b>Sect 108 2M</b>													
		30,440.15	0.00				0.00	0.00	0.00	0.00	0.00	0.00	
<b>Sect 108 2.5M</b>		#4699											
New World Catering (Pd by Corrado)	402		130,000.00	08/01/08	07/01/18	██████	██████	██████	██████	██████	██	██	██████████
		18,360.57	130,000.00				██████	██████	██████	██████	██	██	
<b>Total Page 1</b>		<b>707,089.70</b>	<b>890,621.54</b>				<b>379,156.81</b>	<b>27,514.63</b>	<b>538,979.36</b>	<b>351,642.18</b>	<b>160.48</b>	<b>1,007.47</b>	

Name	Loan #	Ledger Cash Balances as of 3/20/17	Loan Amts.	Loan Origination Date	Last Payment Date	Mo. Pmt. Including Interest	Principal Balance @ 12/31/16 & New	YTD Pmts Through March 2017	Total Payments Rec'd To Date	Principal Balance as of 3/20/17	Interest Past Due	Late Fees Past Due	Status
<b>Ulster County Loan Funds Administered by UCEDA</b>													
<b>UCRLF</b>													
		1,833.59	0.00				0.00	0.00	0.00	0.00	0.00	0.00	
<b>Telecommunications Loan Fund</b>		#8485											
Bread Alone	50		30,000.00	09/01/13	08/01/18	████	████	████	████	████	██	██	████████
		41,695.47	30,000.00				████	████	████	████	██	██	
In Reserve		130,353.70											
<b>USDA Intermediary Relending Program</b>		#3140											
Bread Alone	50		120,000.00	09/01/13	08/01/18	████	████	████	████	████	██	██	████████
Costas & Tate	100		20,000.00	10/01/11	09/01/18	████	████	████	████	████	██	██	████████
		31,579.44	140,000.00				████	████	████	████	██	██	
Loan Loss Reserve (6%)		6,580.07											
<b>Total Page 2</b>		<b>212,042.27</b>	<b>170,000.00</b>				<b>138,066.62</b>	<b>2,173.63</b>	<b>34,107.01</b>	<b>135,892.99</b>	<b>0.00</b>	<b>0.00</b>	
<b>Grand Total</b>		<b>919,131.97</b>	<b>1,060,621.54</b>				<b>517,223.43</b>	<b>29,688.26</b>	<b>573,086.37</b>	<b>487,535.17</b>	<b>160.48</b>	<b>1,007.47</b>	



PATTISON, KOSKEY, HOWE &amp; BUCCI

www.pkhbcpa.com

Richard P. Koskey, CPA  
 Ned Howe, CPA  
 A. Michael Bucci, CPA  
 Bradley Cummings, CPA, CVA  
 Suzanne E. Muldoon, CPA  
 Nancy K. Patzwahl, CPA  
 Matthew H. VanDerbeck, CPA  
 Gary F. Newkirk, CPA  
 N. Thérèse Wolfe, CPA  
 Mary A. Kimball, CPA

Reginald H. Pattison, CPA (1910-2002)  
 Jon Rath, CPA (Retired)

Jean Howe Lossi, EA  
 Carol LaMont Howe, EA  
 Dennis A. O'Brien, CPA

March \_\_, 2017

To the Audit Committee of  
 Ulster County Economic Development Alliance, Inc.  
 244 Fair Street  
 Kingston, New York 12402

We have audited the financial statements of Ulster County Economic Development Alliance, Inc. as of and for the year ended December 31, 2016, and have issued our report thereon dated March \_\_, 2017. Professional standards require that we advise you of the following matters relating to our audit.

#### **Our Responsibility in Relation to the Financial Statement Audit**

As communicated in our engagement letter dated January 16, 2017, our responsibility, as described by professional standards, is to form and express an opinion about whether the financial statements that have been prepared by management with your oversight are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America. Our audit of the financial statements does not relieve you or management of your respective responsibilities.

Our responsibility, as prescribed by professional standards, is to plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement. An audit of financial statements includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over financial reporting. Accordingly, as part of our audit, we considered the internal control of Ulster County Economic Development Alliance, Inc. solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

We are also responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures for the purpose of identifying other matters to communicate to you.

#### **Planned Scope and Timing of the Audit**

We conducted our audit consistent with the planned scope and timing we previously communicated to you.

#### **Compliance with All Ethics Requirements Regarding Independence**

The engagement team and others in our firm, as appropriate, have complied with all relevant ethical requirements regarding independence.

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 Valatie, NY 12184  
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340 Main Street  
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Non-attest services we performed included: 1) preparation of the Alliance's financial statements, 2) proposing audit adjustments, 3) review of the Alliance's annual PARIS report, and 4) preparation of the Alliance's Federal Form 990 and NYS CHAR 500. CJ Rioux, CPA was the management representative responsible for overseeing our non-attest services.

### **Qualitative Aspects of the Entity's Significant Accounting Practices**

#### *Significant Accounting Policies*

Management has the responsibility to select and use appropriate accounting policies. A summary of the significant accounting policies adopted by Ulster County Economic Development Alliance, Inc. is included in Note 2 to the financial statements. There has been no initial selection of accounting policies and no changes in significant accounting policies or their application during 2016. No matters have come to our attention that would require us, under professional standards, to inform you about (1) the methods used to account for significant unusual transactions and (2) the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

#### *Significant Accounting Estimates*

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's current judgments. Those judgments are normally based on knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ markedly from management's current judgments.

The most sensitive accounting estimate affecting the financial statements is the allowance for loan losses.

Management's estimate of the allowance for loan losses is based on an analysis of loan balances at year end taking into consideration the current outstanding balance, history of payments and strength of the borrower's financial operations. A specific reserve was calculated using this methodology. We evaluated the key factors and assumptions used to develop the allowance for loan losses and determined that it is reasonable in relation to the basic financial statements taken as a whole.

#### *Financial Statement Disclosures*

Certain financial statement disclosures involve significant judgment and are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting Ulster County Economic Development Alliance, Inc.'s financial statements relate to: loan loss, debt, unearned revenue, related parties, restricted net position, and commitments and contingencies.

### **Significant Difficulties Encountered during the Audit**

We encountered no significant difficulties in dealing with management relating to the performance of the audit.

### **Uncorrected and Corrected Misstatements**

For purposes of this communication, professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that we believe are trivial, and communicate them to the appropriate level of management. Further, professional standards require us to also communicate the effect of uncorrected misstatements related to prior periods on the relevant classes of transactions, account balances or disclosures, and the financial statements as a whole. We proposed no audit adjustments during our audit.

In addition, professional standards require us to communicate to you all material, corrected misstatements that were brought to the attention of management as a result of our audit procedures. There were no adjustments proposed by us.

**Disagreements with Management**

For purposes of this letter, professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter, which could be significant to Ulster County Economic Development Alliance, Inc.'s financial statements or the auditor's report. No such disagreements arose during the course of the audit.

**Representations Requested from Management**

We have requested certain written representations from management, which are included in a letter dated March \_\_\_, 2017.

**Management's Consultations with Other Accountants**

In some cases, management may decide to consult with other accountants about auditing and accounting matters. Management informed us that, and to our knowledge, there were no consultations with other accountants regarding auditing and accounting matters.

**Other Significant Matters, Findings, or Issues**

In the normal course of our professional association with Ulster County Economic Development Alliance, Inc., we generally discuss a variety of matters, including the application of accounting principles and auditing standards, operating and regulatory conditions affecting the entity, and operational plans and strategies that may affect the risks of material misstatement. None of the matters discussed resulted in a condition to our retention as Ulster County Economic Development Alliance, Inc.'s auditors.

This report is intended solely for the information and use of the audit committee, board of directors, and management of Ulster County Economic Development Alliance, Inc. and is not intended to be and should not be used by anyone other than these specified parties.

Very truly yours,

PATTISON, KOSKEY, HOWE AND BUCCI, CPAs, P.C.

