



Empowering Businesses. Inspiring Growth.

***** AMENDED *****

APPLICATION FOR FINANCIAL ASSISTANCE

Scannell Properties #600, LLC and Amazon.com Services LLC, collectively as the Company or Applicant as used herein (See Attachment A, B, D, E, F, G, H, and I for information specific to co-applicant Amazon.com Services LLC as so referenced below)

(Applicant Name)

February 3, 2023

(Date of Application)

** This application amends the Application for Financial Assistance originally submitted by Scannell Properties #600, LLC, on or about November 8, 2022, by adding co-applicant Amazon.com Services, LLC and by revising/updating project expenditure and investment estimates.

Orange County IDA
4 Crotty Lane, Suite 100
New Windsor, NY 12553
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business@ocnyida.com

Updated Sept. 6, 2022



Empowering Businesses. Inspiring Growth.

APPLICATION FOR FINANCIAL ASSISTANCE

I. APPLICANT INFORMATION

A) APPLICANT

Company Name: Scannell Properties #600, LLC and Amazon.com Services LLC
** See Attachment A for Amazon.com Services LLC Co-Applicant information

Mailing Address: 8801 River Crossing Blvd., Suite 300 Indianapolis, IN 46240

Phone No.: (317) 843-5959

Fax No.: N/A

Fed Id. No.: 87-4410302

Contact Person: Matt Boone

Title: Senior Project Manager

Contact Phone No.: (317) 218-1643

Contact Email: mattb@scannellproperties.com

IDA Management must be able to reach the Applicant's Contact throughout the duration of the Agreement. Should this information change at any time IDA Management should be notified Immediately. Please initial stating you understand and consent to the above MP

B) INDIVIDUAL COMPLETING APPLICATION

Name: Matt Boone

Company Name: Scannell Properties #600, LLC

Title: Senior Development Manager

Address: 8801 River Crossing Blvd., Suite 300 Indianapolis, IN 46240

Phone No.: (317) 218-1643 Fax No: N/A

Email: mattb@scannellproperties.com

C) APPLICANT'S COUNSEL

Whiteman Osterman & Hanna LLP

Name: ** See Attachment A for Co-Applicant Amazon.com Services LLC counsel contact information

Address: One Commerce Plaza, Albany, NY 12260

Phone No. (518)487-7600

Fax No.: (518)487-7777

Email: RmcLaughlin@woh.com; deverett@woh.com

IDA Management must be able to reach the Applicant's Counsel throughout the duration of the Agreement. Should this information change at any time IDA Management should be notified immediately. Please initial stating you understand and consent to the above NCP

D) APPLICANT'S AUDIT CONTACT

Jed Owen

Name: **See Attachment A for Co-Applicant Amazon.com Services LLC Audit contact

Address: 8801 River Crossing Blvd., Suite 300 Indianapolis, IN 46240

Phone No.: (317) 218-1643

Fax No.: N/A

Contact Email: jed@scannellproperties.com

The IDA is legally required to submit an annual PARIS report to the state that requires information from each project. Applicant participation is **NOT OPTIONAL**. **ALL INFORMATION** must be submitted in a **COMPLETE** and **TIMELY** manner. Failure to comply with this request **WILL RESULT** in a **LOSS/RECAPTURE** of **ALL OR SOME** of your benefits. Please initial stating you understand and consent to the above NCP

E) APPLICANT'S GENERAL CONTRACTOR/CONSTRUCTION MANAGER

Name/Contact: TBD

Address: _____

Phone No.: _____

Fax No.: _____

Email: _____

F) Principal Owners/Officers/Directors (list owners with 15% or more in equity holdings with percentage ownership):

Name	Office Held	% of Ownership	% of Voting Rights
RJST Partners, L.P.	N/A	25.129	25.120
Scannell Development (Cont.)			
Company III, Inc.	N/A	50.167	60.167

**Please attach chart if space provided is not sufficient.

** See Attachment A for Amazon.com Services LLC Co-Applicant information

G) Corporate Structure (attach schematic if applicant is a subsidiary or otherwise affiliated with another entity)

Form of Entity

☐ Corporation

Date of Incorporation: _____

State of Incorporation: _____

☐ Partnership

General _____ or Limited _____

Number of general partners _____

If applicable, number of limited partners _____

Date of formation _____

Jurisdiction of Formation _____

☒ Limited Liability Company/Partnership (number of members 7)

Date of organization: October 26, 2021

State of Organization: Delaware

☐ Sole Proprietorship

H) If a foreign organization, is the applicant authorized to do business in the State of New York?

☒ Yes or ☐ No

If no, please explain below:

**Please attach narrative if space provided is not sufficient.

I) If any of the above persons, or a group of them, owns more than a 50% interest in the company, list all other organizations which are related to the company by such persons having more than a 50% interest in such organizations.

Scannell Properties #600, LLC consists of seven (7) members as follows:

- (1) RJST Partners, L.P., an Indiana limited partnership (25.12%)
- (2) Scannell Development Company III, Inc., an Indiana corporation (50.1672%)
- (3) Timothy W. Elam Revocable Trust dated February 26, 2019 (4.2107%)
- (4) Saveau III, LLC, an Indiana limited liability company (5.0000%)
- (5) Scannell Development Company II, Inc., an Indiana corporation (4.0000%)
- (6) Joel J. Scannell, Individually (4.5000%)
- (7) Jill C. Marcotte, Individually, (7.0000%)

**Please attach chart if space provided is not sufficient.

J) Is the company related to any other organization by reason of more than 50% common ownership? If so, indicate name of related organization and relationship.

See Above

**Please attach narrative if space provided is not sufficient.

K) Has the Applicant or any of its affiliated organizations ever received OCIDA benefits? ☐ Yes or ☒ No

If yes, please describe the assisted project below:

**Please attach narrative if space provided is not sufficient.

L) Legal Questions:

** See Attachment A for Amazon.com Services LLC Co-Applicant Information

1. Is the Company presently the subject of any litigation, or is any litigation threatened, which would have a material adverse effect on the Company's financial condition?

☐ Yes or ☒ No

2. Has the company or any of its affiliates ever been involved in bankruptcy, a creditor's rights or receivership proceeding, or sought protection from creditors?

☐ Yes or ☒ No

3. Has the Company ever settled a debt with a lending institution for less than the full amount outstanding?

☐ Yes or ☒ No

4. Has any senior manager or principal of the Company ever been convicted of any felony or misdemeanor, other than a minor traffic violation, or are any such charges pending?

☐ Yes or ☒ No

5. Has the Company or any of its affiliates, been cited for a violation of federal, State or local laws or regulations with respect to labor practices, hazardous wastes, environmental pollution or operating practices?

☐ Yes or ☒ No

6. Are there any outstanding judgments or liens pending against the Company other than liens in the normal course of business?

☐ Yes or ☒ No

7. Is the Company delinquent on any New York State, federal or local tax obligations?

☐ Yes or ☒ No

If your answer is "YES" for any of the above questions, please provide an explanation:

**Please attach narrative if space provided is not sufficient.

M) Has the company (or any related corporation or person) made a public offering or private placement of its stock within the last year? ☐ Yes or ☒ No

If yes, please attach offering statement used.

N) Brief description of Company History (formation, growth, transitions, location):

Applicant is a special purpose entity formed for purposes of acquiring, developing and leasing the Project. Applicant is an affiliate of Scannell Properties, which is a multi-national private real estate developer focusing on commercial and industrial build-to-suit and speculative projects. Scannell Properties was founded in 1990, is headquartered in Indianapolis, Indiana and has 13 regional offices across the U.S., Canada and Europe. Scannell has successfully completed hundreds of projects for national and global companies, including FedEx, Best Buy, GE, Nestle and General Mills, including in New York the following: FedEx Ground (Newburgh, Henrietta, Plattsburgh, Binghamton, Syracuse, East L.Greenbush, Saint Gobain (Albion, American Tire Distributor (Albany), Price Rite(Syracuse)

** See Attachment A for Amazon.com Services LLC Co-Applicant Information

**Please attach narrative if space provided is not sufficient.

Estimated % of sales within the County:

TBD

Estimated % of sales outside the County but within NYS:

TBD

Estimated % of sales outside NYS but within the U.S.:

TBD

Estimated % of sales outside the U.S.:

TBD

P) Sales and income projection or a project pro forma for proposed project for the next 3 to 5 years.

N/A

**Please attach chart if space provided is not sufficient

O) Is the applicant (Company) party in compliance with local, state, and federal taxes, workers' protection, and environmental laws? ☒ Yes or ☐ No

If no, please describe below:

**Please attach narrative if space provided is not sufficient

FINANCIAL INFORMATION OF THE COMPANY

A. For existing businesses:

- The Applicant must submit three (3) years of accountant prepared financial statements.
- The Applicant must submit a current Certificate of Good Standing from the Department of State for the business. **** Note Amazon.com Services LLC is a wholly-owned subsidiary of Amazon.com Inc., a publicly traded company. Amazon.com Inc. lists Amazon.com Services LLC as a "significant subsidiary" in its annual 10-K filing with the SEC. See 10-K link below. See Attachment B for Certificate of Good Standing.**

B. For new businesses:

- The Applicant must submit three (3) years of personal tax returns for the owner(s).
- The Applicant must submit three (3) years of tax returns for the related businesses as well as Certificates of Good Standing from the Department of State.

Scannell Properties #600, LLC is a special purpose entity formed for purposes of developing, constructing and leasing the subject property. It does not have separate financials and has had no taxable activity since its formation in October 2021. Enclosed please find certificates of good standing from Delaware and New York. See Attachment C for Certificates of Good Standing.

The requested Financial Information of the Company is to be kept confidential and is not subject to the Freedom of Information Law (FOIL).

