APPLICATION FOR FINANCIAL ASSISTANCE

Tax-Exempt Bonds
(Not-For-Profit Applicants Only)

_____
(Applicant Name)

_____
(Date of Application)

The Orange County Funding Corporation
4 Crotty Lane, Suite 100
New Windsor, NY 12553
Tel: 845-234-4192
www.ocnyida.com
business@ocnyida.com

Updated October 13, 2026

Orange County FUNDING CORPORATION

OCFC Board

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Kelly Reilly
Director of Administration

Marty Borrás
Finance & Compliance Manager

Bleakley Platt & Schmidt, LLP
General Counsel

Hawkins Delafield & Wood, LLP Bond Counsel

THE ORANGE COUNTY
FUNDING CORPORATION

I. APPLICANT BACKGROUND INFORMATION

Applicant (If Applicant is not formed yet, complete below with information of parent/sponsor.)

Applicant Name:_____

Mailing Address of Principal Office: _____

City/Town: _____ State: _____ Zip Code: _____

Phone No.: _____ Fed Id. No.: _____

Website: _____

Organizational Structure *(attach schematic if applicant is a subsidiary or otherwise affiliated with one or more other entities)*

☐ Corporation ☐ Partnership ☐ Limited Liability Company

Date of Formation: _____
State of Formation: _____

Section 501(c)(3) organization: _____ **Yes** _____ **No**. If application for exempt status is pending, indicate date application submitted to IRS: _____

If a foreign organization, is the applicant authorized to do business in the State of New York?
_____ **Yes** _____ **No**

If the Applicant is a disregarded entity of a Section 501(c)(3) organization, complete the following:

Section 501(c)(3) Organization Name: _____

☐ Corporation ☐ Limited Liability Company

Date of Formation: _____
State of Formation: _____

Is the Applicant is related to any other organization by reason of control or common ownership?

_____ **Yes** _____ **No**

If yes, indicate name of related organization and relationship.

_____

Applicant Business Description

Describe in detail Applicant's exempt purpose, history and services provided: (attach additional sheets as needed)

_____

_____

_____

_____

Individual Completing Application:

Name: _____

Title: _____

Address:_____

City/Town: _____ State: _____ Zip Code: _____

Phone No.:_____

Email Address:_____

Applicant Contact (if different from individual completing application)

Contact Person: _____

Contact Title: _____

Contact Phone No.: _____

Contact Emai Address: _____

Applicant's Counsel

Name: _____

Firm Name: _____

Address: _____

City/Town: _____ State: _____ Zip Code: _____

Phone No.: _____

Email Address: _____

Financial Assistance Requested

☐ Tax-Exempt Bonds – Principal Amount of Bonds Requested $ _____

☐ Mortgage Recording Tax Exemption – Principal Amount of Proposed Mortgages $ _____

Is an underwriter or purchaser for the Bonds in place? ☐ **Yes or** ☐ **No**

If yes, identify underwriter or purchaser: _____

Will OCFC bonds refinance existing debt or refund existing bonds? ☐ **Yes or** ☐ **No**

If yes, please provide:

Name of lender or issuer: _____

Name of bond trustee: _____

Date of loan or date bonds issued: _____

II. PROJECT INFORMATION

A) Project Street Address:
City/ Town: _____ Zip Code: _____

Tax Map Number: _____
(Section/Block/Lot)
Located in City of _____
Located in Town of _____
Located in Village of _____
School District of _____

B) Present legal owner of the site: _____
If other than from Applicant, by what means will the site be acquired for this project?
_____

C) For new money bonds, describe in detail the project (e.g., land acquisition; demolition; construction of facility type, s.f., number of floors; renovation existing facility type, s.f., number of floors; purchase of furniture, fixtures, and equipment; site improvements, etc.):

_____
_____
_____
_____

For Project or portion thereof being refinanced, describe in detail existing site and improvements including facility type, s.f., number of floors; furniture, fixtures and equipment; etc.