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## **2016 CORPORATION MISSION AND GOALS MEASUREMENT REPORT**

### **Name of Corporation:**

Ulster County Economic Development Alliance (UCEDA)

### **Corporation's Mission Statement:**

The Ulster County Economic Development Alliance (UCEDA) acts as the catalyst to promote Ulster County as the premier location to expand and grow business for the creation of wealth, to improve the quality of life and to foster strong, sustainable, diverse economic opportunities for Ulster County and its communities. The UCEDA works to achieve its mission by attracting, retaining, and growing businesses through technical and financial assistance (including administration of the revolving loan funds), marketing, facilitation of capacity building and infrastructure programs, and collaboration with community, regional, state, and municipal partners and leaders.

### **List of Performance Goals and Measurement of Progress in Meeting Goals**

#### 1. Support economic development in Ulster County.

UCEDA renewed its 2015 marketing campaign to market Ulster County to tech entrepreneurs in NYC. In 2016, UCEDA expanded the campaign to include "weekenders and visitors," encouraging people who already know and love Ulster County to consider moving their business to the County. Through a separate contract, UCEDA began development in 2016 of a print-based Economic Development guide for Ulster County.

Under a contract with Ulster County, UCEDA also administered the Ellenville Million, an allocation of \$1M by Ulster County Executive Mike Hein to support economic development initiatives in the Ellenville/Wawarsing community. In 2016, UCEDA completed the following activities related to the Ellenville Million:

- Developed a "Parks and Recreation" plan to guide efforts to improve the community's parks and trails;
- Managed reimbursement for historic renovations of the Hunt Memorial Building;
- Launched a study to examine the feasibility of interconnection or consolidation of the two municipalities' sewer and water systems;
- Managed reimbursement to the Village of Ellenville for its façade improvement program;

- In partnership with Ulster County Tourism developed and implemented a marketing campaign targeted specifically at the Ellenville/Wawarsing community, which included development of print and web collateral.

Finally, UCEDA continued efforts to market surplus properties conveyed to it by Ulster County, including 300 Flatbush Avenue, 25 South Manor Avenue, and Linderman Avenue Extension. In 2016, UCEDA evaluated several purchase offers on the Flatbush and South Manor properties, and entered a contract for sale of the Flatbush property.

## 2. Increase visibility of, and support for, Ulster County economic development.

As part of its 2016 Marketing Campaign, UCEDA completed the following activities, which promoted the visibility and support for economic development:

- Sponsored the HV Tech Meetup, the annual CatskillConf, and the NY Tech Meetup;
- Launched a new tech entrepreneur attraction campaign that provided free tickets to Ulster County festivals for tech entrepreneurs;
- Developed online and print collateral for each of the two campaigns, including special-purpose landing pages, brochures/rack cards, and festival exhibits/displays;
- Staffed tables at seven leading festivals from August through October;
- Developed new promotional videos for campaign target audiences;
- Advertised campaign messages through print and online sources;
- A new web page was developed and launched in Summer 2016, coinciding with participation by UCEDA representatives at several festivals

In addition to these activities, UCEDA hosted or sponsored three “Building Ulster County Together” breakfast events, which drew more than 200 attendees and a three-part webinar training series for restaurant owners and managers. UCEDA also continued to promote its monthly “Featured Properties” to site selectors.

## 3. Administer Revolving Loan Funds

Throughout the year, UCEDA serviced 10 active loans as part of the Ulster County Revolving Loan Fund Program. Loan invoices were prepared and mailed to all active borrowers on a monthly basis. When necessary, UCEDA provided notifications in the event of late payments. Site visits were conducted for all active borrowers.



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P.O. Box 1800, 244 Fair Street  
Kingston, NY 12402-1800  
Tel: 845.340.3556



## INTERNAL CONTROL ASSESSMENT

As of 12/31/16

- A. Define Major Business Functions
- Support economic development in Ulster County
  - Administration of Revolving Loan Funds
- B. Determine the Risks Associated with Operations
- Assess Risk Exposure
- Economic Development                      Low
  - Administration of RLFs                      Moderate to High
- Risks
- Conflicts of Interest
  - Improper influence of project clients or involved officials on UCEDA
  - Improper influence of UCEDA on project clients or involved officials
  - Non-Repayment of Loans
  - Loss of Funding
  - Negligence in agency operations and program activities
- C. Internal Control Systems in Place
- Mission Statement
  - Policies
  - Procedures
  - Board Oversight
- D. Assessment of the Effectiveness of Internal Controls
- Board review of controller and administrative functions
  - Audit Committee meetings
  - Governance Committee meetings
  - Annual Reports
  - External audit
- E. Corrective Action
- a. Plans developed when weakness is identified
  - b. Plans adopted by the board and monitored by management
  - c. Change in personnel
  - d. Change in policies and procedures

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Ulster County Economic Development Alliance  
P.O. Box 1800, 244 Fair Street  
Kingston, NY 12402-1800  
Tel: 845.340.3556



## **2016 INVESTMENT REPORT**

The Ulster County Economic Development Alliance had no investments to report in 2016.

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Suzanne Holt, President & CEO

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Ulster County Economic Development Alliance  
P.O. Box 1800, 244 Fair Street  
Kingston, NY 12402-1800  
Tel: 845.340.3556



## **2016 REAL PROPERTY REPORT**

The Ulster County Economic Development Alliance acquired the following real property in 2016:

Address: 300 Flatbush Avenue, Kingston, NY 12401  
Property Description: Office Building  
Purchase Price: \$ -0-  
Estimated Fair Market Value: \$1,235,000  
Date of Acquisition: 06/10/2015

Address: Linderman Avenue Extension, Kingston, NY 12401  
Property Description: Vacant Lot/Undeveloped Land  
Purchase Price: \$ -0-  
Estimated Fair Market Value: \$ 50,000  
Date of Acquisition: 06/10/2015

Address: 25 South Manor Avenue, Kingston, NY 12401  
Property Description: Office Building  
Purchase Price: \$ -0-  
Estimated Fair Market Value: \$ 418,000  
Date of Acquisition: 12/09/2015

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Suzanne Holt, President & CEO

**Ulster County Economic Development Alliance  
Ulster County Revolving Loan Fund  
Loan Committee Report**

**Applicant:  
The Farm Bridge**

**Date of Application:  
2/27/2017**

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**1.0 APPLICATION SUMMARY**

**BORROWER:** The Farm Bridge  
 James Hyland  
 750 Enterprise Drive  
 Kingston, NY 12401  
 Phone # 845-343-1761

**LOAN AMOUNT:** \$150,000

**RATE:** 4.0%                      **TERM:** 7 years

<b><u>Use of Funds</u></b>	<b><u>RLF Loan</u></b>	<b><u>Equity</u></b>	<b><u>Bank/Other</u></b>	<b><u>Total</u></b>
Purchase of capital equipment	\$150,000	\$0	\$50,000	\$200,000
Working capital	\$0	\$0	\$200,000	\$200,000
<b>TOTALS</b>	<b><u>\$150,000</u></b>	<b><u>\$0</u></b>	<b><u>\$250,000</u></b>	<b><u>\$400,000</u></b>

- Security**
- A) Lien (first position) on equipment purchased with loan proceeds
  - B) Lien (subordinated) on additional existing capital equipment
  - C) Personal guarantee by Jim Hyland

**Jobs:**

Existing:	42 full time	8 part-time	46 FTE
New:	6 full-time	4 part-time	8 FTE

## 2.0 PROJECT OVERVIEW

The Farm Bridge is a NYS-registered B-Corporation, formed in 2015 with the merger of Farm to Table Co-Packers and Winter Sun Farms. The corporate mission is to support local farms and revitalize local economies by bridging the gap between producers and markets. The Farm Bridge has developed a unique business model, unlike other regional co-packers, which resolves inherent problems of seasonality and scale. Though it is young, The Farm Bridge has built on the previous successes of Farm to Table Co-Packers and Winter Sun Farms to achieve profits of \$320,000 on total revenues of \$4.2 million in 2015.

As the company looks ahead, it plans to develop product lines that satisfy demonstrated customer demand across several market opportunities, including value-added products, craft food products, institutional purchasing, online meal providers, and distributors and processors looking for supply-chain transparency.

Value-Added Products (VAP) – According to a 2016 report, nearly \$300 million per year in fruit and vegetable waste could be diverted by developing processing infrastructure to enable VAP.

