

ELLENVILLE FAÇADE PROGRAM AGREEMENT

This AGREEMENT is entered into by and between the **VILLAGE OF ELLENVILLE**, a municipal corporation, maintaining its principal place of business at 2 Elting Court, Ellenville, New York 12428 (the "Village"), and **162-172 CANAL STREET, LLC**, a New York Limited Liability Corporation, maintaining its principal place of business at 168 Canal Street, Ellenville, New York 12428 (the "Applicant"), (each a "Party," together, the "Parties").

WHEREAS, the Village has entered into an agreement with the Ulster County Economic Development Alliance, Inc. in order to extend funding to local business owners for the purpose of spurring economic growth and development in the Ellenville/Wawarsing area by means of renovating the façades of commercial buildings in the eligible business district area; and

WHEREAS, the Village and Applicant have agreed on the scope of work set forth in Applicant's "Ulster County Economic Development Alliance, Ellenville Million Economic Development Fund Application."

NOW THEREFORE, in consideration of the promises and covenants set forth below, the Village and the Applicant hereby agree as follows:

1. **WORK PERFORMANCE.** The scope of work agreed to by the Village and Applicant shall commence within thirty (30) days of the Village's approval. Should Applicant not engage a contractor and begin construction within thirty (30) days of signing this Agreement, said Agreement shall be null and void.
2. **REIMBURSEMENT.** Applicant shall be reimbursed after all work is complete. The Village shall have the right to inspect work at any time and cancel the contract should the work performed be inconsistent with the standards as set forth in the contract, or if problems with the workmanship arise, or if insurance is not maintained by the contractor.
 - a. The Applicant shall be responsible for paying all agreed upon repairs. The Village will not reimburse Applicant for more than the maximum award amount, or increases above ten percent (10%) of the estimated costs, whichever is less. Payment will only be made upon satisfactory completion of all work. Satisfactory completion will be determined by the Village.
3. **SCOPE OF WORK.** Work to be performed on the façade of the premises located at 168 Canal Street, Ellenville, New York 12428 is as follows:
 - a. Remodeling of facility:
 - i. Remove and replace one window 2 feet 8 inches x 7 feet 2 inches;

- ii. Remove glass tiles and install one window 1 foot 5 inches x 7 feet 2 inches;
 - iii. Cut opening in brick façade to correct size and install metal lintel and famed double glass window panes 6 feet x 7 feet 2 inches;
- b. Estimated capital investment by the Applicant is Twelve Thousand and Five Hundred and 00/100 Dollars (\$12,500).
- 4. **INDEMNIFICATION.** The Applicant agrees to defend, indemnify and hold harmless the Village, 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 Applicant, its employees, representatives, subcontractors, assignees, or agents pursuant to this Agreement. No claim whatsoever shall be made by the Applicant against any officer, agent, or employee of the Village for or on account of any act or omission in connection with this Agreement.
- 5. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of New York, except where the Federal Supremacy Clause requires otherwise.
- 6. **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, which supersedes any other understandings or writings between or among the Parties to this Agreement.
- 7. **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.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to enter into this Agreement as of the dates set forth below.

VILLAGE OF ELLENVILLE

162-172 CANAL STREET, LLC


By: Joseph Stockeler, Jr., Village Manager


By: Sheldon Skoler, President

Date: 7/20/16

Date: 7/20/16