_____
_____
_____

D) For new money Projects:
Anticipated Date of Construction/Renovation Commencement: _____
Anticipated Date of Completion: _____

E) Principal use of Project upon completion or refinancing:

☐ assisted living ☐ skilled nursing ☐senior independent living
☐ educational ☐ student residences/dormitories ☐ hospital
☐ other

If other, explain: _____

F) Sources and Uses of New Money Project: (If OCFC bonds will be issued solely to refinance existing debt or refund existing bonds, skip and go to G below):

Estimated Project Costs (Uses)

Purchase Price of real property to be acquired: $ _____

Development and construction/renovation costs: $ _____

Cost of FF&E to be purchased: $ _____

Estimated cost of engineering/architectural services: $ _____

Other: (describe: _____) $ _____

Total Capital Costs: $ _____

Estimated Sources of Funds for Project Costs:

Bank Financing: $ _____

Equity (excluding equity that is attributed to grants/tax credits) $ _____

Tax Exempt Bond Issuance (if applicable) $ _____

Taxable Bond Issuance (if applicable) $ _____

Public Sources (Include total of all state and federal grants and tax credits) $ _____

Identify each state and federal grant/credit:

_____ $ _____

_____ $ _____

_____ $ _____

_____ $ _____

Total Sources of Funds for Project Costs: $ _____

G) Sources and Uses of Refinancing:

Estimated Uses

Payoff/Refinance Existing Loans: $ _____

Payoff/Refund Existing Bonds: $ _____

Issuance Costs: $ _____

Other: (describe: _____) $ _____

Total Uses: $ _____

Estimated Sources

OCFC Bonds: $ _____

Equity: $ _____

Other: (describe: _____) $ _____

Total Sources: $ _____

H. Project Data

1. Project site (land)

(a) Indicate approximate size (in acres or square feet) of project site.

_____

(b) Are there buildings now on the project site? _____ Yes _____ No

(c) Indicate the present use of the project site.

_____

2. Does the project involve acquisition of an existing building or buildings?

_____ Yes _____ No

If yes, indicate number, size, and approximate age of buildings:

_____

3. Does the project consist of the construction of a new building or buildings?

_____ Yes _____ No

If yes, indicate number and size of new buildings:

_____

4. Does the Project consist of additions and/or renovations to existing buildings?

_____ Yes _____ No

If yes, indicate nature of expansion and/or renovation:

_____

5. What will the building or buildings to be acquired, constructed or expanded be used for by the Applicant? (Include description of users and services to be rendered)

_____

6. If any space in the Project is to be leased to third parties, indicate total square footage of the project amount to be leased to each tenant and proposed use by each tenant.

_____

l) Likelihood of Undertaking Project without Receiving Financial Assistance

Describe the reasons why the OCFC's financial assistance is necessary, and the effect the Project will have on the Applicant's operations. If refinancing existing debt, indicate potential savings:

Please confirm by checking the box below, if there is likelihood that the Project would not be undertaken but for the Financial Assistance provided by the OCFC?

☐ Yes or ☐ No

If the Project could be undertaken without Financial Assistance provided by the OCFC, then provide a statement in the space provided below indicating why the Project should be undertaken by the OCFC:

IV. EMPLOYMENT PLAN

Is the Project necessary to expand Applicant's employment? ☐ **Yes or** ☐ **No**

Is the Project necessary to retain existing employees: ☐ **Yes or** ☐ **No**

	Current # of jobs at proposed project location or to be relocated to project location	IF FINANCIAL ASSISTANCE IS GRANTED – project the number of FTE and PTE jobs to be RETAINED	IF FINANCIAL ASSISTANCE IS GRANTED – project the number of FTE and PTE jobs to be CREATED upon THREE Years after Project completion	Estimate number of residents of the Labor Market Area in which the Project is located that will fill the FTE and PTE jobs to be created upon THREE Years after Project Completion **
Full time (FTE)				
Part Time (PTE)				
Total				

**For purposes of this question, please estimate the number of FTE and PTE jobs that will be filled, as indicated in the third column, by residents of the Labor Market Area, in the fourth column. The Labor Market Area includes Orange County and the surrounding region (or six other contiguous counties, including Orange County, chosen at the Agency's discretion).