Craft Production – Over the past 10 years, food consumption has driven dramatic changes in the marketplace, with the top 25 food companies losing \$18 billion in market share, while organic food sales expanded three-fold. This shift in consumer preferences toward specialized, local and sustainable food products has created approximately \$335 million in unmet demand for locally-grown processed food in the Hudson Valley alone.

Institutional Food Needs – Schools, hospitals and other institutions have a growing interest in local procurement of foods and food products, but need year-round availability, suitable variety, and sufficient quantities – all at competitive cost. In the Northwestern US, a consortium of 56 institutions reported a 300% growth rate in local purchasing over a year. Closer to home, the Farm to Institution New England network reports that 9 out of 10 distributors believe that sales of local food to institutions will continue to increase.

Online Meal Providers – Companies like Blue Apron, Hello Fresh, and Plated are at the forefront of the new trend in meal kits and recipe delivery services, and they are eager to expand their sourcing for local and sustainable products. Over the next 10 years, the meal kit market is projected to grow by \$3-\$5 billion. The large providers have recently secured over \$500 million in capital to fund their expansion to meet this new and growing market.

Supply Chain Transparency – As regulations catch up with the rapid growth of the “local” food movement, they are demanding increasing transparency in the supply chain. Similarly, consumers are increasingly attentive to where their food comes from and associate “local” foods with higher quality, better value and improved safety. One major national restaurant chain is already in discussions with The Farm Bridge to source clean, local ingredients that can be traced back to their origins.

To capture these opportunities, The Farm Bridge will seek out a strategic position at the middle of the market, offering a wide variety of copacking, production and processing services at a scale large enough to satisfy high-volume clients but small enough to maintain the flexibility needed to adapt to changes as the local food industry continues to mature.



To enable it to achieve its strategic goals, The Farm Bridge is seeking to raise ~\$5 million in new capital over the next two years. By mid-2017, the company seeks to raise between \$600,000 and \$750,000 to meet immediate equipment needs, make improvements in operational efficiency, and create a cash cushion for working capital needs, including growth of its sales, operations and finance teams. By early 2019, The Farm Bridge plans to purchase a new facility, add new equipment to increase production capacity, and build its sales/marketing and R&D teams to spur continued revenue growth.

With these investments, The Farm Bridge expects to see revenues grow from \$4.28 million in 2015 to \$5.22 million by the end of 2017 due to an increased focus on marketing and sales. At the same time, process improvements and new capital equipment will increase efficiencies, holding operating costs down as revenues grow.

## 2.1 Description of the Company and the Principals

**BORROWER NAME:** The Farm Bridge

**ADDRESS:** 750 Enterprise Drive, Kingston, NY 12401

**PHONE #:** 845-343-1761

**FAX #:** 845-802-0374

**TAX ID#:** [REDACTED]

**Organizational Structure:** B-Corporation

**Borrower Size:** [REDACTED] *in*  
Including *revenue (2015)*  
Affiliates

## 2.2 Owners and Key Management

**Name:** James Hyland

**Address:** 195 Huguenot St  
New Paltz, NY 12561

**Phone #:** 845-255-1699

**SS#:** [REDACTED]

**% Owned:** 100%

**Title/Role in Business:** CEO

## 2.3 Company Operations

In 2006, with a small state grant, Jim Hyland founded Winter Sun Farms with the simple notion of making food from local farms available all year long. Jim's idea came from his experience freezing the surplus produce from his Community Supported Agriculture (CSA) share so his family could continue to enjoy local food during the winter.

“I started my journey into local food chasing the wonderful taste and quality of the produce that our farms grew, but I was also seeing the struggle the farms were going through,” Jim says. “I was inspired by the food, but moved to action by the farmers and workers who were growing it. I was inspired to build a business that would support these farms and be part of the local food movement.”

Winter Sun Farms started working with small local farms to freeze their produce and then distribute it through membership in a winter CSA program. By 2009, the growth of Winter Sun Farms and the lack of regional food processing kitchens led Jim to convert an old IBM cafeteria into a 30,000 square foot processing kitchen called Farm to Table Co-Packers. Besides producing Winter Sun Farms products, the kitchen offers freezing, pickling, hot-fill jars, packing and product development services to farmers and food entrepreneurs throughout the region.

In 2015, Jim combined his two businesses to form The Farm Bridge, which is serving as the anchor of a food hub that fulfills multiple needs in the sustainable food community. The facility works with more than 60 regional farms in the preservation of their own harvests through value-added products under their own labels, and also sources from many of those same farms in the creation of an expanding offering of proprietary products for retail and institutional outlets.

“I believe The Farm Bridge has tremendous potential to make a significant impact in the Hudson Valley, but we can also take this model we have created and spread it to other regions of the country,” Jim says. “I would love to see farming become a great career choice, not just a labor of love. I want to see families supporting themselves by farming, and for farmers to get as much out of farming as they put in.”

The Farm Bridge works with an eye toward innovation and meeting customers’ needs, as seen in the development and success of its five-gallon 'bag-in-the-box' shelf-stable pizza sauce, made entirely from local tomatoes. The local products made at The Farm Bridge can be found all over the region: in local stores, farm markets, CSAs, colleges, restaurants and about any place where good food is served. The Farm Bridge has become a model both in New York State and across the country for how to operate a for-profit, sustainable Food Hub.

The Farm Bridge will enable Jim to further his original mission of enjoying and providing local food throughout the year and has set the stage for future growth and for doing even more to support local farms.

“Climate change, scarcity of water, and soil health will all play crucial roles in where farming goes. I think technology will continue to change and evolve farming, but one of the biggest changes will be people’s understanding of farming and the importance of food to their life and health,” says Jim. “We will continue to see a value shift to clean, healthy, source-identified food and I know we will have the farmers and entrepreneurs ready to respond to this demand in many diverse ways.”

While The Farm Bridge’s own operations generate economic impacts on the local and regional economy, they also contribute in less direct ways. For example, The Farm Bridge helps farmers by providing access to new markets (shelf-stable/frozen/minimally-processed), which can mean the difference between a failing farm and a sustainable farm business. They help growing food processors by providing a fully-equipped, state of the art facility for contracted use, which can allow these business to scale up quickly and without the immediate need for large capital investments. They also support and guide growing food processors to help them meet the requirements of scale and of the latest food industry regulations, which can lead to a higher success rate as these businesses move from fledgling startups to viable food businesses. Finally, they also help regional and main-line distributors, restaurants and end consumers access local food products by serving as a single point-of-contact with the ability to aggregate from food producers to meet volume, quality and traceability needs.

### 3.0 PROPOSED USES OF FUNDS

The Company proposes to use the proceeds of funds from the UCRLF for a combination of capital equipment purchases and working capital for business expansion. Capital equipment to be purchased will enable the Company to close on pending deals with new or existing clients and to continue the expansion of its operation. The equipment to be purchased may include: a pallet wrapper, floor cleaner, scales, sealers, conveyor belts, high-speed server, metal detector, Keyence – coder, dicer, rolling racks, hot jar filler, label machine, food pumps, pulpier finisher, dicer/chopper. Working capital will enable the business to expand its marketing and sales operation by increasing advertising buys, attending events and tradeshow, etc. In addition, the availability of cash is critical to allow the Company's continued growth in 2018 and 2019 as it prepares to move to a new facility or expand at its current location.

Uses of Funds	
Uses	Amount
Capital equipment purchases	\$200,000
Working capital	\$200,000
<b>Total Uses</b>	<b>\$400,000</b>

FinancialAnalysis\_TheFarmBridge\_FINAL.xls

### 4.0 PROPOSED SOURCES OF FUNDS

The Company is seeking funding from two sources, including the UCRLF and NYBDC (SBA loan). It is anticipated that all sources will be debt financing.

Sources of Funds						
Source	Amount	Partic. %	Interest Rate	Term (years)	Est. Monthly P+I Payment*	Est. Annual P+I Payment*
UCRLF (term loan)	\$150,000	38%	4.00%	7	(\$2,050.32)	(\$24,603.85)
SBA/NYBDC	\$250,000	63%	5.75%	7	(\$3,622.25)	(\$43,467.01)
<b>Total Sources</b>	<b>\$400,000</b>				<b>(\$5,672.57)</b>	<b>(\$68,070.86)</b>

FinancialAnalysis\_TheFarmBridge\_FINAL.xls

\* For LoC, assumes interest-only payments, \*\* Assumes full amount is draw n each year

**\* Note: Terms for all sources subject to change until final commitments are issued by lenders.**

## 5.0 UNDERWRITING REPORT

Based on analysis of the Company's financials and other information provided in the loan application, this borrower's request was evaluated to determine its classification under UCEDA's "Underwriting Criteria for Ulster County Loan Funds."

