

Ellenville Million Skolar Michelle Booth

to:

lcla@co.ulster.ny.us 08/19/2016 10:15 AM

Hide Details

From: Michelle Booth <mbooth@villageofellenville.com>

To: "lcla@co.ulster.ny.us" <lcla@co.ulster.ny.us>

1 Attachment



Linda,

Attached you will find a response to your email to Joseph Steoeckeler on August 18, 2016. Please let us know if you need anything further to issue the Village reimbursement for the façade program.

Thank you,

Michelle Booth

Confidential Secretary to Village Manager
Deputy Tax Collector
Village of Ellenville
2 Elting Court, 2nd Floor
Ellenville, NY 12428
845.647.7080 extension 303
845.647.7171 fax
mbooth@villageofellenville.com

Village of Ellenville

2 Elting Court, 2nd Floor Ellenville, New York 12428

Phone: 845-647-7080, Fax: 845-647-7171 www.villageofellenville.com

August 19, 2016

Linda Clark Office of Economic Development 244 Fair Street PO Box 1800 Kingston, NY 12402-1800

Dear Ms. Clark,

In response to your email on August 18, 2016, please be advised that the Village paid Mr. Michael Baul at the request of Mr. Skolar as that was the 50% due on the contract. Mr. Michael Baul was the contractor for the contract in question.

Sincerely,

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

Village Manager



ELLENVILLE MILLION/FACADE PROGRAM

Linda Clark to: jstoeckeler

Cc: Suzanne Holt

08/18/2016 03:24 PM

Mr. Stoeckeler: The Board of Directors of the Ulster County Economic Development Alliance met on Wednesday, August 17, 2016

and reviewed the Village of Ellenville's request for reimbursement under the Ellenville Million/Facade Program in the amount of

\$6,250 for the 162-172 Canal Street, LLC - Sheldon Skolar Project.

They have two questions: what is Michael Baul's relationship to this project and why is the check made out to him?

In the materials provided, a copy of a reimbursement check from the Village of Ellenville Tax Account, Check No. 1111, payable to Michael Baul, in the amount of \$6,250 was submitted as proof of payment from the Village of Ellenville to the 162-172 Canal Street, LLC - Sheldon Skolar Project .

Mr. Baul's name is not mentioned in any of the supporting documentation. The Ellenville Facade Program Agreement is between the Village of Ellenville and 162-172 Canal Street, LLC; signed and agreed to by yourself as Village Manager and Mr. Sheldon Skoler as President.

The members of the Board have requested an explanation as to why the check from the Village of Ellenville was made payable to Michael Baul and not to Sheldon Skolar and what Michael Baul's business relationship is to the 162-172 Canal Street, LLC - Sheldon Skolar Project.

Additionally, with reference to the Ellenville Facade Program Agreement, we respectfully suggest that all future Agreements include the following additional language:

2. <u>REIMBURSEMENT</u>. Applicant shall be reimbursed <u>50% or up to \$6,250</u> after all work is complete.

Should you have any questions, please contact Suzanne Holt at (845) 334-5596 or shol@co.ulster.ny.us

Linda Clark Office of Economic Development 244 Fair Street, PO Box 1800 Kingston, NY 12402-1800 Tel: (845) 340-3556

Email: Icla@co.ulster.ny.us

VILLAGE OF ELLENVILLE

INVOICE

2 Elting Court Ellenville, NY 12428 Phone 845.647.7080 Fax 845.647.7171

INVOICE #001 DATE: JUNE 9, 2016

TO: UCEDA UC Economic Development Alliance PO Box 1800 Kingston, NY 12402-1800 Phone 845.340.3556

COMMENTS OR SPECIAL INSTRUCTIONS:

VILLAGE EMPLOYEE	P.O. NUMBER	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS
Michelle Booth		162-170 Canal Street	To the property of the state of		Due on receipt
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QUANTITY		DESCRIPTION	and annual measurements are some or extension and high states are splingly being a supply by the source of the states of the sta	UNIT PRICE	TOTAL
Reimbursement for façade improvements Ellenville Million				\$6,250.00	\$6,250.00
	Location 162-172 Car	nal Street, LLC Sheldon Skol	ar	er felf å stand det diller til Para della svelkelt er blev frem en	er en
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				TOTAL DUE	\$6,250.00

Make all checks payable to VILLAGE OF ELLENVILLE
If you have any questions concerning this invoice, contact Michelle 647-7080 ext. 303