Salary and Fringe Benefits for Jobs to be Retained and/or Created:

Category of Jobs to be Retained and Created	Estimated Number of Jobs Per Category	Average Salary or Range of Salary	Average Fringe Benefits or Range of Fringe Benefits
Management			
Professional			
Administrative			
Production			
Independent Contractor			
Other			

III. REPRESENTATIONS BY THE APPLICANT

The Applicant understands and agrees with the OCFC as follows:

A. A liability and contract liability policy for a minimum of three million dollars will be furnished by the Applicant insuring the OCFC.

B. Annual Employment Reports: The applicant understands and agrees that, if the proposed project receives any Financial Assistance from the OCFC, the applicant agrees to file, or cause to be filed, with the OCFC, on an annual basis, reports regarding the number of people employed at the project site. The applicant will receive a request for information in the fourth quarter of each year that Financial Assistance is utilized and agrees to furnish the information by the end of January the following year.

C. Compliance with Applicable Laws: The Applicant confirms and acknowledges that the owner, occupant, or operator receiving Financial Assistance for the proposed Project is in substantial compliance with applicable local, state and federal tax, worker protection and environmental laws, rules and regulations.

D. False and Misleading Information: The Applicant confirms and acknowledges that the submission of any knowingly false or knowingly misleading information may lead to the immediate termination of any Financial Assistance and the reimbursement of an amount equal to all or part of any tax exemption claimed by reason of the OCFC's involvement the Project.

E. Absence of Conflicts of Interest: The applicant has received from the OCFC a list of the members, officers, and employees of the OCFC. No member, officers or employee of the OCFC has an interest, whether direct or indirect, in any transaction contemplated by this Application, except as hereinafter described:

F. The Applicant acknowledges and agrees that in the event the project as described within this Application is deemed a public work for purposes of Article Eight of the New York State Labor Law, then all provisions of such Article Eight shall apply. In such an event, the Applicant further acknowledges and agrees that it shall pay, or cause to be paid, to all employees, no less than the prevailing rate of wage and supplements under Article Eight of the New York State Labor Law with respect to the project as described within this Application.

G. The Applicant acknowledges that the ILDC is subject to New York State's Freedom of Information Law (FOIL). **Applicant understands that all project information and records related to this application are potentially subject to disclosure under FOIL subject to limited statutory exclusions.**

The Applicant and the individual executing this Application on behalf of Applicant acknowledge and agree that the OCFC and its counsel will rely on the representations made in this Application when acting hereon and hereby represent that the statements made herein do not contain any untrue statement of a material fact and do not omit to state a material fact necessary to make the statements contained herein not misleading.

STATE OF NEW YORK)

COUNTY OF ORANGE) ss.:

_____, being first duly sworn, deposes and says:

1. That I am the _____ (Corporate Office) of _____ (Applicant) and that I am duly authorized on behalf of the Applicant to bind the Applicant.

2. That I have read the attached Application, I know the contents thereof, and that to the best of my knowledge and belief, this Application and the contents of this Application are true, accurate and complete.

_____
(Signature of Officer)

Subscribed and affirmed to me under penalties of perjury
this ___ day of _____, 20___.

_____
(Notary Public)

This Application should be submitted to The Orange County Funding Corporation, c/o Jeffrey Crist, Chairman, 4 Crotty Lane, Suite 100, New Windsor, NY 12553.

The OCFC will collect an administrative fee at the time of closing.
SEE ATTACHED FEE SCHEDULE

Attach copies of preliminary plans or sketches of proposed construction or rehabilitation or both.

Attach the following Financial Information of the Company

1. Financial statements for two most recent fiscal years.

2. Company's annual reports for the two most recent fiscal years.

3. IRS Determination Letter.

4. In addition, please attach the financial information described above in items 1 and 2 of any expected Guarantor of the proposed bond issue, if different from the Applicant.