Our analysis indicates that **the project is classified as IA+**. This classification indicates that the loan exceeds the underwriting criteria, and that there is a high degree of confidence that the loan will be repaid.

Adjusted Cash Flow		Discounted Collateral		Adjusted PNW	
CLASS	QUALITY	CLASS	QUALITY	CLASS	QUALITY
<b>I</b>	Existing CF is $\geq 1.0 : 1$	<b>A</b>	1.0+ : 1	+	$\geq$ loan amt.
<b>II</b>	Projected CF is $\geq 1.0 : 1$	<b>B</b>	.85 to 1.0 : 1	-	< loan amt.
<b>III</b>	Secondary (non-SBC) Source of Repayment	<b>C</b>	$\leq .84 : 1$		

### 5.1 Adjusted Cash Flow Analysis & Coverage

Over the period from 2013 through 2016, The Farm Bridge has grown from \$2,250,000 in gross receipts to \$4,360,000 in 2016. In 2013, the business saw a net loss of \$25,000, but since 2014 the business has been profitable, generating net income (EBITDA) of \$255,000 in 2014, \$453,000 in 2015 and \$171,000 in 2016.

Looking forward to the next three years, the company expects to see continued sales growth, driven in part by new equipment purchases and additional sales and marketing staff funded through this loan package, which will allow the business to pursue existing sales leads. Projected gross revenue is \$5.2M in 2017, \$5.9M in 2018 and \$6.7M by 2019.

While sales are projected to grow, the combination of increasing COGS, depreciation and interest expense will put pressure on net income. In 2017, without the addition of new working capital, the business would likely be forced to seek short-term financing to meet cash obligations.

Based on the "Underwriting Criteria for Ulster County Loan Funds," Adjusted Existing Cash Flow is calculated as follows:

$$\text{Earnings Before Taxes} + \text{Depreciation} + \text{Interest Payments} = \text{Adjusted Existing Cash Flow}$$

In order to be classified as a "Class I" deal, the guidelines state that the Cash Flow Coverage Ratio must be  $\geq 1:1$ , or, stated another way, that the Adjusted Existing Cash Flow must be greater than or equal to the total debt service payments.

$$\text{Cash Flow Coverage} = \text{Adjusted Existing Cash Flow} \div \text{All Proposed Debt Service (P+I)}$$

In this case, as the table below shows, Cash Flow Coverage has exceeded the 1:1 threshold for all of the past three years.

Statement of Cash Flows	ACTUAL		
	2014	2015	2016
<b>Earnings Before Taxes</b>	\$254,980	\$453,079	\$170,983
+ Depreciation	\$0	\$0	\$0
+ Interest Expense	\$43,872	\$51,073	\$51,254
<b>Adjusted Existing/Projected Cash Flow</b>	\$298,852	\$504,152	\$222,236
<b>Debt Service</b>			
UCRLF	(\$24,604)	(\$24,604)	(\$24,604)
SBA/NYBDC	(\$43,467)	(\$43,467)	(\$43,467)
Other existing debt service	(\$43,872)	(\$51,073)	(\$51,254)
<b>Total Cash for Debt Service</b>	(\$111,943)	(\$119,144)	(\$119,325)
<b>Cash flow margin</b>	<b>\$186,909</b>	<b>\$385,008</b>	<b>\$102,912</b>
<b>Cash flow coverage</b>	<b>2.67 :1</b>	<b>4.23 :1</b>	<b>1.86 :1</b>

As a result, the underwriting criteria indicate that this project is classified as a “**Class I**” deal.

Though the underwriting criteria do not require a review of projected cash flows, the table below shows that in 2018 and 2019, the business is also anticipated to generate sufficient cash to cover debt service obligations. In 2017, the projections indicate a cash short-fall, but it should be noted that the working capital portion of this application will allow the business to meet its cash obligations during the year.

Statement of Cash Flows	PROJECTED		
	2017	2018	2019
<b>Earnings Before Taxes</b>	(\$262,522)	(\$120,456)	(\$332,692)
+ Depreciation	\$235,317	\$292,475	\$774,256
+ Interest Expense	\$99,672	\$113,088	\$156,691
<b>Adjusted Existing/Projected Cash Flow</b>	\$72,467	\$285,107	\$598,255
<b>Debt Service</b>			
UCRLF	(\$24,604)	(\$24,604)	(\$24,604)
SBA/NYBDC	(\$43,467)	(\$43,467)	(\$43,467)
Other existing debt service	(\$99,672)	(\$113,088)	(\$156,691)
<b>Total Cash for Debt Service</b>	(\$167,743)	(\$181,159)	(\$224,762)
<b>Cash flow margin</b>	<b>(\$95,276)</b>	<b>\$103,949</b>	<b>\$373,494</b>
<b>Cash flow coverage</b>	<b>0.43 :1</b>	<b>1.57 :1</b>	<b>2.66 :1</b>

## 5.2 Value of Proposed Collateral

This loan is secured by the following collateral:

- a) Lien (first position) on equipment purchased with loan proceeds
- b) Lien (subordinated) on other business assets

c) Personal guarantee by James Hyland

<b>Collateral</b>						
<b>Asset</b>	<b>Type (See UW Guidelines)</b>	<b>Fair Market Value</b>	<b>Prior Lien Loan Amt</b>	<b>Available Value</b>	<b>Discount Rate</b>	<b>Discounted Value</b>
New capital equipment		\$200,000	\$0	\$200,000	50%	\$100,000
Existing capital equipment		\$489,013	\$274,134	\$214,879	50%	\$107,440
Accounts Receivable		\$372,021	\$372,021	\$0	20%	\$0
Inventory		\$284,724	\$284,724	\$0	20%	\$0
						\$0
						\$0
						\$0
<b>Total Collateral Value</b>						<b>\$207,440</b>
<b>Value of UCRLF Loan</b>						<b>\$150,000</b>
<b>Excess Collateral Value</b>						<b>\$57,440</b>
<b>Coverage Ratio (LTV)</b>						<b>1.38</b>
FinancialAnalysis_TheFarmBridge_FINAL.xls						

Based on the “Underwriting Criteria for Ulster County Loan Funds,” the adjusted value of the proposed collateral is \$207,440.

Since the value of the collateral is in excess of the value of the loan amount, this project’s collateral value is **classified as “A.”**

**5.3 Net Worth of Guarantors**

<b>Name</b>	<b>Stated Net Worth</b>	<b>Adjusted Net Worth</b>	<b>Credit Score</b>
James Hyland	██████████	██████████	

Since the adjusted net worth of the guarantors is in excess of the loan value, the adjusted personal net worth is **classified as “+.”**

## 6.0 CONCLUSION

The Farm Bridge's application exceeds the underwriting criteria set forth by the Ulster County Revolving Loan Fund, with a classification of IA+, the highest rating possible under the UCRLF's criteria. While this fact may be sufficient by itself to justify support of the project, it is worth noting that the business has several indirect impacts on the County's economy.

By providing a local co-packing facility, which focuses on processing and packaging locally-grown products, The Farm Bridge fills an important role in strengthening our region's agriculture sector. As an example, when a local farm recently had a major order for cherry tomatoes pulled by the customer at the last minute, The Farm Bridge was able to step in to cut, freeze and package the surplus tomatoes, which prevented a total loss for the farm.

Additionally, The Farm Bridge serves as a valuable resource in Ulster County's efforts to attract and expand food and beverage-related businesses. As small food or beverage manufacturers from the NYC metro area achieve success, they often must look for ways to scale-up, while keeping overhead costs low. This often leads them to look to the next ring of communities outside the metro area. And it also may lead them to look for a partner who can run their production operation while they focus on marketing, branding, sales and new product development.

The Farm Bridge's presence here helps Ulster County maintain a competitive advantage in attracting these businesses. They have the opportunity to contract with The Farm Bridge, at lower costs than setting up their own production facility. Additionally, these businesses themselves see an advantage in having a partner that can work with local farms to source ingredients, since this both reduces transportation costs and increases the resilience of their supply chain.