II. PROJECT INFORMATION

- A) Project Address: 22 McBride Road
- Tax Map Number 15-1-63.21; 11-1-34.34 and Portions of 11-1-34.1; 11-1-41; 11-1-34.31; 11-1-34.32 and 11-1-34.33
(Section/Block/Lot)
- Located in City of _____
- Located in Town of Wawayanda
- Located in Village of Slate Hill
- School District of Minisink Valley Central SD
- B) Are utilities on site?
- Water No Electric Yes
- Gas Yes Sanitary/Storm Sewer No
- C) Present legal owner of the site _____
If other than from applicant, by what means will the site be acquired for this project?
Applicant is contract purchaser under a contract of sale.
- D) Zoning of Project Site: Current: MC-1 Proposed: MC-1
- E) Are any variances needed? No

F) Furnish a copy of any environmental application presently in process of completion concerning this project, providing name and address of the agency, and copy all pending or completed documentation and determinations.

To be provided electronically

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

To be provided electronically

H) Statement describing project (i.e. land acquisition, construction of manufacturing facility, etc.):

The development, construction, and operation of an approximately 925,000± square foot distribution center (including office space), together with related site improvements, on approximately 100 acres of land. The proposed facility will specialize in the distribution and delivery of large, heavy or bulky customer orders. In addition to the warehouse, site improvements include: stormwater controls, utility improvements (water, sewer, pumpstation, electric, gas, etc.), car parking spaces, trailer/truck storage spaces, loading docks, dark-sky compliant lighting, sound barrier walls and landscaping. The proposed site is a former commercial mine located at 22 McBride Road and Hoops Road in the Town of Wawayanda.

**Please attach narrative if space provided is not sufficient.

I) Statement describing the impact of incentives on this project, should they be granted:

The cost reduction aspects (mortgage recording tax and sales tax exemptions) of the IDA policy are essential in leveling the economics for a project of this nature when considering comparable location in neighboring states such as NJ, CT, PA, and MA. These initial and ongoing savings are directly passed through to the prospective future occupant and are critical in the establishment of the operation at the site.

**Please attach narrative if space provided is not sufficient.

J) Statement describing the economic benefit to the surrounding community resulting from this project:

The proposed project is estimated to provide a substantial positive recurring benefit to the Town, Minisink Valley Central School District, State Hill Fire District, Highway Fund and Orange County through real property tax revenues. The project will result in the creation of 150 jobs that offer competitive wages and benefits for the host community and the region. In addition to a significant increase in the Town's private sector employment opportunities, there will be indirect jobs to be created in the local area through business-to business supply chain opportunities and new employees spending a portion of their wages locally creating indirect and induced job creation, sales tax revenues, and earnings.

**Please attach narrative if space provided is not sufficient.

K) Anticipated Date of Operation: Q3 2024 - Q2 2025

L) Principal use of project upon completion:

- | | | | |
|--|---|-----------------------------------|--------------------------------------|
| <input type="checkbox"/> manufacturing | <input checked="" type="checkbox"/> warehousing | <input type="checkbox"/> research | <input type="checkbox"/> offices |
| <input type="checkbox"/> industrial | <input type="checkbox"/> recreation | <input type="checkbox"/> retail | <input type="checkbox"/> residential |
| <input type="checkbox"/> training | <input type="checkbox"/> data process | <input type="checkbox"/> other | |

If other, explain: _____

M) NAICS Code: 454110

* The figures below are for Scannell Properties #600, LLC

** See Attachment A for Co-Applicant Amazon.com Services LLC Project Costs and Sources of Funds

N) Estimated Project Costs, including:

Value of property to be acquired: \$ 27,780,000

Value of improvements: \$ 148,921,091

Value of equipment to be purchased: \$ 0

Estimated cost of engineering/architectural services: \$ 2,700,000

Other: \$ 25,000,000 (soft costs)

Total Capital Costs: \$ 204,401,091

Project refinancing; estimated amount
(for refinancing of existing debt only) \$ _____

Sources of Funds for Project Costs:

Bank Financing: \$ 153,300,818

Equity (excluding equity that is attributed to grants/tax credits) \$ 51,100,273

Tax Exempt Bond Issuance (if applicable) \$ N/A

Taxable Bond Issuance (if applicable) \$ N/A

Public Sources (Include sum total of all state and federal grants and tax credits) \$ N/A

Identify each state and federal grant/credit:

N/A	\$	_____
_____	\$	_____
_____	\$	_____
_____	\$	_____
Total Sources of Funds for Project Costs:	\$	_____

O) Inter-Municipal Move Determination

Will the project result in the removal of a plant or facility of the applicant from one area of the State of New York to another?

☐ Yes or ☒ No

Will the project result in the removal of a plant or facility of another proposed occupant of the project from one area of the State of New York to another area of the State of New York?

☐ Yes or ☒ No

Will the project result in the abandonment of one or more plants or facilities located in the State of New York?

☐ Yes or ☒ No

If Yes to any of the questions above, explain how, notwithstanding the aforementioned closing or activity reduction, the Agency's Financial Assistance is required to prevent the Project from relocating out of the State, or is reasonably necessary to preserve the Project occupant's competitive position in its respective industry:

Project Data

1. Project site (land)

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

Proposed new 925,000± square foot on 100± acres of land

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

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

Former commercial sand and gravel mine

(d) Indicate relationship to present user of project.

Scannell Properties #600, LLC is a contract vendee

2. Does the project involve acquisition of an existing building or buildings?
If yes, indicate number, size and approximate age of buildings:

No

3. Does the project consist of the construction of a new building or buildings?
If yes, indicate number and size of new buildings:

Proposed new 925,000+/- square foot distribution center

4. Does the project consist of additions and/or renovations to existing buildings?
If yes, indicate nature of expansion and/or renovation:

No

5. Estimated Start Date of Construction: Q2 2023

6. Estimated End Date of Construction: Q3 2024 - Q2 2025

7. What will the building or buildings to be acquired, constructed or expanded be used for by the company?
(Include description of products to be manufactured, assembled or processed, and services to be rendered...

Warehouse/distribution center for large, heavy bulky customer order, deminimum office space

...including the percentage of building(s) to be used for office space and an estimate of the percentage of the functions to be performed at such office not related to the day-to-day operations of the facilities being financed.)

TBD

8. 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.

100% of the Project will be leased to Amazon.com Services LLC

9. List principal items or categories of equipment to be acquired as part of the project.

Material handling equipment, conveyance and racking, Powered Industrial Trucks (PIT) machines

10. Has construction work on this project begun? ☐ Yes or ☒ No

Complete the following

(a) site clearance	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	% complete
(b) foundation	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	% complete
(c) footings	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	% complete
(d) steel	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	% complete
(e) masonry work	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	% complete
(f) other (describe below)	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	% complete

III. FINANCIAL ASSISTANCE REQUESTED

A) Benefits Requested:

- ☒ Sales Tax Exemption ☐ Tax-Exempt/ Taxable Revenue Bond
☒ Mortgage Recording Tax Exemption ☐ Real Property Tax Agreement

B.) Value of Incentives:

IDA PILOT Benefit: Agency staff will indicate the amount of PILOT Benefit based on estimated Project Costs as contained herein and anticipated tax rates and assessed valuation, including the annual PILOT Benefit abatement amount for each year of the PILOT benefit year and the sum total of PILOT Benefit abatement amount for the term of the PILOT as depicted under the heading "Real Property Tax Benefit (Detailed)" of the Application.

Sales and Use Tax:

The estimate below is for Scannell Properties #600, LLC. See Attachment A for Amazon.com Services LLC estimated value of sale tax exemption for fixtures and equipment

Estimated value of Sales Tax exemption for facility construction:

\$ 92,143,483 X .08125 = \$ 7,486,658

(Amount of Project Cost Subject to Tax X Sales Tax Rate = Total)

Estimated Sales Tax exemption for fixtures and equipment:

\$ 0 X .08125 = \$ 0

(Amount of Project Cost Subject to Tax X Sales Tax Rate = Total)

Estimated duration of Sales Tax exemption: Q2 2023 - Q2 2025

***Should coincide with construction timeline.*

Mortgage Recording Tax Exemption Benefit:

Estimated value of Mortgage: \$ 153,300,818

Estimated value of Mortgage Recording Tax exemption:

\$ 153,300,818 X .0075 = \$ 1,149,756

(Projected Amount of Mortgage X Mortgage Recording Tax = Total)

Tax-Exempt/ Taxable Revenue Bond Benefit:

☐ Amount of Bonds, if requested: \$ N/A

Is a purchaser for the Bonds in place?

☐ Yes or ☐ No

Percentage of Project Costs financed from Public Sector sources:

Agency staff will calculate the percentage of Project Costs financed from Public Sector sources based upon Sources of Funds for Project Costs as depicted above under the heading "Estimated Project Costs" (Section II(I)) of the Application.

C.) Likelihood of Undertaking Project without Receiving Financial Assistance

Please confirm by checking the box below, will this project move forward without the requested incentives?

☐ Yes or ☒ No

If the Project will be undertaken without Financial Assistance provided by the Agency, then provide a statement in the space provided below indicating why the Project should be given economic incentives by the Agency:

IV. EMPLOYMENT PLAN

A) Current Employee Headcount:

	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)	0	0	150	150
Part Time (PTE)	0	0		
Total	0	0	150	

Full-time Employee Definition: (i) a full-time, permanent, private-sector employee on the Company's payroll, who has worked at the Project Location for a minimum of 35 hours per week for more than six months of a year and who is entitled to receive the usual and customary fringe benefits extended by Recipient to other employees with comparable rank and duties; or (ii) two part-time, permanent, private sector employees on Recipient's payroll, who have worked at the Project Location for a combined minimum of 35 hours per week for more than six months of a year and who are entitled to receive the usual and customary fringe benefits extended by Recipient to other employees with comparable rank and duties.