HOLD HARMLESS AGREEMENT

Applicant hereby releases THE ORANGE COUNTY FUNDING CORPORATION and the members, officers, servants, agents and employees thereof (the "OCFC") from, agrees that the OCFC shall not be liable for and agrees to indemnify, defend and hold the OCFC harmless from and against any and all liability arising from or expense incurred by (A) the OCFC's examination and processing of, and action pursuant to or upon, the attached Application, regardless of whether or not the Application or the Project described therein or the tax exemptions and other assistance requested therein are favorably acted upon by the OCFC, (B) the OCFC's acquisition, construction and/or installation of the Project described therein and (C) any further action taken by the OCFC with respect to the Project; including without limiting the generality of the foregoing, all causes of action and attorneys' fees and any other expenses incurred in defending any suits or actions which may arise as a result of any of the foregoing. If, for any reason, the Applicant fails to conclude or consummate necessary negotiations, or fails, within a reasonable or specified period of time, to take reasonable, proper or requested action, or withdraws, abandons, cancels or neglects the Application, or if the OCFC or the Applicant are unable to reach final agreement with respect to the Project, then, and in the event, upon presentation of an invoice itemizing the same, the Applicant shall pay to the OCFC, its agents or assigns, all costs incurred by the OCFC in processing of the Application, including attorneys' fees, if any.

_____
(Applicant Name)

By: _____

Name: _____

Title:_____

Date: _____

_____
(Notary Public)

Sworn to before me this _____ day
of _____, 20___

Cost Benefit Analysis:

To be completed/calculated by OCFC

	Costs = Financial Assistance	Benefits= Economic Development
Estimated Mortgage Tax Exemption	$_____	Expected Yearly Payroll $_____
Estimated Interest Savings IRB Issue	$_____	Private Funds Invested $_____
		Likelihood of accomplishing proposed project within three (3) years ☐ Likely or ☐ Unlikely

ORANGE COUNTY
INDUSTRIAL DEVELOPMENT AGENCY

Orange County FUNDING CORPORATION

AGENCY FEE SCHEDULE

Fee Schedule for Orange County IDA and Orange County Funding Corp. (the "Agency")

A. **Application Fees**: $5,000 total, due at time of application submission, non-refundable, paid as follows:

- **Administrative Application Fee:** $2,500 to be remitted directly to the Agency*; and*
- **Counsel Application Fee:** $2,500 to be remitted directly to the Agency's legal counsel.

B. **Project Commitment Fees**:

• **Agency Fee**: Due with fully executed Inducement Resolution. Non-refundable. Commitment Fee is 10% of the total estimated closing fee, not less than $2,500 nor more than $10,000. Paid amount is applied to Closing Fee.

• **Counsel Fee**: Due with fully executed Inducement Resolution. Non-refundable. Commitment Fee is 10% of the total estimated closing fee, not less than $2,500 nor more than $10,000. Paid amount is applied to Closing Fee.

• **Reimbursement of Expenses Fee**: In the event the project does not proceed to closing, the Agency shall be entitled to reimbursement from the Applicant for all third parties expenses incurred, including but not limited to, public hearing notice publication, transcription services, costs affiliated with procurement of public hearing venues and the costs incurred in connection with cost-benefit analysis calculations.

C. **Closing Fees**:

i. For **Sales Tax Exemption** benefit:

• **Agency Fee**: Agency fee is 10% of the Sales Tax Exemption benefit amount.

• **Counsel Fee**: Base $2,500 fee, plus .5% on the first $500,000; and .25% thereafter on the portion of the project receiving the benefit. Minimum closing fee is $2,500.

ii. For **Mortgage Recording Tax Exemption** benefit:

• **Agency Fee**: Agency fee is .1% of the value of the mortgage.

• **Counsel Fee**: Base $2,500 fee, plus .5% on the first $500,000; and .25% thereafter on the portion of the project receiving the benefit. Minimum closing fee is $2,500.

iii. For **PILOT Agreements**:

• **Agency Fee**: The Orange County Industrial Development Agency will impose a fee for all Payment In Lieu of Tax (PILOT) Agreements provided by the Agency. The fee is due upon closing and is dependent upon the project's specific industry sector, as follows:

- **Priority Industry Sector**: Fee is 1% of the first $2,000,000 of the total project costs (including land acquisition costs), plus .5% of the amount above that.
- **Manufacturing Sector**: Fee is 1% of the first $2,000,000 of the total project costs, plus .5% of the amount above that.
- **Workforce Housing**: Fee is 1% of the first $2,000,000 of the total project costs, plus .5% of the amount above that.
- **Hotel/Hospitality Sector**: Fee is 1% of the total project costs.
- **Warehouse/Distribution Sector**: Fee is 1% of the total project costs.
- **Retail Sector:** Fee is 2% of the first $2,000,000 of the total project costs, plus 1% of the amount above that.

