



16-010

Clear Key,

LLC

LOEWKE BRILL

C O N S U L T I N G G R O U P , I N C

Project # - 16-010

Project Name – Clear Key, LLC

Inspections Dates/Compliance:

- 5/31/17 – 91%
- 6/26/17 – 56%
- 7/19/17 – 73%
- 8/1/17– 83%
- 9/8/17 – 61%
- 10/12/17 -68%
- 11/29/17 – 100%
- 12/28/17 – 88%

Weekly Totals Combined (6/5/17-1/21/18): 6,123

Weekly Out of Area Totals Combined (6/5/17-1/21/18): 955

Total Compliance: 84%

Waivers: 0

Certificate of Occupancy Issue Date: 1/22/18

Summary:

The project fell just a hair short of the 85% local labor threshold. This could be due to labor monitoring being switched to 3 separate individuals over the course of the project. Though we made several attempts to obtain missing contractor paperwork, our calls and messages were not returned.

HARRIS BEACH PLC
ATTORNEYS AT LAW

99 GARNSEY ROAD
PITTSFORD, NY 14534
(585) 419-8800

RUSSELL E. GAENZLE
DIRECT: (585) 419-8718
FAX: (585) 419-8816
RGAENZLE@HARRISBEACH.COM

March 9, 2017

Linda Gagliardi, Member
Clear Key II, LLC
15 Bailie Lane
Monroe, New York 10950

RE: Orange County Industrial Development Agency
Clear Key II, LLC Project
State Route 208 in the Village of South Blooming Grove, Orange County, NY

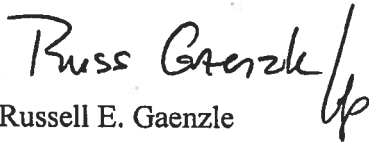
Dear Linda:

Enclosed are the documents which provide for sales tax exemption for the project referenced above. **Please review the enclosed package carefully to ensure full compliance with New York State sales tax requirements so they do not jeopardize your Company's benefits.**

Please return to me a copy of the fully executed/notarized Agent Agreement (e-mail is fine).

If you have any questions or need any additional information, please do not hesitate to contact me or my paralegal, Lori Palmer at (585) 419-8681.

Very truly yours,


Russell E. Gaenzle

Enclosures

CLEAR KEY II, LLC

to

ORANGE COUNTY INDUSTRIAL DEVELOPMENT AGENCY

AGENT, FINANCIAL ASSISTANCE AND PROJECT AGREEMENT

Dated as of March 1, 2017

AGENT, FINANCIAL ASSISTANCE AND PROJECT AGREEMENT

THIS AGENT, FINANCIAL ASSISTANCE AND PROJECT AGREEMENT (hereinafter, the "Agent Agreement"), dated as of March 1, 2017, is by and between the **ORANGE COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation of the State of New York, having its offices at Orange County Business Accelerator, 4 Crotty Lane, Suite 100, New Windsor, New York 12553 (the "Agency"), and **CLEAR KEY II, LLC**, a limited liability company duly formed and validly existing under the laws of the State of New York with offices at 15 Bailie Lane, Monroe, New York 10950 (the "Company").

WITNESSETH:

WHEREAS, the Agency was created by Chapter 390 of the Laws of 1972 of the State of New York pursuant to Title I of Article 18-A of the General Municipal Law of the State of New York (collectively, the "Act") as a body corporate and politic and as a public benefit corporation of the State of New York; and

WHEREAS, the Company has submitted an application (the "Application") to the Agency requesting the Agency's assistance with respect to a certain project (the "Project") consisting of (i) the acquisition by the Agency of a leasehold or other interest in an approximately 11±-acre parcel of land located on State Route 208 in the Village of South Blooming Grove, Orange County, New York [TMID #: Part of 219-1-1] (the "Land"), (ii) the construction on the Land of an approximately 40,000 square-foot Sleep Inn & Suites hotel (the "Improvements"); and (iii) the acquisition and installation in, on and around the Improvements of certain items of equipment and other tangible personal property, including, but not limited to, beds, dressers, carpeting, tables, chairs, HVAC systems, plumbing and electrical fixtures and elevators (collectively, the "Equipment" and, together with the Land and the Improvements, the "Facility"); and

WHEREAS, by Resolution adopted on August 11, 2016 (the "Resolution"), the Agency authorized the Company to act as its agent for the purposes of undertaking the Project subject to the Company entering into this Agent Agreement; and

WHEREAS, by the Resolution, the Agency approved certain benefits and financial assistance in connection with the Project consisting of: (a) an exemption from all New York State and local sales and use tax for purchases and rentals related to the Project with respect to the qualifying personal property included in or incorporated into the Facility or used in the acquisition, construction or equipping of the Facility, (b) if necessary, an exemption from mortgage recording tax, and (c) a partial abatement from real property taxes conferred through a certain Tax Agreement (the "Tax Agreement") requiring the Company to make payments-in-lieu-of-taxes ("Tax Payments") for the benefit of each municipality and school district having taxing jurisdiction over the Project (collectively, the sales and use tax exemption benefit, the mortgage recording tax benefit, if any, and the partial abatement from real property taxes benefit, are hereinafter collectively referred to as the "Financial Assistance"); and