**For the 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).

B) Salary and Fringe Benefits for Jobs to be Created:

Category of Jobs to be Created	Number of Jobs Year 1	Number of Jobs Year 2	Number of Jobs Year 3	Average Salary or Salary Range	Average Fringe Benefit or Range of Fringe Benefits
Management	5	10	15	\$60,000	20-30%
Professional	0	0	0	0	0
Administrative	0	0	0	0	0
Sales	0	0	0	0	0
Production/ Manufacturing	35	100	135	\$31,200	20-30%
Independent Contractor	0	0	0	0	0
Other (specify)	0	0	0	0	0

If there is a salary range larger than \$20,000 in a category above, please provide additional breakdown information below:

N/A

**Please attach breakdown if space provided is not sufficient.

C) Salary and Fringe Benefits for Jobs to be Retained:

Category of Jobs to be Retained	Current Number of Jobs	Average Salary or Salary Range	Average Fringe Benefit or Range of Fringe Benefits
Management	0		
Professional	0		
Administrative	0		
Sales	0		
Production/ Manufacturing	0		
Independent Contractor	0		
Other (specify)	0		

If there is a salary range larger than \$20,000 in a category above please provide additional breakdown information below:

N/A

**Please attach breakdown if space provided is not sufficient.

D) Please attach a projected hiring plan if conducted on a monthly time frame and not conducted on an annual basis as broken down in the charts above.

E) Describe the benefits or benefits package offered to employees:

See Attachment A

**Please attach narrative if space provided is not sufficient.

F) Describe internal training and advancement opportunities offered to employees:

See Attachment A

**Please attach narrative if space provided is not sufficient.

V. REPRESENTATIONS BY THE APPLICANT

The Applicant understands and agrees with the Agency as follows:

**** See Attachment D for Representations by Amazon.com Services, LLC**

- A. Job Listings In accordance with Section 858-b(2) of the New York General Municipal Law, the applicant understands and agrees that, if the proposed project receives any Financial Assistance from the Agency, except as otherwise provided by collective bargaining agreements, new employment opportunities created as a result of the proposed project must be listed with the New York State Department of Labor Community Services Division (the "DOL") and with the administrative entity (collectively with the DOL, the "JTPA Entitle") of the service delivery area created by the federal job training partnership act (PublicLaw 97-300) ("JTPA") in which the project is located.
- B. First Consideration for Employment In accordance with Section 858-b(2) of the General Municipal Law, the applicant understands and agrees that, if the proposed project receives any Financial Assistance from the Agency, except as otherwise provided by collective bargaining agreements, where practicable, the applicant must first consider persons eligible to participate in JTPA programs who shall be referred by the JTPA Entities for new employment opportunities created as a result of the proposed project.
- C. A liability and contract liability policy for a minimum of three million dollars will be furnished by the Applicant insuring the Agency.
- D. Annual Sales Tax Fillings In accordance with Section 874(8) of the General Municipal Law, the Applicant understands and agrees that, if the proposed project receives any sales tax exemptions as part of the Financial Assistance from the Agency, in accordance with Section 874(8) of the General Municipal Law, the applicant agrees to file, or cause to be filed, with the New York State Department of Taxation and Finance, the annual form prescribed by the Department of Taxation and Finance, describing the value of all sales tax exemptions claimed by the applicant and all consultants or subcontractors retained by the Applicant.
- E. Annual Employment Reports: The applicant understands and agrees that, if the proposed project receives any Financial Assistance from the Agency, the applicant agrees to file, or cause to be filed, with the Agency, 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 return the information by the end of January the following year.
- F. Compliance with N.Y. GML Sec. 862(1): Applicant understands and agrees that the provisions of Section 862(1) of the New York General Municipal Law, as provided below, will not be violated if Financial Assistance is provided for the proposed Project:

§ 862. Restrictions on funds of the agency. (1) No funds of the agency shall be used in respect of any project if the completion thereof would result in the removal of an industrial or manufacturing plant of the project occupant from one area of the state to another area of the state or in the abandonment of one or more plants or facilities of the project occupant located within the state, provided, however, that neither restriction shall apply if the agency shall determine on the basis of the application before it that the project is reasonably necessary to discourage the project occupant from removing such other plant or facility to a location outside the state or is reasonably necessary to preserve the competitive position of the project occupant in its respective industry.
- G. 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.
- H. 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 Agency's involvement the Project.

- I. Recapture: Should the Applicant not expend, hire as presented, or violates Sales Tax Exemption regulations, the Agency may view such information/status as failing to meet the established standards of economic performance. In such events, some or all of the benefits taken by the Applicant will be subject to recapture.
- J. Rescission of Benefits Conferred: Applicant understands and agrees that in the event that (a) the Applicant does not proceed to final Agency approval within six (6) months of the date the Agency adopts its initial approval resolution and/or (b) close with the Agency on the requested financial assistance within twelve (12) months of the date the Agency adopts its initial resolution, the Agency reserves its right to rescind and cancel all prior approvals. In the event the Agency rescinds its approvals and the Applicant re-applies to the Agency, the Applicant understands and agrees that its re-application will be subject to any and all changes in law, Agency policies or fees imposed by the Agency that are in effect as of the date of re-application.
- K. Absence of Conflicts of Interest: The applicant has received from the Agency a list of the members, officers, and employees of the Agency. No member, officers or employee of the Agency has an interest, whether direct or indirect, in any transaction contemplated by this Application, except as hereinafter described:
- L. Freedom of Information Law (FOIL): The applicant acknowledges that the OCIDA is subject to New York State's Freedom of Information Law (FOIL). Applicants understand 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 that the Agency and its counsel will rely on the representations made in this Application when acting hereon and hereby represents 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~~ INDIANA)
COUNTY OF ~~ORANGE~~ MARION) ss.:

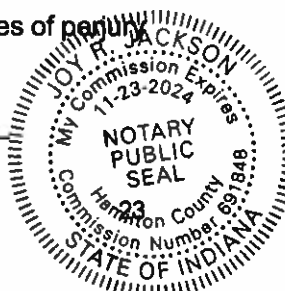
Marc D. Pfleging, being first duly sworn, deposes and says:

1. That I am the Manager (Corporate Office) of SEARCH Properties #600, LLC (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.

Marc D. Pfleging
(Signature of Officer)

Subscribed and affirmed to me under penalties of perjury
this 30th day of January, 2023

Joy R. Jackson
(Notary Public)



SUPPLEMENT TO OCIDA APPLICATION

I. 1. In accordance with N.Y. GML Sec. 862(1):

Will the Project primarily consist of retail facilities as defined in Section 862(2)(a) of the GML?

☐ Yes ☒ No

If yes, will the cost of these facilities exceed one-third of the total Project cost?

☐ Yes ☐ No

2. Is the project located in a distressed Census Tract?

☐ Yes ☒ No

3. Is the Project site designated as an Empire Zone?

☐ Yes ☒ No

4. Will any other companies or related facilities within the state close or be subjected to reduced activity as a result of this Project? If so please list the town and county of the location(s):

☐ Yes ☒ No

5. Will the completion of the Project result in the removal of a plant or facility of the Applicant from one area of the State New York to another area of the State of New York?

☐ Yes ☒ No

6. Will the completion of the Project result in the abandonment of one or more plants or facilities of the Applicant located in the State of New York?

☐ Yes ☒ No

i. If any answer to questions 1, 2 or 3 above is yes, is the Project reasonably necessary to discourage the Applicant from removing such other plant or facility to a location outside the State of New York?

☐ Yes ☐ No

ii. If any answer to questions 1, 2 or 3 above is yes, is the Project reasonably necessary to preserve the competitive position of the Applicant in its respective industry?

☐ Yes ☐ No

- II. 1. State the sources reasonably anticipated for the acquisition, construction, and/or renovation of the Project:

Amount of capital the Applicant has invested to date:	\$1,101,250
Amount of capital Applicant intends to invest in the Project through completion:	\$204,401,091 (Scannell), \$25,000,000 (Amazon)
Total amount of public sector source funds allocated/awarded to the Project:	\$0
Amount of the Project to be financed from private sector sources:	100%
Total Project Sources* *This \$ should match the total Project Costs above.	\$204,401,091 (Scannell), \$25,000,000 (Amazon)

2. Public Sector Sources:

Identify each public sector source of funding:	Amount of Public Sector Funding*
N/A	

*The total amount of public sector funding should equal the public sector amount listed in (II)(1) above.

- III. Financial Assistance sought (estimated values):

Applicants requesting exemptions and/or abatements from OCIDA must provide the estimated value of the savings they anticipate receiving. New York State regulations require OCIDA to recapture any benefit that exceeds the amount listed in this application.

1. Is the Applicant expecting that the financing of the Project will be secured by one or more mortgages: ☒ Yes ☐ No

If yes, list amount requested and name of lender:

\$153,300,818

* Lender TBD

2. Is the Applicant expecting to be appointed agent of the Agency for purposes of abating payments of NYS Sales and Use Tax? ☒ Yes ☐ No

If yes, what is the TOTAL amount of purchases subject to exemption based on taxable Project costs?

Scannell Properties #600, LLC = \$92,143,483
Amazon.com Services LLC = \$25,000,000
Total = \$117,143,483

3. Is the Applicant requesting a payment in lieu of tax agreement (PILOT) for the purpose of a real property tax abatement? ☐ Yes ☒ No

If yes, identify from the Agency's UTEP the category of PILOT requested:

4. Is the Applicant requesting any real property tax abatement that is **inconsistent** with the Agency's UTEP? ☐ Yes ☒ No

If yes, please contact the Executive Director prior to submission of this Application.