• **Counsel Fee**: Base $2,500 fee, plus .5% on the first $500,000; and .25% thereafter on the portion of the project receiving the benefit. Minimum closing fee is $2,500.

iv. For **Bond Transactions**:

Closing fees for bond transactions are based on the principal amount of the bonds issued, as follows:

For **Tax-Exempt Bonds**:

- The first $10 million of principal amount: 1% of total bond value;
- The next $10 million – $25 million: .5% of bond value;
- Remaining principal amount above $35 million: .25% of bond value.

For **Taxable Bonds**:

- The fee is .5% of the principal amount of the bonds.

For **Refinancing Bonds**:

- The fee is .5% of the principal amount of the bonds to be refinanced.

Please note that the minimum fee for a Bonds transaction is $10,000.

Statutory Mandated Bond Issuance Charge (BIC)

Pursuant to Section 51 of Chapter 56 of the Laws of 2024 Under State law, there is a statutory fee required for all bonds issued by the Agency, which is payable to the New York State Department of Taxation and Finance. Note: This charge is only applicable to bonds issued by the Orange County IDA. The BIC charge is calculated as a percentage of the Principal Amount of Bonds Issued at the following rates:

- $20,000,000 or less: BIC charge is 0%.
- More than $20,000,000: BIC charge is .35%.

Counsel Fees: There will be a bond counsel fee based on the standard hourly billing rates of the Bond Counsel providing services, plus disbursements. Bond Counsel will provide monthly statements, if requested. Payment of fees and disbursements will be due at closing or upon abandonment of the financing.

With respect to each element of the Closing Fees set forth above, the portion of the Agency Fee applicable to the applicable element or elements shall be due upon execution and delivery of the documentation creating the applicable benefit.

If at any time the Project costs change prior to the Final Resolution, please inform management immediately for closing fee recalculation purposes.

Please initial stating you understand the foregoing, have provided accurate project costs, and consent to the estimated closing fee provided above ____

D. **ANNUAL COMPLIANCE FEE**

An Annual Compliance Fee in the amount of $750 will be charged to all active projects of the Agency.

Annual compliance requirements include: Proof of insurance; proof of PILOT payments; copy of ST340 sales tax exemption form; status of job creation and retention; and, any additional data that may be required by the New York State Comptroller. The first payment of the compliance

fee will be due at closing; for succeeding years, **February 20th** will be the due date.

The annual compliance fee does not include fees that the Applicant may be required to pay to an independent third-party auditor for monitoring compliance with Prevailing Wage Requirements or Local Labor Requirements, whichever is applicable.

The Agency reserves the right to adjust the Annual Compliance Fee from time to time.

E. **LOCAL LABOR MONITORING FEES**

The Agency will retain an independent third party to review compliance by the Applicant with the Prevailing Wage Requirements or the Local Labor Requirements, whichever is applicable. The Applicant shall be responsible for the fees and expenses of such independent third-party relating to the foregoing monitoring responsibilities.

The Agency employs a third-party firm, or firms, to monitor compliance with our Local Labor Policy (attached hereto). The total anticipated labor monitoring fees, borne entirely by the applicant, are assessed up-front, upon the closing of your OCIDA transaction. However, if Project delays occur or if extra monitoring is required, additional fees may be assessed. These fees will be deposited into a non-interest-bearing escrow account and will fund the ongoing audit of Local Labor Policy compliance throughout construction of the Project.

Any unused funds on deposit with the Agency will be returned to the applicant upon Project completion. Additional information relating to this monitoring program may be obtained upon request from the Agency.

The total anticipated monitoring fees are based on total project costs:

- Less than $5 million: $5,000.
- Greater than $5 million, less than $15 million: $10,000.
- Greater than $15, less than $25 million: $20,000.
- Greater than $25 million, less than $50 million: $30,000.
- Greater than $50 million, less than $100 million: $45,000.
- Greater than $100 million, less than $500 million: $55,000.
- Greater than $500 million: To be determined by the Agency.