As The Farm Bridge continues to grow, Ulster County has the opportunity to help shape and support that growth, and, in turn, to help support and shape the growth of our region's food and beverage sector as a whole.

7.0 APPLICATION TRACKING SUMMARY

Applicant Name:	Jim Hyland				
Business Name:	The Farm Bridge (f/k/a Farm 2 Table Co-Packers)				
Initial Inquiry Date:	11/21/2016	Loan Amount:	\$150,000		
Initial Application Date:	12/13/2016	Loan Fund(s):	USDA IRP/UCRLF		
Loan Purpose:	\$150,000 primary request for purchase of capital equipment to expand production capabilities and efficiency to meet increasing customer demand.				
<b>Office of Economic Development Tasks</b>			<b>Underwriting Tasks</b>		
<i>Task</i>	<i>Date</i>	<i>Initial s</i>	<i>Task</i>	<i>Date</i>	<i>Initial s</i>
App received	12/13/2016	TW			
App forwarded to UW	12/13/2016	TW	App received by UW	12/13/2016	
			Questions due	12/27/2016	
Questions received by OED	1/13/2017	TW	Questions sent to OED	1/13/2017	
Questions sent to Applicant	2/2/2017	TW			
Response rec'd	2/13/2017	TW			
<b>Application finalized</b>	<b>2/27/2017</b>	<b>TW</b>			
Response due to UW	3/6/2017		Response received	3/6/2017	
			<b>Determination due</b>	<b>3/16/2017</b>	
			UW Determination	Approved	
Applicant notified					
<b>Determination due</b>	<b>4/1/2017</b>				
RLF Meeting Date	3/20/2017				
EDA Meeting Date	3/28/2017				
RLF Recommendation	Approve / Deny				
EDA Determination	Approve / Deny				
USDA Determination Due	4/1/2017				
USDA Determination	Approve / Deny				



# Roadmap and Strategy Overview for Temporary Campaign

Prepared for: Ulster County Economic Development Alliance  
March 20, 2017

LUMINARYMEDIA

# Welcome.

Dear UCEDA Board Members:

It is our pleasure to present this strategy and roadmap document. This summarizes our observations about Ulster County from the kick-off meeting and engagement thus far, our review of existing marketing materials, and our ideas on how to move forward.

We look forward to continued partnership on executing this marketing and communications strategy.

Luminary Media

March 28, 2017

Page 2 of 23

# How will we use this roadmap?

The recommendations and observations included herein will guide Luminary's communications work across all deliverables, including both the long and short term campaigns. We see this roadmap as an essential step in ensuring that both parties are in agreement on the principles that should guide all communications activity by Luminary on behalf of UCEDA.

We ask that you review this document in detail and confirm the validity of our observations and recommendations.

# Table of Contents:

1. **Review of Four Campaigns and Messaging (summary of kick-off meetings and analysis)**
2. **Temporary Campaign Formats (how we'll use formats of temporary campaign to advance campaign goals)**

LUMINARYMEDIA

# Section 1: What We Heard

# Campaign #1: The UCEDA Brand

The purpose of this campaign is to advertise the services of the Ulster County Economic Development Office (OED). Important themes:

- Focus on getting new businesses outside of Ulster County to contact the OED. As part of general branding efforts, existing businesses will also be made aware of the County's services.
- Emphasize that the office is business friendly and "works at the speed of business." The office helps businesses make connections with financial, regulatory, and community partners.
- Provide a face to the brand through team profiles and features on companies the OED has helped.
- Professionalize/elevate the brand.

# Campaign #1: The UCEDA Brand

*Core Message:* OED offers tremendous support to help businesses thrive in Ulster County.

*Tagline:* Powered by Ulster.

# Campaign #2: Film in Ulster County

The purpose of this campaign is to advertise Ulster County as a filmmaking destination.

Important themes:

- Due to the recent tax credits, the County is a premier location for film production.
- An existing network of support organizations is already here to support the industry and Ulster County has a rich history of hosting successful films. Future projects will only make this support structure stronger.
- Local businesses can benefit by providing services to the film industry.



# Campaign #2: Film in Ulster County

*Core Message:* Ulster County is a proven location for film.

*Tagline:* The Future of Filmmaking

# Campaign #3: Ulster County's Food and Beverage Cluster

Due to its agricultural resources and proximity to major markets, Ulster County is a prime destination for food and beverage manufacturers. Important themes:

- Owners have a strong opportunity to scale their business in Ulster County, e.g., to relocate their production facilities.
- From speciality grains to hops, businesses can take advantage of proximity to a range of available agricultural products.
- Showcase existing food and beverage producers that are already succeeding and taking advantage of the County's assets.

LUMINARYMEDIA

# Campaign #3: Ulster County's Food and Beverage Cluster

*Core Message:* Ulster County is a vibrant hub for aggregating, processing, and distributing local food.

*Tagline:* Room to Grow.

# Campaign #4: Attracting Tech and Manufacturing Start-ups

There is rising interest in Ulster County as a location for technology start-ups. Important themes:

- Strongest potential exists for niche manufacturers that operate at the premium end of their market. There are many examples, both new and established, of these types of businesses throughout the County.
- Showcase existing manufacturers that are already succeeding.
- Illustrate the potential for success through industry clusters in areas such as solar, lighting, upcycled products, and others.

LUMINARYMEDIA

# Campaign #4: Tech and Manufacturing Start-ups

*Core Message:* Ulster County can offer you the community and inspiration to grow your business.

*Tagline:* Hack Your Work/Life Balance

# Our Audience

Through our content, messaging, imagery, and media buys, we'll focus on making business conversions from the NYC metropolitan area through strong calls-to-action.

Primarily, we intend to drive inquiries from this audience to the Economic Development Office.

# General Campaign Principles

**Focus on attraction:** showcase Ulster County as the place to start, bring, or scale your business, especially to New York metropolitan area where a conversion is most likely to occur.

**Focus on film:** In general, we will focus our efforts on Ulster County as the “Future of Film” (50% of resources).

**Geographic diversity:** showcase economic opportunities across the County.

LUMINARYMEDIA

# Section 2: Temp Campaign Formats



# Overview

The purpose of the temporary campaign is to begin to publicize the services of the OED. Through targeted Facebook advertising, a landing page with a clear conversion funnel, and active social media use (with targeted post boosting), Luminary will aim to drive new inquiries into the OED from outside Ulster County.

# 1. Landing Page

Luminary will use this temporary landing page to drive inquiries to the Ulster County Economic Development Office (text sent separately).

## 2. Social Media Posts

Luminary will manage and post on Ulster County's Economic Development Office social media streams (Facebook and Instagram).

This will require close coordination between Luminary. We recommend a weekly check-in to discuss events, staff activities, and potential tie-ins to the four long-term campaigns. Luminary will also make recommendations for any other pertinent posts. Upon launch OED has asked to approve all posts before they are published.

## 2. Social Media Posts

In general, our posting will follow these principles:

- **Consistent** (near-daily activity)
- **Diverse Content** (showing different aspects of the office)
- **Interactive** (quick response to any comments, feeling comfortable to post in the first person to put a name to the business)
- **Creative** (reveal the brand or activities in unexpected ways)
- **Strategic** (guided by editorial calendar and aware of content being published in other channels)
- **Personal** (intimate, feeling of getting an “inside look”)
- Use of **multimedia**, i.e. use of high-quality pictures, GIFs, and videos. This is especially important in driving user engagement given our target audience.

## 2. Social Media Posts

As part of our content creation for social media, Luminary will create “off-the-shelf” content. This content can be part of a specific series to highlight content priorities. Ideas include:

- Spotlight on new Ulster County businesses
- Spotlight on OED staff members
- Lifestyle highlights (food, activities, etc.)
- General “Why move Upstate” focusing on pros of relocating
- Broader success stories (UCEDA helped secure \$XX in state funding, food & bev sector did \$XX million in sales last year, etc.)
- Spotlight on OED services and how they can help new and existing businesses

# 3. Facebook Ads - Text

<following text on the photo>

Ulster County  
Room to Grow

Are you looking to start or move a business?