C. Amount of Exemption/Abatement Requested:

<input type="checkbox"/>	Real Property Tax Abatement (PILOT)	
<input checked="" type="checkbox"/>	Mortgage Recording Tax Exemption**	\$1,149,756
<input checked="" type="checkbox"/>	Sales and Use Tax Exemption (\$4% Local, 4.125% State of total amount listed above in III(2))	\$7,486,685 (Scannell), \$2,031,250 (Amazon)
<input type="checkbox"/>	Tax Exempt Bond Financing (Amount Requested)	
<input type="checkbox"/>	Taxable Bond Financing (Amount Requested)	

****To calculate the value of this exemption take 1.05% of the mortgage amount from III(1) above to get the "mortgage recording tax" and then multiply the mortgage recording tax figure by 70%. You will receive an exemption equal to 70% of the mortgage recording tax.**

REPRESENTATIONS & AFFIRMATIONS BY THE APPLICANT

See Attachment G for Representations & Affirmations by Amazon.com Services LLC

I hereby represent and warrant that I am [the CEO of the company/applicant] or [a person authorized to bind the company/applicant] and make the following representations and/or warranties and understand and agrees with the Orange County Industrial Development Agency (the "Agency" or "OCIDA") as follows:

A. Jobs Listings: Except as otherwise provided by collective bargaining agreements, new employment opportunities created as a result of the Project will be listed with the New York State Department of Labor Community Services Division (the "DOL") and with the administrative entity of the service delivery area created by the Workforce Investment Act ("WIA") in which the Project is located.

initial

NP

B. First Consideration for Employment: In accordance with §858-b (2) of the New York General Municipal Law, the Applicant understands and agrees that, if the Project receives any Financial Assistance from the Agency, except as otherwise provided by collective bargaining agreements, where practicable, the Applicant will first consider persons eligible to participate in WIA programs who shall be referred by the WIA for new employment opportunities created as a result of the Project.

initial

NP

C. Other NYS Facilities: In accordance with §862 (1) of the New York General Municipal Law, the Applicant understands and agrees that projects which will result in the removal of an industrial or manufacturing plant of the Project occupant from one area of the state to another area of the state or in the abandonment of one or more plants or facilities of the Project occupant within the state is ineligible for Agency Financial Assistance, unless otherwise approved by the Agency as reasonably necessary to preserve the competitive position of the Project in its respective industry.

initial

NP

D. Annual Sales Tax Filings: In accordance with §874(8) of the New York General Municipal Law, the Applicant understands and agrees that if the Project receives any sales tax exemptions as part of the Financial Assistance from the Agency, the Applicant agrees to file, or cause to be filed, with the New York State Department of Taxation and Finance, the annual form prescribed by the Department of Taxation and Finance, describing the value of all sales tax exemptions claimed by the Applicant and all consultants or subcontractors.

initial

NP

E. Annual Employment Reports and Outstanding Bonds: The Applicant understands and agrees that, if the Project receives any Financial Assistance from the Agency, the Applicant agrees to file, or cause to be filed, with the Agency on an annual basis, reports regarding the number of FTE at this Project site. The Applicant also understands and agrees to provide on an annual basis any information regarding bonds, if any, issued by the Agency for the Project that is requested by the Comptroller of the State of New York.

initial

NP

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

initial

NP

G. Compliance: The Applicant understands and agrees that it is in substantial compliance with applicable local, state, and federal tax, worker protection, and environmental laws, rules, and regulations.

initial

NP

H. False or Misleading Information: The Applicant understands and agrees that the submission of knowingly false or knowingly misleading information in this Application may lead to the immediate termination of any financial assistance and the reimbursement of an amount equal to all or part of any tax exemptions claimed by reason of Agency involvement in the Project.

initial

NP

I. GML Compliance: The Applicant certifies that, as of the date of the Application, the proposed project is in substantial compliance with all provisions of NYS General Municipal Law Article 18-A, including but not limited to Sections 859-a and 862(1).

initial

NP

J. **OCIDA's Policies:** The Applicant is familiar with all of OCIDA's policies posted on its website [https://www.ocnyida.com] and agrees to comply with all applicable policies.

initial

MP

K. **Disclosure:** Article 6 of the Public Officers Law declares that all records in the possession of the OCIDA (with certain limited exceptions) are open to public inspection and copying. If the Applicant feels that there are elements of the Project which are in the nature of trade secrets which, if disclosed to the public or otherwise widely disseminated, would cause substantial injury to the Applicant's competitive position, the Applicant must identify such elements in writing and request that such elements be kept confidential. In accordance with Article 6 of the Public Officers Law, if requested, OCIDA may also redact personal, private, and/or proprietary information from publicly disseminated documents. The Applicant understands that the Applicant must identify in writing to OCIDA any information it deems proprietary or personal and seeks to have redacted and the rationale therefore.

initial

MP

L. **Reliance:** THE APPLICANT ACKNOWLEDGES THAT ALL ESTIMATES OF PROJECTED FINANCIAL IMPACTS, VALUE OF FINANCIAL ASSISTANCE REQUESTED, AND OTHER INFORMATION CONTAINED IN THIS APPLICATION WILL BE RELIED UPON BY OCIDA AND ANY CHANGES IN SUCH INFORMATION MUST BE MADE IN WRITING AND MAY IMPACT THE GRANT OF FINANCIAL ASSISTANCE TO THE PROJECT.

initial

MP

I am the CEO or a person authorized to bind the company/applicant, and have read the foregoing and agree to comply with all the terms and conditions contained therein as well as the policies of the Orange County Industrial Development Agency.

Name of Applicant Company

Scannell Properties #600, LLC

Signature of Officer or Authorized Representative

Marc D. Pflieger

Name & Title of Officer or Authorized Representative

Marc D. Pflieger, Manager

Date

1/30/23

See Attachment H for Amazon.com Services LLC Hold Harmless Agreement

VI. HOLD HARMLESS AGREEMENT

Applicant hereby releases the Orange County Industrial Development Agency and the members, officers, servants, agents and employees thereof (collectively the "Agency") from, agrees that the Agency shall not be liable for, and agrees to indemnify, defend, and hold the Agency harmless from and against any and all liability arising from or expense incurred by: (A) the Agency'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 Agency, (B) the Agency's acquisition, construction, and/or installation of the Project described therein and (C) any further action taken by the Agency with respect to the Project, including without limiting the generality of the foregoing, all cause of action and attorney's fees and any other expenses incurred in defending any suits or action 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 Agency or the Applicant are unable to reach final agreement with respect to the Project, or the inability of the Applicant, for any reason, to proceed with the Project, then, and in the event, upon presentation of an invoice itemizing the same, the Applicant shall pay to the Agency, its agents or assigns, all costs incurred by the Agency in the processing of or in connection with the Application, including attorney's fees, if any.

Name of Applicant Company

Scannell Properties #600, LLC

Signature of CEO or a person authorized to bind the company/applicant

Marc D. Pflieger

Name & Title of Officer or Authorized Representative

Marc D. Pflieger, Manager

Date

1/30/23

ORANGE COUNTY INDUSTRIAL DEVELOPMENT AGENCY APPLICATION

**APPENDIX A
CONFLICT OF INTEREST STATEMENT**

See Attachment I for Conflict of Interest Statement for Amazon.com Services LLC

Agency Board Members

1. Mike Torelli
2. Dean Tamburri
3. Vincent Odock
4. James Rinaldi
5. Susan Walski

Agency Officers/Staff

1. Bill Fioravanti
2. Kelly Reilly

Agency Legal Counsel

1. Bousquet Holstein, PLLC
2. Harris Beach, PLLC

The Applicant has received from the Agency a list of members, officers and staff of the Agency. To the best of my knowledge, no member, officer or employee of the Agency has an interest, whether direct or indirect, in any transaction contemplated by this Application, except as hereinafter described:

Signature:



Authorized Representative:

Marc D. Pfleging

Title:

Manager, Scannell Properties #600, LLC

Date:

1/30/23

ORANGE COUNTY INDUSTRIAL DEVELOPMENT

AGENCY APPLICATION

VERIFICATION

See Attachment I for Verification for Amazon.com Services LLC

STATE OF INDIANA)
) SS.:
COUNTY OF MARION)

Marc D. Pfeigling, deposes and says that s/he is the
(Name of Individual)
Manager of Scannell Properties #600, LLC
(Title) (Applicant Name)

that s/he is the CEO or a person authorized to bind the company/applicant, and has personally completed and read the foregoing Application, which includes and incorporates the Supplement and all attachments and exhibits, and knows the contents thereof and that the same is true, accurate, and complete to the best of her/his knowledge, as subscribed and affirmed under the penalties of perjury. The grounds of deponent's beliefs relative to all matters in the said Application which are not stated upon her/his own personal knowledge are investigations which the deponent has caused to be made concerning the subject matter of the Application as well as, if applicable, information acquired by deponent in the course of her/his duties/responsibilities for the Applicant and from the books and papers of the Applicant. The deponent also acknowledges the receipt of the schedules attached to the Application, including but not limited to the Agency's fee schedule and assumes responsibility for payment of any and all applicable fees as described therein. Deponent further acknowledges review and understanding of the Agency's published policies, including but not limited to the Agency's Recapture Policy, and agrees on behalf of the Applicant to be bound by and comply with, all such policies.

[Signature]
Applicant Representative's Signature

Manager
Title

Subscribed and sworn to before me this
30th day of January, 20 23.

[Signature]
Notary Public



This Application should be submitted to:

Orange County Industrial Development Agency
c/o Michael Torelli, Chairman
4 Crotty Lane, Suite 100
New Windsor, NY 12553.

The Agency will collect an administrative fee at the time of closing.

SEE ATTACHED FEE SCHEDULE

Transaction Counsel
SUSAN R. KATZOFF
Bousquet Holstein LLC
110 West Fayette Street
One Lincoln Center, Suite 1000
Syracuse, New York 13202-1190
Tel: 315.701.6303
Fax: 315.410.1557



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See Attachment H containing the Amazon.com Services LLC Hold Harmless Agreement

HOLD HARMLESS AGREEMENT

Applicant hereby releases the ORANGE COUNTY INDUSTRIAL DEVELOPMENT AGENCY and the members, officers, servants, agents and employees thereof (the "Agency") from, agrees that the Agency shall not be liable for and agrees to indemnify, defend and hold the Agency harmless from and against any and all liability arising from or expense incurred by (A) the Agency'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 Agency, (B) the Agency's acquisition, construction and/or installation of the Project described therein and (C) any further action taken by the Agency 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 Agency 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 Agency, its agents or assigns, all costs incurred by the Agency in processing of the Application, including attorneys' fees, if any.