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BUILDING DEPARTMENT VILLAGE OF ELLENVILLE

2 Elling Court
Ellenville, NY 12428
(845) 647-7080 Ext. 310/FAX: (845) 647-7171
Email: bschug@villageofellenville.com
Brian A. Schug Jr. - Building Inspector
Nordeen Pickell - Housing Inspector
Village of Ellenville

CERTIFICATE OF COMPLETION

Sec-Blk-Lot: 83.311-3-20.100

Building Permit No.: 8618

Location: 168-170 Canal St

CC Date: 05/02/2016

CC No: 8618

APPROVED

THIS CERTIFIES that the structure described herein, conforms substantially to the approved plans and specifications heretofore filed in this office with Application for Building Permit dated: 04/22/2016, pursuant to which Building Permit was issued, and conforms to all the requirements of the applicable provisions of the law.

The structure for which this centificate is issued is as follows:

Question description	Answer
Compensation Insurance Carrier:	Sullivan ****41666
Dimensions:	72" x 84" x 1" thickness
Existing Use:	Mixed commercial / retail
Heating Plant:	Propane
Number of Families:	n/a
Number of Stories:	
Permit Use:	B-1 Business District
Туре:	Alteration / Renovation

Description: Install 72" x 84" clear tempered glass in existing retail / commercial building according to drawing by owner.

Approximate Cost: 12000.00

This certificate is issued to Michael J Baul - DBA MB Construction for the aforesaid structure.

Brian A. School Jr.

Building Inspector

(The Certificate of Occupancy will be issued only after affidavits or other competent evidence is submitted to the Superintendent of Buildings that the completion of the construction in compliance with the State Building Construction Code and with other laws, ordinances or regulations affecting the premises, and in conformity with the approved plans and specifications. A final electrical, plumbing, heating or sanitation certificate or other evidence of compliance may be required before issuance of the Certificate of Occupancy).

STEAMEN CHARA

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.
- 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 Stoekeler, Jr., Village Manager

Date: 12016

Date: 17016



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: 162-172 Canal St	eet, LLC	n manus tambum no yang saga na taga 1489 1889 ki kananan manus manus manus mendan manus manus mendan mendan me
Applicant's Street Address:	168 Canal Street	edillä approvinsionin sinkin muusuu en maksikkikkik apprintiin kirikkikkikkikkik apprintiin kirikkikkikkikkikkikkikkikkikkikkikkikki
City: Ellenville	State: New York	Zip: <u>12428</u>
Applicant's Mailing Address (i	f different):	algegegelet visite til stor tronspartningsspartnings vir sp. 18. de likk i Statisk i storper som spartningsspartnings kapet. De likk i Statisk i S
City:	State:	Zip:
Telephone: 845-332-3659	Fax: 845-230-8747	E-Mail: ericcafaro@mac.com
Federal Tax ID Number: 26	1969072	on the same and th
Name of person(s) authorized	to speak on behalf of applicant wit	th respect to the application:
Eric Cafaro and Sheldon Sko	ler	king a 1944. A Printe dan kerangan menangan dibergigi penda ketabanjan di keranjahan kelangan dan mengangkan k
If applicant is represented by	an attorney, please complete the fo	ollowing:
Firm name: N/A		CONTRACTOR OF THE PROPERTY OF
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City:		
Telephone:	Fax:	E-Mail:

Section I. Identity of Business

A. Indic	cate type of business orgai	nization of Compan	y:	
a	. Corporation			
	If so incorporated, in w	hat country?	, M. C.	
	Type of Corporation:			
	Authorized to do busin	ess in New York:	C-05 DECEMBER 199	
t	p. Partnership			
	If so, indicate type of p	artnership:		
	Number of general par	tners:		
	Number of limited part	ners:	MSAEALINES AND BUTTER STORES	
c	Limited Liability Compa	any		
	If so, formed in what st	ate?	New Yo	rk
	Date formed:		January	29, 2008
	Authorized to do busin	ess in New York:	Yes	
d	l. Sole proprietorship:			
List a	agement of Company: all owners, officers, directo	ors and partners (co	omplete a	oll columns for each person): Other Principal Businesses
	idon Skoler	President		None
222	Lucks Road, Greenfield P			the state of the s
	a Skoler	Vice President		None
222	Lucks Road, Greenfield P	ark, NY 12435		
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	When is the deadline/date t	o make the locati	on decision?	I/A Decision has already been ma
	When is the anticipated dat	e that construction	n will begin?4	1.1.16
	When is the anticipated cor	struction comple	tion date?	5,1.16
	When is the anticipated dat	e that operations	will commence?	Operations have already commence
•	Describe in detail, the capit remodeling of facility; upgra	al investment in reading/p	eal and personal pr urchasing of new e	operty (examples: construction o quipment).
	1. Remodelling of facility:	One window (2ft	3in x 7ft 2in).	
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*	3 Remodelling of facility:	Metal lintel and fr	amed double windo	w panes (6ft 0in x 7ft 2in).
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New Construction	\$ 0	\$ 0	\$ 0	
Building Renovations	\$ 12.5	\$ 0	\$ 0	
Manufacturing Equipment	\$ 0	\$ 0	\$ 0	•
R&D Equipment	\$ 0	\$ 0	\$ 0	
Other Equipment	\$ 0	\$ 0	\$ 0	
Total Capital Investment	\$ 12.5	\$ 0	\$ 0	
C. What is the estimated squ	are footage of the n	new or expanded facility?	900	
D. Will the business own or l	ease the property w	here the project will be l	ocated?	
Own <u></u> Lea	se	•		
E. If the business will own th	e property, is or will	the property be encumb	ered by a mortgage?	
Yes No	✓			
Section IV: Job and Wage Info	rmation N/A			
A. Number of current emplo-	yees:	FTE		
B. How many new FTE jobs v	vill be created by thi	s project within the first	year?	
C. How many new FTE jobs w	vill be created by thi	s project within three yea	ars?	
D. What are initial average w	ages and benefits o	f the new FTE Jobs? Plea	se fill out chart below:	
Job Title Description	Ave Wase Av	g Benefit FT/PTI	Hours/week Employment Li	ncation

E. Please prov	vide information that su	upports job creation	n projections:		
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Section V: Cer	tification and Signature	25			•
Person Completing	g the Application on Be	ehalf of the Compan	y:		
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Printed Name	12016	MEAND	· · · · · · · · · · · · · · · · · · ·		
Title:	PRESIDON				
Date:	3 9/16				
Jate	——————————————————————————————————————				
Authorized Office	r of the Company:				
certify that the complete.	responses provided in	this Application to	o the best of	my knowledge a	re true, correct and
made in this appli					
Company Name:	162-172	CONOL	57 1	<u> LC</u>	
Signature:					·
Printed Name:	sterdon	SKOLER			
Title:	PRUP 1				
Date:	3/9/16	,		Commence of the Commence of th	
Sworn to before	me this		·		
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"101502431" "C22000048"17001019915934"

MB Construction

PO Box 560 Kerhonkson NY 12446 Mikeyb83091@yahoo.com (845) 853-2663

Bill To:

Eric Cafaro

Estimate

Estimate Number:

17

Estimate Date: Estimate Amount:

2016-03-07 \$12500.00

Terms:

Code#	Description	Quantity	Rate	Amount
-1 v:		1	2500.00	2500.00
•	Replace 1 window.			
2		1	3200.00	3200.00
_	Remove glass tiles and install window.			
3		1	6800.00	6800.00
	Cut opening in brick and install metal lentil			
	and 2 windows.			

Thank you for doing business with us.

Subtotal:

\$12500.00

Total:

\$12500.00

Paid:

\$0.00

Balance Due:

\$12500.00



Eric Cafaro

March 8,2016

PROPOSAL

REMOVE GLASS TILES AND INSTALL WINDOW \$3,250.00

CUT OPENING IN BRICK TO CORRECT SIZE, INSTALL METAL LENTIL AND TWO WINDOWS

\$6,835.00

REPLACE ONE WINDOW

\$2,525.00

TOTAL: \$12,610.00

WOODCHIPS CONSTRUCTION INC. 252 SINSABAUGH ROAD EMAIL: WOODCHIPS02@GMAIL.COM P: 845-744-3803 C: 845-744-6571 PINE BUSH, NY 12566

WOODCHIPSCONSTRUCTION.COM

MB Construction

P.O. Box 560* Kerhonkson, NY 12446* Phone 845-853-26648 Pay: 845-250-8747

Date: 3/30/16

Re: 162-172 Canal St. Ellenville N.Y. 12428

Please see below for description and estimate for work to be performed:

Furnish and install_

72x812 section window, tempered glass. Thermally broken aluminum flush glazed system, bronze fluish, cut through brick exterior, install steel leutil for support, finish all sides and top, bottom, cut out metal sticking out from buildind, install centered, height to match other windows of building.

47x814 section, same spees as above. Tear out glass block, install and finish

36x84 replace existing window same as above specs

Materials, labor, permit fees, and application to village...........\$12,500,00

Accepted Sta Star