<text for underneath ad>

Contact us to see how Ulster County, located just 90 minutes north of NYC, can work for you.

March 28, 2017  
<landing page link>

# 4. Temporary Campaign Ads

Placements in Upstater and Chronogram (designs sent separately).

## AGREEMENT FOR EVENT SPONSORSHIP

**THIS AGREEMENT** is entered into by and between the **ULSTER COUNTY ECONOMIC DEVELOPMENT ALLIANCE, INC.**, a local development corporation formed under the laws of the State of New York, with offices at 244 Fair Street, Kingston, New York 12401 (the “**UCEDA**”), and **HUDSON VALLEY TECHNOLOGY CONFERENCES, LLC** a domestic limited liability company with principal offices at 288 Wall Street, Kingston, New York 12401 (the “**Firm**”), (each, a “**Party**,” together, the “**Parties**”).

### RECITALS

**WHEREAS**, UCEDA seeks to educate businesses owners, including tech entrepreneurs, currently operating outside of Ulster County about the benefits of living and working in the County and encourage them to relocate or open new businesses in the County; and

**WHEREAS**, the Firm hosts technology related conferences in the Hudson Valley which attract many tech entrepreneurs whom reside and operate business outside of Ulster County; and

**WHEREAS**, the Firm offers sponsorship packages for their conferences; and

**WHEREAS**, UCEDA desires to purchase a sponsorship package for the Catskill Conf as part of its plan to market Ulster County to tech entrepreneurs; and

**WHEREAS**, the UCEDA Board unanimously voted to purchase a \$5,000.00 package for sponsorship of the Catskill Conf.

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

### AGREEMENT

#### ARTICLE 1 – SPONSORSHIP PACKAGE

The Firm is hosting the Catskill Conf. (the “**Conference**”), a conference geared towards tech entrepreneurs many of whom live and work outside of Ulster County. The Conference is being held at the Ashokan Center, located at 477 Beaverkill Rd, Olivebridge, New York 12461 during a 3-day weekend in October 2017. The Firm shall sell to UCEDA a sponsorship package for the Conference which includes the following:

1. Distribution of materials provided by UCEDA to conference attendees.
2. One display table at the conference in the partner/sponsor area. UCEDA may present materials, messaging and signage in this area.
3. The opportunity for a UCEDA representative to welcome and speak to the conference attendees.
4. Two (2) all access tickets – allows entry into all Conference events.

#### ARTICLE 2 - FEES

UCEDA shall pay to the Firm a **fixed fee sum of FIVE THOUSAND AND 00/100 (\$5,000.00) DOLLARS** in consideration for the sponsorship package outlined above. Should the Conference be cancelled by the Firm, the Firm shall return all funds paid by UCEDA within thirty (30) days of the cancellation.

---

#### ARTICLE 3 - TERMINATION

The Agreement may be terminated by either Party upon fifteen (15) days written notice to the other Party. Upon termination by the Firm, the Firm shall return all funds paid by UCEDA as set forth in Article 2 of this Agreement. Upon termination by UCEDA the Firm shall return to UCEDA any and all funds expended through the date of termination.



**ARTICLE 4 - 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. 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 5 - 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 A", 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 A and this Article 5. 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 A.

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 6 - 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 7 - 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 8 - 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 9 - 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 10 - 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 11 - 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 which supersedes any other understandings or writings between or among the Parties to 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.

ULSTER COUNTY ECONOMIC DEVELOPMENT  
ALLIANCE, INC.

HUDSON VALLEY TECHNOLOGY  
CONFERENCES, LLC

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

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

**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 the UCEDA's Insurance Department, 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., 244 Fair Street, Kingston, New York 12401.

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 their 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 their 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 Insurance in an amount not less than **ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS** for each occurrence, and in an amount not less than **ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS** general aggregate.
- Property Damage Liability Insurance in an amount not less than **ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS** for each occurrence and in an amount of not less than **ONE MILLION AND 00/100 (\$1,000,000.00) 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. , 244 Fair St., Kingston, New York, 12401", 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

## AGREEMENT FOR EVENT SPONSORSHIP

**THIS AGREEMENT** is entered into by and between the **ULSTER COUNTY ECONOMIC DEVELOPMENT ALLIANCE, INC.**, a local development corporation formed under the laws of the State of New York, with offices at 244 Fair Street, Kingston, New York 12401 (the “UCEDA”), and **HUDSON VALLEY TECH MEETUP, LLC**, a domestic limited liability company with principal offices at 288 Wall Street, Kingston, New York 12401 (the “Firm”), (each, a “Party,” together, the “Parties”).

### RECITALS

**WHEREAS**, UCEDA seeks to successfully market, promote and fuel the growth of the technology community in Ulster County; and

**WHEREAS**, the Firm hosts the Hudson Valley Tech Meetup (HVTM) which is a gathering of internet technology engineers, entrepreneurs, educators and enthusiasts in the Mid-Hudson Valley; and

**WHEREAS**, the Firm offers sponsorship packages for the HVTM; and

**WHEREAS**, UCEDA desires to purchase a sponsorship package for the HVTM as part of its plan to market Ulster County to tech entrepreneurs; and

**WHEREAS**, the UCEDA Board unanimously voted to purchase a sponsorship of six HVTM at a cost of \$400.00 per event for a total of \$2,400.00.

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

## AGREEMENT

### ARTICLE 1 – SPONSORSHIP PACKAGE

The Firm shall host no less than six Hudson Valley Tech Meetups (the “HVTM”) between March 2017 and February 2018, at a location in Ulster County. At each event, the UCEDA shall receive the following:

1. Logo placement on HVTM meetup.com page and on hvtech.org.
2. Logo placement at regular meetup registration and food and beverage table.
3. Printed materials placement at regular meetups.
4. Sponsor mention by event hosts at every sponsored regular meetups.
5. Opportunities to speak to the group at sponsored regular meetups.

### ARTICLE 2 - FEES

UCEDA shall pay to the Firm a **fixed fee sum of TWO THOUSAND FOUR HUNDRED AND 00/100 (\$2,400.00) DOLLARS** in consideration for the sponsorship package outlined above. Should the Conference be cancelled by the Firm, the Firm shall return all funds paid by UCEDA within thirty (30) days of the cancellation.

### ARTICLE 3 - TERMINATION

~~The Agreement may be terminated by either Party upon fifteen (15) days written notice to the other Party. Upon termination by the Firm, the Firm shall return all funds paid by UCEDA as set forth in Article 2 of this Agreement. Upon termination by UCEDA the Firm shall return to UCEDA any and all funds expended through the date of termination.~~

### ARTICLE 4 - 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. 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 5 - 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 A", 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 A and this Article 5. 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 A.

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 6 - 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 7 - 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 8 - 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 9 - 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 10 - 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 11 - 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 which supersedes any other understandings or writings between or among the Parties to 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.

ULSTER COUNTY ECONOMIC DEVELOPMENT  
ALLIANCE, INC.

HUDSON VALLEY TECH MEETUP, LLC

By: \_\_\_\_\_  
NAME: Julie Cohen Lonstein  
TITLE: Chairman  
DATE:

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

**SCHEDULE A**  
**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 the UCEDA's Insurance Department, 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., 244 Fair Street, Kingston, New York 12401.