(Applicant Signature)

By: Scannell Properties #600, LLC

Name: Marc D. Pflegering

Title: Manager

(Notary Public)

Sworn to before me this 30th day
of January, 2023





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HOLD HARMLESS AGREEMENT

See Attachment F containing
the Amazon.com Services LLC
Hold Harmless Agreement

Applicant hereby releases the ORANGE COUNTY INDUSTRIAL DEVELOPMENT AGENCY and the members, officers, servants, agents and employees thereof (the "Agency") from, agrees that the Agency shall not be liable for and agrees to indemnify, defend and hold the Agency harmless from and against any and all liability arising from or expense incurred by (A) the Agency'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 Agency, (B) the Agency's acquisition, construction and/or installation of the Project described therein and (C) any further action taken by the Agency 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 Agency 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 Agency, its agents or assigns, all costs incurred by the Agency in processing of the Application, including attorneys' fees, if any.


(Applicant Signature)

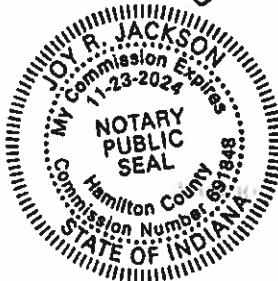
By: Scarnell Properties #600, LLC

Name: Marc Pfleger

Title: Manager


(Notary Public)

Sworn to before me this 30th day
of January, 2023





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To be completed/calculated by AGENCY

Real Property Tax Benefits (Detailed):

**** This section of this Application will be: (i) completed by IDA Staff based upon information contained within the Application, and (ii) provided to the Applicant for ultimate inclusion as part of this completed Application.**

PILOT Estimate Table Worksheet

Dollar Value of New Construction and Renovation Costs	Estimated New Assessed Value of Property Subject to IDA*	County Tax Rate/1000	Local Tax Rate (Town/City/Village)/1000	School Tax Rate/1000

*Apply equalization rate to value

PILOT Year	% Payment	County PILOT Amount	Local PILOT Amount	School PILOT Amount	Total PILOT	Full Tax Payment w/o PILOT	Net Exemption
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							
TOTAL							

*Estimates provided are based on current property tax rates and assessment values

Cost Benefit Analysis:

To be completed/calculated by AGENCY

Costs = Financial Assistance

Benefits = Economic Development

*Estimated Sales Tax Exemption \$ _____

New Jobs Created
Permanent _____
Temporary _____

Existing Jobs Retained
Permanent _____
Temporary _____

Estimated Mortgage Tax Exemption \$ _____

Expected Yearly Payroll \$ _____

Estimated Property Tax Abatement \$ _____

Expected Gross Receipts \$ _____

Additional Revenues to School Districts

Additional Revenues to Municipalities

Other Benefits _____

Estimated Interest Savings IRB Issue \$ _____

Private Funds invested \$ _____

Likelihood of accomplishing proposed project within three (3) years

☐ Likely or ☐ Unlikely

* Estimated Value of Goods and Services to be exempt from sales and use tax as a result of the Agency's involvement in the Project. PLEASE NOTE: These amounts will be verified and there is a potential for a recapture of sales tax exemptions (see "Recapture" on page 10).

\$ _____ (to be used on the NYS ST-60)



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FEE SCHEDULE

Application Fee:

\$5,000 non-refundable, due at application, broken down as follows:

IDA Administrative Fee: \$2,500

IDA Transaction Counsel Fee: \$2,500

Labor Policy Monitoring Fee (based on project cost):

This fee will be deposited into a non-interest bearing escrow account and will fund the ongoing audit of Labor Policy compliance throughout construction. Any unused funds on deposit with the IDA will be returned to the company upon project completion.

Projects less than \$5M:	\$5,000.00
Projects greater than \$5M but less than \$15M:	\$10,000.00
Projects greater than \$15M but less than \$25M:	\$20,000.00
Projects greater than \$25M but less than \$50M:	\$30,000.00
Projects greater than \$50M but less than \$100M:	\$45,000.00
Projects greater than \$100M but less than \$500M:	\$55,000.00
Projects greater than \$500M:	To be determined

Closing Fee:

IDA Fee

*****Per OCIDA scoring criteria. See Attached.***

Manufacturing Sector

1% of the first \$2,000,000 of the project cost (as identified on page 12 of this application), plus .5% of amount above that, due at closing (total project cost includes land acquisition costs).*

Distribution/Warehouse Sector

1% of the project cost (as identified on page 12 of this application), due at closing (total project cost includes land acquisition costs).*

Retail Sector - Stores

485B: 2% of the first \$2,000,000 of the project cost (as identified on page 12 of this application), plus 1% of amount above that, due at closing (total project cost includes land acquisition costs).*

Retail Sector – Back Office/Medical

10 year PILOT: 1% of the project cost (as identified on page 12 of this application), due at closing (total project cost includes land acquisition costs).*

Hotel Sector (Per Scoring Criteria)

10 year PILOT: 1% of the project cost (as identified on page 12 of this application), due at closing (total project cost includes land acquisition costs).*

4 year PILOT: 1% of the project cost (as identified on page 12 of this application), due at closing (total project cost includes land acquisition costs).*

Tourism Sector

\$0-\$30M Capital Cost: 1% of the project cost (as identified on page 12 of this application), due at closing (total project cost includes land acquisition costs).*

\$30-\$100M Capital Cost: .75% of the project cost (as identified on page 12 of this application), due at closing (total project cost includes land acquisition costs).*

Over \$100M Capital Cost: .50% of the project cost (as identified on page 12 of this application), due at closing (total project cost includes land acquisition costs).*

“Special Projects”

TBD per project

IDA Transaction Counsel Fee:

One-third (1/3) of IDA fee (minimum of \$30,000 – to be reduced for smaller projects on case by case basis - plus out of pocket expenditures).

Local Labor Policy Monitoring:

The IDA will use a third-party firm or firms to monitor compliance with the Local Labor Policy (attached hereto). All costs incurred by the IDA in connection with such monitoring, should they exceed the amount collected at application, shall be the responsibility of the Company.

NOTE: IDA reserves the right to seek additional IDA and Transaction Counsel fees for exceptionally complex/large transactions.

Please make all Checks payable to:

Orange County Industrial Development Agency

Mail to:

*4 Crotty Lane
New Windsor, NY 12553*

*In the event that an applicant does not seek or does not qualify for an OCIDA PILOT or the equivalent of the State's 485-b program, the fee will be a straight one-half percent (0.5%) of the project cost.

The OCIDA 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 MR

Closing Fee: * *under discussion with the Agency*

Please be advised should the Orange County IDA act to adopt the Final Resolution for your project a fee will be due at closing.

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 MR



See Attachment I for Amazon.com Services LLC Labor Policy acknowledgment and agreement

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LABOR POLICY

Adopted 01-12-17

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 and Westchester 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 by 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.

In addition, applicants receiving IDA benefits and Contractors on the project shall make every reasonable effort to utilize vendors, material suppliers, subcontractors and professional services from Orange County and the surrounding counties. Applicants and contractors shall be required to keep records of those local vendors, material suppliers, contractors and professional services whom they have solicited and with whom they have contracted with or awarded. This shall be stored in a binder on site and shall be easily available for review by an authorized representative of the IDA, such as the IDA's 3rd party monitor. It shall include any documents for solicitation and contracts. 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. Contact information for the applicant's representative who will be responsible and accountable for providing information about the bidding and awarding of construction contracts relative to the applicant's project;
2. 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;
3. 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
4. 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. Contractors' 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

Slannell Properties #600, LLC
Company Name

Marc D. Pfeiffer
Print Name of above signer

(317) 843-5959
Email/phone of Applicant

1/30/2023
Date

Signature of CM, GC or SC

Company Name

Print Name of above signer

Email/phone of CM/GC/SC

Date

ATTACHMENT A

Attachment A – Amazon.com Services, LLC

Orange County Industrial Development Agency

Application for Financial Assistance: Amazon.com Services LLC (Co-Applicant)

This Attachment is provided to address certain sections/questions related to the Application for Financial Assistance as applicable to Co-Applicant, Amazon.com Services LLC (the "Company"), being the joint-applicant (a "Co-Applicant") with Scannell Properties #600, LLC. Amazon.com Services LLC, will be the tenant/operator in the project facility to be constructed and owned by Co-Applicant, Scannell Properties #600, LLC. Amazon.com Services LLC is submitting as Co-Applicant for the sole purpose of seeking a sales and use tax exemption for the purchase of certain items of machinery and equipment that it will ultimately own, but that will be installed within, the Project Facility.

Section I.

A) Applicant (Co-Applicant) Information

Amazon.com Services LLC
410 Terry Ave. North
Seattle, WA 98109

FEIN: 82-0544687

Contact Name: Brad Griggs
Title: Senior Manager
Phone: 646-927-6819
Email: bgriggs@amazon.com

IDA Management must be able to reach the Applicant's Contact throughout the duration of the Agreement. Should this information change at any time IDA Management should be notified immediately. Please initial stating you understand and consent to the above



C) Co-Applicant's Counsel

Robert G. Murray, Esq.
Harris Beach PLLC
726 Exchange Street
Buffalo, New York 14210
716-200-5180
Email: bmurray@harrisbeach.com

IDA Management must be able to reach the Applicant's Contact throughout the duration of the Agreement. Should this information change at any time IDA Management should

be notified immediately. Please initial stating you understand and consent to the above HS

D) Co-Applicant's Audit Contact

Amazon.com Services LLC
c/o Amazon.com Inc.
Attn: Margaret Yu, Economic Development Compliance
2121 7th Ave.
Seattle, Washington 98121

The IDA is legally required to submit an annual PARIS report to the state that requires information from each project. Applicant participation is **NOT OPTIONAL**. **ALL INFORMATION** must be submitted in a **COMPLETE** and **TIMELY** manner. Failure to comply with this request **WILL RESULT** in a **LOSS/RECAPTURE** of **ALL OR SOME** of your benefits. Please initial stating you understand and consent to the above HS

F) Co-Applicant Principal Owners/Officers/Directors (list owners with 15% or more in equity holdings wit percentage ownership):

Principal Owners: Amazon.com Services LLC is a wholly-owned subsidiary of Amazon.com, Inc., a publicly-traded company. Amazon.com, Inc. lists Amazon.com Services LLC as a "significant subsidiary" in its annual 10-K filing with the SEC.