- **Agency Administrative Fee:** 2% of the total anticipated Local Labor monitoring fees.

F. **OTHER TRANSACTION FEES**

- Amendments, Assignments and other transactions: $1,500.00

- Project Termination Fee: $1,000.00

- Submitting Annual Compliance Data *after* February 20th: $2,500.00

This Agency Fee Schedule is the standard used when calculating all Project fees. These fees are not open for negotiation.

Please initial stating you understand and consent to the above _____

COMPLETENESS OF APPLICATIONS

An application must be deemed complete by the Agency before the Agency will take any action with respect to the proposed project and financial assistance being requested.

In order to be complete, an Application must include the following upon submission:

1. Signed and notarized Application.

2. Signed acknowledgment of having read and agreed to the Agency's Local Construction Labor Policy.

3. Completed Environmental Assessment Form.

4. Check or other form of payment of Agency Application Fee in the amount of $2,500.00.

The sufficiency of the information included in the Application shall be determined in the sole discretion of the Agency, and upon a request by the Agency for further information, the Application will not be deemed complete until such time as the requested information has been provided to the Agency.

***Please Make Agency Fee Checks Payable to*:** **Orange County Funding Corp.**
4 Crotty Lane, Suite 100
New Windsor, NY 12553

Counsel Fee Checks Payable to: **Hawkins Delafield & Wood, LLP**
20 Church Street, Suite 700
Hartford, CT 06103

EXHIBIT "C"

LABOR POLICY
ORANGE COUNTY INDUSTRIAL DEVELOPMENT AGENCY / ORANGE COUNTY FUNDING CORPORATION
Adopted 08-06-25

The Orange County Industrial Development Agency (IDA) was established for the purpose of creating employment opportunities for, and to promote the general prosperity and economic welfare of the residents of Orange County. The IDA offers economic incentives and benefits to qualified applicants who wish to locate or expand their businesses or facilities in Orange County. When the IDA approves a project, it enters into agreements to extend these incentives and benefits to the applicant.

Construction jobs, though limited in time duration, are vital to the overall employment opportunities and economic growth in Orange County. The IDA believes that companies benefiting from its incentive programs should employ local laborers, mechanics, craft persons, journey workers, equipment operators, truck drivers and apprentices (hereinafter" construction workers"), including those who have returned from military service, during the construction phase of projects. In this way, the IDA can generate significant benefits to advance the County's general prosperity. It is, therefore, the policy of the IDA that firms benefiting from its programs shall employ workers from Orange County and the "local labor" market during all project phases, including the construction phase.

For the purpose of this policy, the "local labor" market for construction workers shall be defined as those individuals living in Orange, Ulster, Sullivan, Dutchess, Putnam, Rockland, Westchester, and Delaware Counties. Applicants receiving IDA benefits shall ensure the contractor/ developer hire at least 85% from the "local labor" market for their approved projects. The 85% shall be borne by each primary contractor, and in total at the time of completion of the project. The contractor/developer is mandated to keep daily log sheets of all field workers, commencing on the date of application. Any work performed after application shall be included in the determination of overall compliance with the 85% hiring requirements of this policy. A third-party auditing firm will be engaged to monitor construction work commencing on the date benefits are granted by resolution of the IDA Board.

However, the IDA recognizes that the use of local labor may not be possible for the following reasons and the applicant may request an exemption on a particular contract or trade scope for the following reasons:

1. Warranty issues related to installation of specialized equipment whereby the manufacturer requires installation by only approved installers;

2. Specialized construction is required, and no local contractors or local construction workers have the required skills, certifications or training to perform the work;

3. Cost Differentials:
   a. For projects whose project cost exceeds $15M, significant cost differentials in bid prices whereby the use of local labor and materials significantly increases the sub contract or contract of a particular trade or work scope by at least 20%. Every reasonable effort should be made by the applicant and or the applicant's contractor to get below the 20% cost differential including, but not limited to, communicating and meeting with local construction trade organizations, such as the Hudson Valley Building and Construction Trades Council and other local Contractor Associations;
   b. For projects whose project cost is less than $15M, significant cost differentials in bid prices whereby the use of local labor and materials significantly increases the sub contract or contract of a particular trade or work scope by 10% or more. Every reasonable effort should be made by the applicant and or the applicant's contractor to get below the 10% cost differential including, but not limited to, communicating and meeting with local construction trade organizations, such as the Hudson Valley Building and Construction Trades Council and other local Contractor Associations;

4. No labor is available for the project; and

5. The contractor requires key or core persons such as supervisors, foreman or "construction workers" having special skills that are not available in the "local labor" market.