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 their 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 their 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 Insurance in an amount not less than **ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS** for each occurrence, and in an amount not less than **ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS** general aggregate.
- Property Damage Liability Insurance in an amount not less than **ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS** for each occurrence and in an amount of not less than **ONE MILLION AND 00/100 (\$1,000,000.00) 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. , 244 Fair St., Kingston, New York, 12401", 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

*Submitted to  
County - 2/5/16*

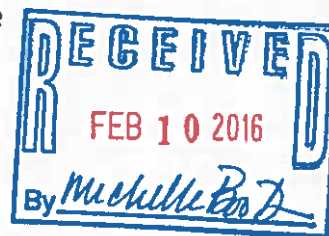


Michael P. Hein  
County Executive

Ulster County Economic Development Alliance  
P.O. Box 1800, 244 Fair Street  
Kingston, NY 12402-1800  
Tel: 845 340.3556



Ulster County Economic Development Alliance  
Ellenville Million  
Economic Development Fund Application



COVER SHEET

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

Applicant: Masten LLC  
Applicant's Street Address: 119 Canal Street  
City: Ellenville State: NY Zip: 12428  
Applicant's Mailing Address (if different): 548 County Route 17  
City: Montgomery State: NY Zip: 12549  
Telephone: 845 361 4370 Fax: 845 361 4373 E-Mail: DinoMavrosCo@gmail.com  
Federal Tax ID Number: 06-175-3051

Name of person(s) authorized to speak on behalf of applicant with respect to the application:  
Steven Mavros

If applicant is represented by an attorney, please complete the following:

Firm name: \_\_\_\_\_  
Name of attorney: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Section I. Identity of Business

A. Indicate type of business organization of Company:

a. Corporation

If so incorporated, in what country? \_\_\_\_\_

Type of Corporation: \_\_\_\_\_

Authorized to do business in New York: \_\_\_\_\_

b. Partnership

If so, indicate type of partnership: \_\_\_\_\_

Number of general partners: \_\_\_\_\_

Number of limited partners: \_\_\_\_\_

c. Limited Liability Company

If so, formed in what state? NYS

Date formed: 8/2/2005

Authorized to do business in New York: Yes

d. Sole proprietorship: \_\_\_\_\_

B. Management of Company:

List all owners, officers, directors and partners (complete all columns for each person):

Name and Home Address	Office Held	Other Principal Businesses
Stellios Mavrogiannis	548 County route 17 Montgomery NY 12549	NO
_____	_____	_____
_____	_____	_____
_____	_____	_____

C. Company's Principal Bank(s) Account(s) (Please specify uses for each):

Hometown Bank Hudson Valley 5142237 - Operating Account

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

D. Information regarding the history of the company:

Company Buys and manages Real Estate Rental homes and Properties Since 2005

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

E. Any current loans or outstanding debt? Yes xxx No     

If yes, please explain:

Some of the properties we manage have mortgages on them - The rents pay all the mortgages -

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Section II: Project Elements

A. Description of Project for which the funds are intended and the products/services to be produced:

We want to remodel the building on 119 Canal. We need funds to complete the commercial storefront (approximately \$25,000.00 Balance) ✓

We need money to remodel the interior stores

New drop Ceilings, Bathrooms, Insulation, Removing existing Walls, Paint, New Flooring Approximately \$15,000.00 per unit \$45,000 Total

Architect Engineering Fees to remodel the upstairs into apartments Approximately \$5,000.00

We Want to remodel the apartments upstairs to create 4 1 bedroom studio apartments Approximately \$150,000.00

The total we have to spend to complete this project is \$225,000.00 We would like to get as much funding as possible thank you

B. Location of Project:

Street Address: 119 Canal Street Ellenville NY

SBL: 83.311-4-12

City: \_\_\_\_\_

Town: \_\_\_\_\_

Village: Ellenville

C. What is the business' principal industry classification code? (North American Industry Classification System - NAICS.) 531110

If more than one NAICS code applies, please provide a breakdown of the project's primary business activities: \_\_\_\_\_

\_\_\_\_\_

Business Unit Activities	NAICS Code	% of Project Revenues	Annualized Wages Total
--------------------------	------------	-----------------------	------------------------

- D. When is the deadline/date to make the location decision? If Loan is Given it will start ASAP 2/15/16
- E. When is the anticipated date that construction will begin? ASAP
- F. When is the anticipated construction completion date? 10/1/16
- G. When is the anticipated date that operations will commence? 4/1/16

**Section III: Capital Investment Information**

A. Describe in detail, the capital investment in real and personal property (examples: construction or remodeling of facility; upgrading/replacing/purchasing of new equipment).

Storefront remodel was \$45,000.00 - Balance to Remodel Storefront \$25,000.00

---

Remodel 3 Commercial Storefronts Brand New Walls Floors Ceilings Bathrooms and Electric Heaters (3x \$15,000 = \$45,000)

---

Architect Plans for Upstairs 4 studio Apartments \$6,000.00

---

Build out 4 Studio Apartments from scratch including Walls Ceilings Floors kitchen and Bathrooms - \$150,000.00

---

Total Valued at \$225,000.00

B. List the projected amounts (in thousands of dollars) and type of major capital investment to be made by the applicant in connection with this project (please use the following chart):

	Year <u>2016</u>	Year _____	Year _____
Land	\$ 120	\$	\$
New Construction	\$	\$	\$
Building Renovations	\$ \$225	\$	\$
Manufacturing Equipment	\$	\$	\$
R&D Equipment	\$	\$	\$
Other Equipment	\$	\$	\$
Total Capital Investment	\$ 345	\$	\$

- C. What is the estimated square footage of the new or expanded facility? 6,000 Sq Ft
- D. Will the business own or lease the property where the project will be located?  
 Own  Lease
- E. If the business will own the property, is or will the property be encumbered by a mortgage?  
 Yes  No  There is an existing Mortgage

**Section IV: Job and Wage Information**

- A. Number of current employees: 0 FTE
- B. How many new FTE jobs will be created by this project within the first year? \_\_\_\_\_
- C. How many new FTE jobs will be created by this project within three years? \_\_\_\_\_
- D. What are initial average wages and benefits of the new FTE Jobs? Please fill out chart below:

Job Title	Description	Avg Wage	Avg Benefit	FT/PT?	Hours/week	Employment Location
-----------	-------------	----------	-------------	--------	------------	---------------------

E. Please provide information that supports job creation projections:

Four horizontal lines for providing information that supports job creation projections.

Section V: Certification and Signatures

Person Completing the Application on Behalf of the Company:

Company Name: Masten, LLC - Stellos Mavrogiannis
Signature: [Handwritten Signature]
Printed Name: Stellos Mavrogiannis
Title: Owner
Date: 1/28/2016

Authorized Officer of the Company:

I certify that the responses provided in this Application to the best of my knowledge are true, correct and complete.

I hereby swear, or affirm, under penalty of perjury and other potential criminal penalties that the statements made in this application are true.

Company Name: Masten, LLC
Signature: [Handwritten Signature]
Printed Name: Stellos Mavrogiannis
Title: Owner
Date: 1/28/2016

Sworn to before me this

3rd of February, 2016

[Handwritten Signature]
Notary Public

JENNIFER CUEVAS
Notary Public, State of New York
No. 01CU6221476
Qualified in Orange County
Commission Expires May 3, 2018

# Proposal

Page No.

of PAGE

## LAKES ROAD GLASS

3 Lakes Road  
MONROE, NY 10951  
845 (914) 782-4474

Fax - 845-782-3948

PROPOSAL SUBMITTED TO <b>STEVE MAURO</b>		PHONE <b>782-5527</b>	DATE / /
STREET		JOB NAME	
CITY, STATE AND ZIP CODE <b>ELLENVILLE NY</b>		JOB LOCATION	
ARCHITECT	DATE OF PLANS	JOB PHONE	

We hereby submit specifications and estimates for:

**FURNISH & INSTALL STORE FRONT DOORS  
& WINDOWS -**  
**PROP FOR 1' GLASS**  
**CLEAR FINISH -**  
 2 - 70 X 100  
 2 - 60 X 100  
 1 - 56 X 100  
 1 - 48 X 100

<b>STORE FRONT ENTRANCE DOOR</b>	<b>63500.00</b>
<b>4 - 40 X 86 W/TRANSOM</b>	<b>5159.37</b>

We propose hereby to furnish material and labor — con

accordance with above specifications, f

Payment to be made as follows:  
1/2

1/2 dollars (\$ **68659.37**)

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Note: This proposal may be void if not accepted within \_\_\_\_\_

**Acceptance of Proposal** — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance \_\_\_\_\_



# MONTGOMERY GLASS & MIRROR

The Glass Specialists  
 2217 Route 208  
 MONTGOMERY, NY 12549  
 (845) 457-3545