G) Co-Applicant Corporate Structure

Form of Entity: Limited Liability Company.
Date of Organization: 2002
State of Organization: Delaware

L) Co-Applicant Legal Questions

All statements by the Company, below, are made as of the date of the Application.

1. Is the Company presently the subject of any litigation, or is any litigation threatened, which would have a material adverse effect on the Company's financial condition?

The Company is an affiliate of a public company that routinely faces pending and threatened litigation. Such actions are unlikely to have a significant negative impact on the Company's financial status or impact the Project that is the subject of this Application.

2. Has the Company ever been involved in bankruptcy, a creditor's rights or receivership proceeding, or sought protection from creditors?

To the best of the undersigned's knowledge, with respect to the last five (5) years, no, except as may be provided for in Amazon.com Inc.'s annual or quarterly filings with the Securities and Exchange Commission, which can be found within the below link (collectively, the "SEC Filings"):

<https://ir.aboutamazon.com/annual-reports-proxies-and-shareholder-letters/default.aspx>

3. Has the Company ever settled a debt with a lending institution for less than the full amount outstanding?

To the best of the undersigned's knowledge, with respect to the last five (5) years, no, except as may be provided for in the SEC Filings.

4. Has any senior manager or principal of the Company ever been convicted of any felony or misdemeanor other than a minor traffic violation, or are any such charges pending?
To the best of undersigned's knowledge, with respect to officers of the Company being convicted of felonies within the last three (3) years, no, except as may be provided for in the SEC Filings.

5. Has the Company or any of its affiliates been cited for a violation of federal, State or local laws or regulations with respect to labor practices, hazardous wastes, environmental pollution or operating practices?

To the best of undersigned's knowledge, with respect to adjudicated as final convictions of the Company with regards to the above-referenced violations within the last five (5) years, no, except as may be provided for in the SEC Filings. If we have, we are committed to working with appropriate agencies to remedy the violation.

6. Are there outstanding judgments or liens pending against the Company other than liens in the normal course of business?

To the best of undersigned's knowledge, with respect to the last five (5) years, no, except as may be provided for in the SEC Filings, or judgments and/or liens in the normal course of business. If there are any, we are committed to remedying the judgment or lien as required by law.

7. Is the Company delinquent on any New York State, federal or local tax obligations that have been adjudicated as final and binding on the Company?

To the best of undersigned's knowledge, no, except as may be provided for in the SEC Filings.

M) Has the company (or any related corporation or person) made a public offering or private placement of its stock within the last year?

Yes, the Company is a wholly-owned subsidiary of Amazon.com Inc., a publicly traded company. Amazon.com Inc. lists the Company as a "significant subsidiary" in its annual 10-K filing with the SEC.

N) Co-Applicant Brief description of Company History

The Company is an affiliate of a multinational technology company focusing on e-commerce, cloud computing, digital streaming, and other tech-enabled services that provides customers with lower prices, better selection, and convenient services. Currently, Amazon has over 50 main investments and employs 39,000+ (full and part time) in the state of New York. Amazon continues to grow their footprint throughout New York to best serve customers.

Section II.

N) Co-Applicant – Estimated Project Costs:

Co-Applicant and Tenant, Amazon.com Services LLC Estimated Project Costs

Property Acquisition	
Construction (Improvements)	
Equipment Purchases/Fixtures/Furnishings	\$25,000,000
Soft costs	
Engineering/architectural services	
Other	
Total Capital Costs	\$25,000,000

Sources of Funds for Co-Applicant and Tenant, Amazon.com Services LLC

Bank Financing	0
Equity	\$25,000,000
Tax Exempt Bond Issuance	N/A
Taxable Bond Issuance	N/A
Public Sources	N/A
Other	
Total Sources of Funds for Project Cost	\$25,000,000

Section III. Financial Assistance Requested for Co-Applicant Amazon.com Services, LLC

A) Co-Applicant Amazon.com Services LLC Benefits Requested

Sales Tax Exemption

B) Value of Incentives

Estimated Sales Tax exemption for fixtures and equipment

\$25,000,000 X .08125 = \$2,031,250

Estimated duration of Sales Tax exemption: Q2 2023 – Q2 2025

Section IV. Employment Plan: The Project will offer a significant number of part-time and full-time employment opportunities, benefitting families and community residents, that include a comprehensive benefits package for people with a variety of skillsets and work experiences. The Project will allow those new to the work force to learn new skills and will provide on-the-job experience that is transferable to advancement positions or other industries. The Project will also enable employees to obtain valuable networking and reference resources for future advancement and other opportunities.

Workforce Development/Training: Amazon has committed \$1.2 billion to provide 300,000 employees with access to education and skills training programs—including college tuition for front-line employees—through 2025 as part of Amazon’s Upskilling 2025 pledge.

Upskilling programs help employees gain in-demand skill sets and propel them into new careers. The company-funded training programs offered through Upskilling 2025 support Amazon employees as they learn critical skills to move into in-demand, higher-paying technical or non-technical roles within Amazon and beyond.

Career Choice: Career Choice is Amazon’s pre-paid tuition program for operations employees looking to further their education. Amazon will pre-pay full college tuition at hundreds of education partners across the country. In addition to funding associate and bachelor’s degrees, Amazon’s Career Choice will also fund high school completion, GED’s, and ESL proficiency certifications. Since launching Career Choice in 2012, over 50,000 Amazon employees across 14 countries worldwide have received training for high-demand occupations including aircraft mechanics, computer-aided designers, commercial truck drivers, medical assistants, nurses, and more.

The program will be available to Amazon hourly employees who have been employed for 90 days. Employees have access to annual funds for education as long as they remain at the company, with no limit to the number of years they can benefit.

The Project will contain an onsite classroom so college and technical classes can be taught inside the fulfillment center, making employees' participation in Career Choice even more seamless by reducing the need to commute to classes.

Amazon Benefits: Along with starting pay of at least \$15 per hour which Amazon has offered since 2018, Amazon offers a range of great benefits that support employees and eligible family members, including domestic partners and their children. These comprehensive benefits begin on day one and include health care coverage, paid parental leave, ways to save for the future, and other resources to improve health and well-being. In addition, as of October of 2022 Amazon made nearly a \$1 billion investment in additional pay over the year, bringing our national average pay to more than \$19 per hour.

Below is a list of benefits offered to full-time associates. Benefits availability may vary depending on number of hours worked a week.

- **Medical.** Plans include coverage for prescription drugs, emergency and hospital care, mental health, X-rays, lab work, etc. There are no pre-existing condition exclusions with any of Amazon's medical plans. Employees have a choice of multiple plans. All plans cover preventive care 100%.
- **Dental.** All preventative coverage, including cleanings and x-rays, is fully covered and the deductible is waived. Orthodontic coverage available.
- **Vision.** Annual basic eye exam, lenses, and basic frames fully covered annually.
- **Infertility Benefits.** Amazon partners with Progyny, the leading infertility benefits provider, to provide our employees with infertility treatment coverage.
- **Amazon 401(k) Plan.** All Amazon employees are eligible to join the plan immediately upon their date of hire. Amazon will provide a 50% match for contributions up to 4% of eligible pay.
- **Flexible Spending Accounts.** Flexible Spending Accounts (FSAs) provide a convenient way to pay for certain eligible health care and/or dependent care expenses with pre-tax dollars. Health Care FSA can be used to pay for health insurance copays, deductibles and other eligible services and supplies not covered by medical, dental or vision plans. The Dependent Care FSA can only be used to pay expenses for dependent care, such as child or elder care.
- **Disability Insurance.** Available to employees working more than 30 hours a week. Amazon provides both short-term and long-term disability coverage at no cost to the associate. Both plans provide partial income (60% of eligible salary up to certain limits) if the associate becomes medically disabled.

- Mental Health Care and Daily Living Assistance. Free counseling services and referrals are available 24/7 for any Amazon employee or household member. Referrals are available for legal and financial issues and for personal convenience and care needs (child care, elder care, relocating, and other personal needs).

FEE SCHEDULE

Local Labor Policy Monitoring:

The OCIDA 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 HS

Closing Fee:

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

ATTACHMENT B

Attachment B – Amazon.com Services, LLC

Orange County Industrial Development Agency

Application for Financial Assistance: Amazon.com Services LLC (Co-Applicant)

Certificate of Good Standing

STATE OF NEW YORK

DEPARTMENT OF STATE

Certificate of Status

I, ROBERT J. RODRIGUEZ, Secretary of State of the State of New York and custodian of the records required by law to be filed in my office, do hereby certify that upon a diligent examination of the records of the Department of State, as of the date and time of this certificate, the following entity information is reflected:

Entity Name:	AMAZON.COM SERVICES LLC
DOS ID Number:	5687476
Entity Type:	FOREIGN LIMITED LIABILITY COMPANY
Entity Status:	AUTHORIZED
Date of Initial Filing with DOS:	01/13/2020
Statement Status:	CURRENT
Statement Due Date:	01/31/2024

I certify that the following is a list of documents on file in the Department of State for said entity:

Document Type:	APPLICATION OF AUTHORITY
Date of Filing:	01/13/2020
Entity Name:	AMAZON.COM SERVICES LLC

Document Type:	CERTIFICATE OF PUBLICATION
Date of Filing:	03/04/2020

Document Type:	BIENNIAL STATEMENT
Date of Filing:	01/04/2022

Above space is left blank intentionally.