The request to secure an exemption for the use of non-local labor must be received from the applicant on the exemption form provided by the IDA or the 3rd party monitor and received in advance of work commencing. The request will be reviewed by the 3rd party monitor and forwarded to the IDA, at which time the IDA's Audit Committee shall have the authority to approve or disapprove the exemption. The 3rd party monitor shall report each authorized exemption to the Board of Directors at its monthly meeting.

It is the goal of the County of Orange and the IDA to promote the use of local veterans on projects receiving IDA benefits. By partnering with local contractors, local contractor groups, local trade unions and contractors awarded work on IDA projects, there are opportunities for veterans to gain both short term and long term careers in the construction industry.

Once approved for IDA benefits, all applicants will be required to provide to IDA staff the following information:

1. Description of the nature of construction jobs created by the project, including in as much detail as possible, the number, type and duration of construction positions;
2. The names, contact information, certificate of authorization to do business in the State of New York and copies of current Certificates of NYS Workers' Compensation Insurance, NYS Disability Insurance, General Liability Insurance and proof of current OSHA training certification from all contractors' employees performing work on the site; and
3. A Construction Completion Report listing the names and business locations of prime contractors, subcontractors and vendors who have been engaged in the construction phase of the project.

All Orange County IDA projects are subject to local monitoring by the IDA and any 3rd party monitor. The applicant and/or the Construction Manager or General Contractor acting as agent for the applicant on the project, shall keep a log book on site detailing the number of workers, hours worked and counties and states in which they reside. Proof of residency or copy of drivers' license shall be included in the log book, along with evidence of necessary OSHA certifications. Reports will be on forms provided by the IDA or weekly payroll reports which contain the same information as required on the IDA issued form. The applicant and contractors are subject to periodic inspection or monitoring by the IDA or 3rd party monitor.

The 3rd party monitor shall issue a report to the IDA staff immediately when an applicant or applicant's contractor is not in compliance with this labor policy. IDA staff shall advise the Audit Committee and/or IDA Board of non-compliance by email or at the next scheduled meeting. If a violation of policy has occurred, IDA staff shall notify the applicant and contractor in writing of non-compliance and give applicant a warning of violation and 72 hours in which to correct such violation. Upon evidence of continued non-compliance or additional violations, the IDA and/or its 3rd party monitor shall notify the applicant that the project is in violation of the Orange County IDA Labor Policy and is subject to IDA Board action which may result in the revocation, termination and/or recapture of any or all benefits conferred by the IDA.

The IDA will use a third party firm or firms to monitor and audit compliance with this local labor policy, the cost of which shall be paid for by the Company in advance of the audits and held in a non-interest bearing escrow account until audits are complete.

The applicant of an IDA approved project shall be required to maintain a 4' X 8' bulletin board on the project site containing the following information:

1. Contact information of the applicant;
2. Summary of the IDA benefits received;
3. Contractor's names and contact information on IDA provided form;
4. Copies of proof of exemption from labor policy;
5. Copies of any warnings or violations of policy;
6. Copy of the Executed Labor Policy.

The bulletin board shall be located in an area that is accessible to onsite workers and visitors, which should be clear and legible at least 10 feet from said board.

The applicant has read the OCIDA Labor Policy and agrees to adhere to it without changes and shall require its construction manager, general contractor and sub-contractors who are not exempt to acknowledge the same. The Applicant understands and agrees that it is responsible for all third-party auditing and monitoring costs.

Applicant Signature	Signature of CM, GC or SC
Company Name	Company Name
Print Name of above signer	Print Name of above signer
Email/phone of Applicant	Email/phone of CM/GC/SC
Date	Date