CUSTOMER'S ORDER NO Ellenville NY		PHONE 728-5527		DATE																																																	
NAME Steve MAUROS																																																					
ADDRESS Ellenville, N.Y.																																																					
SOLD BY	CASH	COD	CHARGE	ON ACCT	PAID OUT																																																
<table border="1"> <thead> <tr> <th>QTY.</th> <th>DESCRIPTION</th> <th>PRICE</th> <th>AMOUNT</th> </tr> </thead> <tbody> <tr> <td></td> <td>Furnish &amp; Install Store Fronts w/ 1" TEMP GLASS Cl metal. B.S.</td> <td></td> <td></td> </tr> <tr> <td>②</td> <td>70x102</td> <td></td> <td></td> </tr> <tr> <td>②</td> <td>62x102</td> <td></td> <td></td> </tr> <tr> <td>①</td> <td>56x102</td> <td></td> <td></td> </tr> <tr> <td>①</td> <td>48x102</td> <td></td> <td></td> </tr> <tr> <td>④</td> <td>Storefront Doors w Transoms</td> <td></td> <td>53000 00</td> </tr> <tr> <td>④</td> <td>40x86</td> <td></td> <td></td> </tr> <tr> <td></td> <td>Deposit \$</td> <td></td> <td></td> </tr> <tr> <td></td> <td>Balance \$</td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td>TAX</td> <td>4372 50</td> </tr> <tr> <td colspan="2">RECEIVED BY</td> <td>TOTAL</td> <td>5772 50</td> </tr> </tbody> </table>						QTY.	DESCRIPTION	PRICE	AMOUNT		Furnish & Install Store Fronts w/ 1" TEMP GLASS Cl metal. B.S.			②	70x102			②	62x102			①	56x102			①	48x102			④	Storefront Doors w Transoms		53000 00	④	40x86				Deposit \$				Balance \$					TAX	4372 50	RECEIVED BY		TOTAL	5772 50
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RECEIVED BY		TOTAL	5772 50																																																		

ALL SALES FINAL

10553

**MASTEN**  
548 COUNTY ROUTE 17  
MONTGOMERY, NY 12549

HOMETOWN BANK OF THE HUDSON VALLEY  
WALDEN, NEW YORK 12580  
30-7222/2218

12/7/2016

PAY TO THE ORDER OF Aistek

\$\*\*15,000.00

Fifteen Thousand and 00/100

DOLLARS

Aistek

DEC 7 2016  
MONTGOMERY



AUTHORIZED SIGNATURE

MEMO

Balance of Ellenville Storefront

⑆010553⑆ ⑆226972221⑆

5142237⑆

3#15 NN#12269 TR:235C2 CB#:53  
Timestamp: 12-07-2016 02:31:29 PM  
Acct#:5142287  
C/K/S Amt:-\$15,000.00 PsDt:12-07-16

F00  
61074185

# *Village of Ellenville*

*2 Elting Court, 2<sup>nd</sup> Floor  
Ellenville, New York 12428  
Phone: 845-647-7080, Fax: 845-647-7171  
www.villageofellenville.com*

Masten, LLC  
548 County Route 17  
Montgomery, NY 12549

Re: Ellenville Million Program

Dear Mr. Mavros,

Please consider this correspondence authorization to proceed with the façade at your 119 Canal Street location upon receipt of a certificate of insurance naming the Village as additionally named insured.

The Village will reimburse you \$6,250 or 50% of material whichever is less upon approval of the work from the Building Department.

Please let me know if you have any questions.

Sincerely,

  
Joseph P. Stoeckeler, Jr., M.P.A.  
Village Manager

**Village of Ellenville  
Department of Public Safety  
Building and Zoning Division**

2 Elting Court  
Ellenville, New York 12428  
Phone: 845-647-7080 Ext 310, Fax: 845-647-7171

January 4, 2017

Joe Stoeckeler – Village of Ellenville  
Village Manager

RE: Building permit # 8576 (119 Canal Street – Masten, LLC)

Dear Joe-

This office inspected 119 Canal Street (BP# 8576) on January 3, 2017 with regards to the installation of energy efficient insulated glass and repairs to the surrounding façade.

At this time the 1” tempered glass windows and doors with box style aluminum trim have been installed.

The building permit remains open pending completion of the repairs to the surrounding façade.

If you have any questions in this matter please do not hesitate to contact my office.

*Brian A. Schug Jr.*

---

Brian A. Schug Jr.  
Village of Ellenville  
Code Enforcement Officer / Building Inspector II

CC: File

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# Kiosk Project

Select a period to highlight at right. A legend describing the charting follows.

Period Highlight: 1

- Plan Duration
- Actual Start
- % Complete
- Actual (beyond plan)
- % Con

ACTIVITY	PLAN START	PLAN DURATION	ACTUAL START	ACTUAL DURATION	PERCENT COMPLETE	1 WEEK PERIODS																												
						1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29
Kick Off Meeting	1	1	1	1	100%	[Gantt bar: 100% complete by week 1]																												
Village Accounting Set	2	1	1	1	100%	[Gantt bar: 100% complete by week 2]																												
UC Permit	3	2	2	0	0%	[Gantt bar: 0% complete]																												
Insure UC	3	2	1	0	80%	[Gantt bar: 80% complete]																												
Clearing/Grubbing	8	1	0	0	0%	[Gantt bar: 0% complete]																												
Drainage	8	1	0	0	0%	[Gantt bar: 0% complete]																												
Base Shaping/Grading	8	1	0	0	0%	[Gantt bar: 0% complete]																												
Foundation constructed	9	1	0	0	0%	[Gantt bar: 0% complete]																												
Framing	10	3	0	0	0%	[Gantt bar: 0% complete]																												
Trimmed and panels applied	13	1	0	0	0%	[Gantt bar: 0% complete]																												
Roof shingled	14	1	0	0	0%	[Gantt bar: 0% complete]																												
Finish applied	15	1	0	0	0%	[Gantt bar: 0% complete]																												
Signage Ordered	0	0	0	0	0%	[Gantt bar: 0% complete]																												
Signage Installed	0	0	0	0	0%	[Gantt bar: 0% complete]																												
Apply for Reimburse UCEDA	20	1	0	0	0%	[Gantt bar: 0% complete]																												

# Berme Road Lot Pave Project

Select a period to highlight at right. A legend describing the charting follows.

Period Highlight: 1  Plan Duration  Actual Start  % Complete  Actual (beyond plan)

ACTIVITY	PLAN START	PLAN DURATION	ACTUAL START	ACTUAL DURATION	PERCENT COMPLETE	1 WEEK PERIODS																									
						1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26
Kick Off Meeting	1	1	1	1	100%																										
Town Accounting Set	2	2	1	1	100%																										
UC Permit	3	2	1	0	80%																										
Insure UC & DOCCS	3	2	1	0	0%																										
Site Prep	10	1	0	0	0%																										
Crushed Stone Sub-base	11	2	0	0	0%																										
Ashphalt Binder	11	2	0	0	0%																										
Ashphalt Top	11	2	0	0	0%																										
Lot striped	15	2	0	0	0%																										
Parking Stops placed	15	2	0	0	0%																										
Apply for Reimburse UCEDA	18	1	0	0	0%																										

## Berme Road Trailhead Project Budget

	EM Funds	Other Funds	In-Kind	Total
Materials	\$7,000	\$0	\$0	\$7,000
Signage	\$4,200	\$0	\$0	\$4,200
Labor	\$0	\$0	\$3,800	\$3,800
Crushed Stone Subbase	\$1,530	\$0	\$0	\$1,530
Asphalt Binder	\$13,607	\$0	\$0	\$13,607
Asphalt Top	\$18,569	\$0	\$0	\$18,569
Delivery of Stone/Asphalt	\$363	\$0	\$5,000	\$5,363
Paver w/screedman and operator	\$6,700	\$0	\$0	\$6,700
1 - Vibratory roller w/operator	\$3,400	\$0	\$0	\$3,400
3 - General laborers	\$4,200	\$0	\$0	\$4,200
Paver mobilization	\$0	\$0	\$0	\$0
Roller mobilization	\$0	\$0	\$0	\$0
<b>Total</b>	<b>\$59,568</b>	<b>\$0</b>	<b>\$8,800</b>	<b>\$68,368</b>



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**DOCCS Section of O&W Rail Trail Project Budget**

	EM Funds	Other Funds	In-Kind	Total
Materials (fence, gates, signs, it	\$26,200	\$0	\$0	\$26,200
Labor	\$26,800	\$0	\$30,800	\$57,600
Survey	\$2,000	\$0	\$0	\$2,000
<b>Total</b>	<b>\$55,000</b>	<b>\$0</b>	<b>\$30,800</b>	<b>\$85,800</b>

Changes