No information is available from this office regarding the financial condition, business activity or practices of this entity.

WITNESS my hand and official seal of the Department
of State, at the City of Albany, on December 09, 2022
at 03:34 P.M.



ROBERT J. RODRIGUEZ, Secretary of State

Brendan C. Hughes

By Brendan C. Hughes
Executive Deputy Secretary of State

Authentication Number: 100002623038 To Verify the authenticity of this document you may access the
Division of Corporation's Document Authentication Website at <http://ecorp.dos.ny.gov>

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "AMAZON.COM SERVICES LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTY-SEVENTH DAY OF JANUARY, A.D. 2023.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "AMAZON.COM SERVICES LLC" WAS FORMED ON THE EIGHTEENTH DAY OF JANUARY, A.D. 2002.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN PAID TO DATE.



3482342 8300

SR# 20230284965

You may verify this certificate online at corp.delaware.gov/authver.shtml

A handwritten signature of Jeffrey W. Bullock in black ink, written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed.

Jeffrey W. Bullock, Secretary of State

Authentication: 202592055

Date: 01-27-23

ATTACHMENT C

Attachment C – Scannell Properties #600, LLC

Orange County Industrial Development Agency

Application for Financial Assistance: Scannell Properties #600, LLC (Co-Applicant)

Certificate of Good Standing

STATE OF NEW YORK

DEPARTMENT OF STATE

Certificate of Status

I, ROBERT J. RODRIGUEZ, Secretary of State of the State of New York and custodian of the records required by law to be filed in my office, do hereby certify that upon a diligent examination of the records of the Department of State, as of the date and time of this certificate, the following entity information is reflected:

Entity Name:	SCANNELL PROPERTIES #600, LLC
DOS ID Number:	6347127
Entity Type:	FOREIGN LIMITED LIABILITY COMPANY
Entity Status:	AUTHORIZED
Date of Initial Filing with DOS:	12/10/2021
Statement Status:	CURRENT
Statement Due Date:	12/31/2023

No information is available from this office regarding the financial condition, business activity or practices of this entity.



WITNESS my hand and official seal of the Department of State,
at the City of Albany, on December 27, 2022 at 10:03 A.M.

ROBERT J. RODRIGUEZ, Secretary of State

Brendan C. Hughes

By Brendan C. Hughes
Executive Deputy Secretary of State

Authentication Number: 100002696672 To Verify the authenticity of this document you may access the
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Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "SCANNELL PROPERTIES #600, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTY-SEVENTH DAY OF DECEMBER, A.D. 2022.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "SCANNELL PROPERTIES #600, LLC" WAS FORMED ON THE TWENTY-SIXTH DAY OF OCTOBER, A.D. 2021.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN PAID TO DATE.



6338540 8300

SR# 20224370402

You may verify this certificate online at corp.delaware.gov/authver.shtml

A handwritten signature of Jeffrey W. Bullock in black ink, written over a horizontal line.

Jeffrey W. Bullock, Secretary of State

Authentication: 205183646

Date: 12-27-22

ATTACHMENT D

Attachment D – Amazon.com Services LLC

Orange County Industrial Development Agency

Application for Financial Assistance: Co-Applicant Information

V. REPRESENTATIONS BY AMAZON.COM SERVICES, LLC

Amazon.com Services, LLC, (he "Applicant") understands and agrees with the Agency as follows:

- A. **Job Listings:** In accordance with Section 858-b(2) of the New York General Municipal Law, the Applicant understands and agrees that, if the proposed project receives any Financial Assistance from the Agency, except as otherwise provided by collective bargaining agreements, new employment opportunities created as a result of the proposed project must be listed with the New York State Department of Labor Community Services Division (the "DOL") and with the administrative entity (collectively with the DOL, the "JTPA Entitle") of the service delivery area created by the federal job training partnership act (Public Law 97-300) ("JPTA") in which the project is located.
- B. **First Consideration for Employment:** In accordance with Section 858-b(2) of the General Municipal Law, the Applicant understands and agrees that, if the proposed project receives any Financial Assistance from the Agency, except as otherwise provided by collective bargaining agreements, where practicable, the Applicant must first consider persons eligible to participate in JTPA programs who shall be referred by the JPTA Entities for new employment opportunities created as a result of the proposed project.
- C. The Applicant will maintain insurance for the Project to the extent required under its sub-lease agreement with Scannel Properties #500, LLC.
- D. **Annual Sales Tax Fillings:** In accordance with Section 874(8) of the General Municipal Law, the Applicant understands and agrees that, if the Applicant receives any sales tax exemptions as part of the Financial Assistance from the Agency, in accordance with Section 874(8) of the General Municipal Law, the Applicant agrees to file, or cause to be filed, with the New York State Department of Taxation and Finance, the annual form prescribed by the Department of Taxation and Finance, describing the value of all sales tax exemptions claimed by the Applicant and all consultants or subcontractors retained by the Applicant.
- E. **Annual Employment Reports:** The Applicant understands and agrees that, if the proposed project receives any Financial Assistance from the Agency, the Applicant agrees to file, or cause to be filed, with the Agency, 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 return the information by the end of January the following year.
- F. **Compliance with N.Y. GML Sec. 862(1):** Applicant understands and agrees that the provisions of Section 862(1) of the New York General Municipal Law, as provided below, will not be violated if Financial Assistance is provided for the proposed Project:

§ 862. Restrictions on funds of the agency. (1) No funds of the agency shall be used in respect of any project if the completion thereof would result in the removal of an industrial or manufacturing plant of the project occupant from one area of the state to another area of the state or in the abandonment of one or

more plants or facilities of the project occupant located within the state, provided, however, that neither restriction shall apply if the agency shall determine on the basis of the application before it that the project is reasonably necessary to discourage the project occupant from removing such other plant or facility to a location outside the state or is reasonably necessary to preserve the competitive position of the project occupant in its respective industry.

- G. Compliance with Applicable Laws: The Applicant confirms and acknowledges that it is in substantial compliance with applicable local, state and federal tax, worker protection and environmental laws, rules and regulations.
- H. False and Misleading Information: The Applicant confirms and acknowledges that the submission of any knowingly false or knowingly misleading information by or on behalf of the Applicant 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 the Applicant by reason of the Agency's involvement the Project.
- I. Recapture: Should the Applicant not expend, hire as presented, or violates Sales Tax Exemption regulations, the Agency may view such information/status as failing to meet the established standards of economic performance. In such events, some or all of the benefits taken by the Applicant will be subject to recapture.
- J. Rescission of Benefits Conferred: Applicant understands and agrees that in the event that (a) the Applicant does not proceed to final Agency approval within six (6) months of the date the Agency adopts its initial approval resolution and/or (b) close with the Agency on the requested financial assistance within twelve (12) months of the date the Agency adopts its initial resolution, the Agency reserves its right to rescind and cancel all prior approvals. In the event the Agency rescinds its approvals and the Applicant re-applies to the Agency, the Applicant understands and agrees that its re-application will be subject to any and all changes in law, Agency policies or fees imposed by the Agency that are in effect as of the date of re-application.
- K. Absence of Conflicts of Interest: The Applicant has received from the Agency a list of the members, officers, and employees of the Agency. No member, officers or employee of the Agency has an interest, whether direct or indirect, in any transaction contemplated by this Application, except as hereinafter described:
- L. Freedom of Information Law (FOIL): The Applicant acknowledges that the OCIDA 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 that the Agency and its counsel will rely on the representations made in this Application when acting hereon and hereby represents 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.

[Remainder of page intentionally left blank]

[Acknowledgment Page to Representations by Applicant]

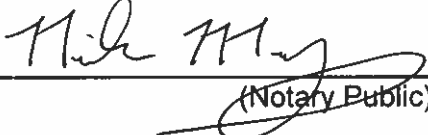
STATE OF Virginia)
COUNTY OF Alexandria) ss.:

Holly Sullivan, being first duly sworn, deposes and says:

1. That I am the Vice President (Corporate Office) of Amazon.com Services LLC (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 8 day of February, 2023


(Notary Public)



ATTACHMENT E

Attachment E – Amazon.com Services LLC

Orange County Industrial Development Agency

Application for Financial Assistance: Co-Applicant Information

REPRESENTATIONS & AFFIRMATIONS BY AMAZON.COM SERVICES, LLC

I hereby represent and warrant that I am [the CEO of the company/applicant] or [a person authorized to bind the company/applicant] and make the following representations and/or warranties and understand and agrees with the Orange County Industrial Development Agency (the "Agency" or "OCIDA") as follows:


A. Jobs Listings: Except as otherwise provided by collective bargaining agreements, new employment opportunities created as a result of the Project will be listed with the New York State Department of Labor Community Services Division (the "DOL") and with the administrative entity of the service delivery area created by the Workforce Investment Act ("WIA") in which the Project is located.

initial 

B. First Consideration for Employment: In accordance with §858-b (2) of the New York General Municipal Law, the Applicant understands and agrees that, if the Project receives any Financial Assistance from the Agency, except as otherwise provided by collective bargaining agreements, where practicable, the Applicant will first consider persons eligible to participate in WIA programs who shall be referred by the WIA for new employment opportunities created as a result of the Project.

initial 


C. Other NYS Facilities: In accordance with §862 (1) of the New York General Municipal Law, the Applicant understands and agrees that projects which will result in the removal of an industrial or manufacturing plant of the Project occupant from one area of the state to another area of the state or in the abandonment of one or more plants or facilities of the Project occupant within the state is ineligible for Agency Financial Assistance, unless otherwise approved by the Agency as reasonably necessary to preserve the competitive position of the Project in its respective industry.

initial 

D. Annual Sales Tax Filings: In accordance with §874(8) of the New York General Municipal Law, the Applicant understands and agrees that if the Project receives any sales tax exemptions as part of the Financial Assistance from the Agency, the Applicant agrees to file, or cause to be filed, with the New York State Department of Taxation and Finance, the annual form prescribed by the Department of Taxation and Finance, describing the value of all sales tax exemptions claimed by the Applicant and all consultants or subcontractors.

initial 







E. Annual Employment Reports and Outstanding Bonds: The Applicant understands and agrees that, if the Project receives any Financial Assistance from the Agency, the Applicant agrees to file, or cause to be filed, with the Agency on an annual basis, reports regarding the number of FTE at this Project site. The Applicant also understands and agrees to provide on an annual basis any information regarding bonds, if any, issued by the Agency for the Project that is requested by the Comptroller of the State of New York.

initial 

F. Absence of Conflicts of Interest: The Applicant has received from the Agency a list of the members, officers and employees of the Agency. No member, officer or employee of the

initial 


Agency has an interest, whether direct or indirect in any transaction contemplated by this Application, except as hereinafter described in Appendix B.

- G. Compliance:** The Applicant understands and agrees that it is in substantial compliance with applicable local, state, and federal tax, worker protection, and environmental laws, rules, and regulations. initial 
- H. False or Misleading Information:** The Applicant understands and agrees that the submission of knowingly false or knowingly misleading information by or on behalf of the Applicant in this Application 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 the Applicant by reason of Agency's involvement in the Project. initial 
- I. GML Compliance:** The Applicant certifies that, as of the date of the Application, the proposed project is in substantial compliance with all provisions of NYS General Municipal Law Article 18-A, including but not limited to Sections 859-a and 862(1). initial 
- J. OCIDA's Policies:** The Applicant is familiar with all of OCIDA's policies posted on its website [<https://www.ocnyida.com>] and agrees to comply with all applicable policies. initial 
- K. Disclosure:** Article 6 of the Public Officers Law declares that all records in the possession of the OCIDA (with certain limited exceptions) are open to public inspection and copying. If the Applicant feels that there are elements of the Project which are in the nature of trade secrets which, if disclosed to the public or otherwise widely disseminated, would cause substantial injury to the Applicant's competitive position, the Applicant must identify such elements in writing and request that such elements be kept confidential. In accordance with Article 6 of the Public Officers Law, if requested, OCIDA may also redact personal, private, and/or proprietary information from publicly disseminated documents. The Applicant understands that the Applicant must identify in writing to OCIDA any information it deems proprietary or personal and seeks to have redacted and the rationale therefore. initial 
- L. Reliance:** THE APPLICANT ACKNOWLEDGES THAT ALL ESTIMATES OF PROJECTED FINANCIAL IMPACTS, VALUE OF FINANCIAL ASSISTANCE REQUESTED, AND OTHER INFORMATION CONTAINED IN THIS APPLICATION WILL BE RELIED UPON BY OCIDA AND ANY CHANGES IN SUCH INFORMATION MUST BE MADE IN WRITING AND MAY IMPACT THE GRANT OF FINANCIAL ASSISTANCE TO THE PROJECT. initial 

I am the CEO or a person authorized to bind the company/applicant, and have read the foregoing and agree to comply with all the terms and conditions contained therein as well as the policies of the Orange County Industrial Development Agency.

Name of Applicant Company
Amazon.com Services LLC

Signature of Officer or Authorized Representative



Name & Title of Officer or Authorized Representative
Holly Sullivan, Vice President

Date: 2/8/23

ATTACHMENT F

Attachment F – Amazon.com Services LLC

Orange County Industrial Development Agency

Application for Financial Assistance: Co-Applicant Information

VI. HOLD HARMLESS AGREEMENT

Amazon.com Services LLC (the "Applicant") hereby releases the Orange County Industrial Development Agency and the members, officers, servants, agents and employees thereof (collectively the "Agency") from, agrees that the Agency shall not be liable for, and agrees to indemnify, defend, and hold the Agency harmless from and against any and all liability arising from or expense incurred by: (A) the Agency'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 Agency, (B) the Agency's acquisition, construction, and/or installation of the Project described therein and (C) any further action taken by the Agency with respect to the Project, including without limiting the generality of the foregoing, all cause of action and reasonable attorney's fees and any other expenses incurred in defending any suits or action 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 Agency or the Applicant are unable to reach final agreement with respect to the Project, or the inability of the Applicant, for any reason, to proceed with the Project, then, and in the event, upon presentation of an invoice itemizing the same, the Applicant shall pay to the Agency, its agents or assigns, all reasonable costs incurred by the Agency in the processing of or in connection with the Application, including reasonable attorney's fees, if any.

In addition to the foregoing, this Application does not create or give rise to any legal obligations on the part of the Agency or the Applicant, other than the Applicant's obligation to pay legal fees incurred by the Agency in connection with this Application. The terms and conditions governing the award of the incentive package described herein will be set forth in a separate agreement, the form of which will be provided to the Applicant following the processing and approval of this Application. The incentives described in this Application are based upon the representations made by the Applicant to the Agency regarding the Project. Company reserves the right to clarify, amend or modify any such representations made prior to (or concurrently with) the submittal of this Application Agency. The Agency reserves the right to revise the incentives described in this Application if any aspect of the Project changes after receipt of this form. Changes that could result in revision of incentives include, but are not limited to: number of jobs, amount of capital investment, composition of company vs. contract jobs, average wage, or location of the Project. Notwithstanding anything herein to the contrary, assuming the Applicant and the Agency execute and delivery lease transactional documents to confer any approved incentives, no changes may be made to the Application."

Name of Applicant Company

Amazon.com Services LLC

Signature of CEO or a person authorized to bind
The company/application

Holly Sullivan, VP

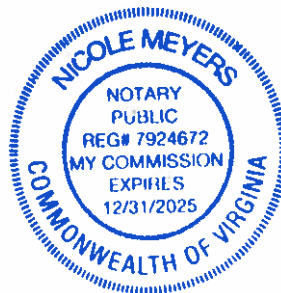
Name & Title of Officer or Authorized Representative

Holly Sullivan, Vice President

Date: 2/8/23

Subscribed and sworn to before me this
8 day of February, 2023.

Nicole Meyers
Notary Public



ATTACHMENT G

Attachment G – Amazon.com Services LLC

Orange County Industrial Development Agency

Application for Financial Assistance: Co-Applicant Information

ORANGE COUNTY INDUSTRIAL DEVELOPMENT AGENCY APPLICATION
APPENDIX A
CONFLICT OF INTEREST STATEMENT

Agency Board Members

1. Mike Torelli
2. Dean Tamburri
3. Vincent Odock
4. James Rinaldi
5. Susan Walski

Agency Officers/Staff

1. Bill Fioravanti
2. Kelley Reilly

Agency Lead Counsel

1. Bousquet Holstein, PLLC
2. Hodgson Russ LLP

The Application has received from the Agency a list of members, officers, and staff of the Agency. To the best of my knowledge, no member, officer, or employee of the Agency has an interest, whether direct or indirect, in any transaction contemplated by this Application, except as hereinafter described:

Signature:



Authorized Representative: Holly Sullivan

Title:

Vice President

Date:

2/8/23

ATTACHMENT H

Attachment H –Amazon.com Services LLC

Orange County Industrial Development Agency

Application for Financial Assistance: Co-Applicant Information

VERIFICATION

STATE OF Virginia)
) SS.:
COUNTY OF Alexandria)

Holly Sullivan, deposes and says that she is the Vice President of Amazon.com Services LLC (the "Applicant") and that that s/he is the CEO or a person authorized to bind the Applicant, and has personally completed and read the foregoing Application, which includes and incorporates the Supplement and all attachments and exhibits, and knows the contents thereof and that the same is true, accurate, and complete to her/his knowledge, as subscribed and affirmed under the penalties of perjury. The grounds of deponent's beliefs relative to all matters in the said Application are stated upon her/his own personal knowledge and information acquired by deponent in the course of her/his duties/responsibilities for the Applicant and from the books and papers of the Applicant and not on any independent review or investigation of any agreements, instruments or records to which Applicant may be a party or subject to, and without any review or investigation as to the existence of any claims, litigation, actions, proceedings, pending or threatened against or relating to the Applicant. The deponent also acknowledges the receipt of the schedules attached to the Application, including but not limited to the Agency's fee schedule and assumes responsibility for payment of any and all applicable fees as described therein. Deponent further acknowledges review and understanding of the Agency's published policies, including but not limited to the Agency's Recapture Policy, and agrees on behalf of the Applicant to be bound by and comply with, all such policies.

Holly Sullivan
Applicant Representative's Signature
Vice President
Title

Subscribed and sworn to before me this
8 day of February, 20 23.

Theresa H. Hays
Notary Public



ATTACHMENT I

Attachment I - Amazon.com Services LLC

Orange County Industrial Development Agency

Application for Financial Assistance: Co-Applicant Information

LABOR POLICY

Adopted 01-12-17

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 and Westchester 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 by 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.

In addition, applicants receiving IDA benefits and Contractors on the project shall make every reasonable effort to utilize vendors, material suppliers, subcontractors and professional services from Orange County and the surrounding counties. Applicants and contractors shall be required to keep records of those local vendors, material suppliers, contractors and professional services whom they have solicited and with whom they have contracted with or awarded. This shall be stored in a binder on site and shall be easily available for review by an authorized representative of the IDA, such as the IDA's 3rd party monitor. It shall include any documents for solicitation and contracts. 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. Contact information for the applicant's representative who will be responsible and accountable for providing information about the bidding and awarding of construction contracts relative to the applicant's project;
2. 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;
3. 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
4. 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. Contractors' 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.


Application Signature

Amazon.com Services LLC

Company Name

Holly Sullivan

Print Name of above signer

hollyss@amazon.com

Email/phone of Applicant


Date

Signature of CM, GC or SC

Company Name

Print Name of above signer

Email/phone of CM/GC/SC

Date