WHEREAS, pursuant to and in accordance with Sections 859-a and 874 of the Act, the Agency requires, as a condition and as an inducement for it to provide the Financial Assistance, that the Company enter into this Agent Agreement for the purposes of, among other things, to govern administration of and provide assurances with respect to the provision and recapture of said Financial Assistance upon the terms herein set forth; and

WHEREAS, this Agent Agreement sets forth the terms and conditions under which Financial Assistance shall be provided to the Company; and

WHEREAS, no agent status in favor of the Company or any subagent thereof, nor any amount of Financial Assistance shall be provided to the Company by the Agency prior to the effective date of this Agent Agreement.

NOW THEREFORE, in consideration of the covenants herein contained and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

1. Purpose of Project and Scope of Agency. The purpose of the Agency's provision of Financial Assistance with respect to the Project is to promote, develop, encourage and assist in the undertaking of the Project to advance job opportunities, health, general prosperity and economic welfare of the people of Orange County, New York, and to specifically promote the investment, employment and other commitments of the Company contained herein and in the Company's Application.

Pursuant to the Resolution, the Agency has appointed the Company as agent to undertake the Project. The Company hereby agrees to limit its activities as agent for the Agency under the authority of the Resolution to acts reasonably related to the acquisition and installation of certain machinery, equipment and building materials, all for incorporation and installation thereof in and around the Facility. Pursuant to the Resolution and this Agent Agreement, the Company has the power to delegate such agency, in whole or in part, to agents, subagents, contractors, subcontractors, contractors and subcontractors of such agents and subagents and to such other parties as the Company chooses including but not limited to the individuals and entities described on Schedule A attached hereto (collectively, the "Subagent"). The Company shall have the right to amend Schedule A from time to time and shall be responsible for maintaining an accurate list of all parties acting as agent of the Agency. The Company's right to appoint subagents is expressly conditioned upon updating Schedule A, hereto, along with the timely filing of Form ST-60 (non-primary) for each subagent, with such updated Schedule A and a copy of and proof of filing of such ST-60 (non-primary) being immediately filed with the Agency. The right of the Company and all duly appointed subagents to act as agent of the Agency shall expire on **December 31, 2017**, unless extended as contemplated by the Resolution. The aggregate amount of work performed by the Company and all subagents as agent for the Agency shall not exceed the amounts identified in the Resolution and Section 2(h)(i) of this Agent Agreement.

All contracts entered into by the Company and all subagents thereof as agent for the Agency shall include the language contained in Schedule B, hereto. **Failure by the Company and/or any subagent thereof to include such language shall disqualify the agent status and sales tax exemptions derived by virtue of this Agent Agreement. The Company, for itself and on behalf of all duly appointed subagents, hereby agrees that all contracts entered into by the Company and any subagents thereof shall be available to the Agency for inspection and confirmation of the foregoing mandatory language.**

2. Representations and Covenants of the Company. The Company makes the following representations and covenants in order to induce the Agency to proceed with the Project:

(a) The Company is a limited liability company formed, validly existing and in good standing under the laws of the State of New York, has the authority to enter into this Agent Agreement, and has duly authorized the execution and delivery of this Agent Agreement.

(b) Neither the execution and delivery of this Agent Agreement, the consummation of the transactions contemplated hereby nor the fulfillment of or compliance with the provisions of this Agent Agreement will conflict with or result in a breach of any of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Company is a party or by which it is bound, or will constitute a default under any of the foregoing, or result in the creation or imposition of any lien of any nature upon any of the property of the Company under the terms of any such instrument or agreement.

(c) The Facility and the operation thereof will conform with all applicable zoning, planning, and building laws and regulations of governmental authorities having jurisdiction over the Facility, and the Company shall defend, indemnify and hold the Agency harmless from any liability or expenses resulting from any failure by the Company to comply with the provisions of this subsection (c).

(d) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body pending or, to the knowledge of the Company, threatened against or affecting the Company, to which the Company is a party, and in which an adverse result would in any way diminish or adversely impact on the Company's ability to fulfill its obligations under this Agent Agreement.

(e) The Company covenants that the Facility will comply in all respects with all environmental laws and regulations, and, except in compliance with environmental laws and regulations, (i) that no pollutants, contaminants, solid wastes, or toxic or hazardous substances will be stored, treated, generated, disposed of, or allowed to exist on the Facility except in compliance with all material applicable laws, (ii) that the Company will take all reasonable and prudent steps to prevent an unlawful release of hazardous substances onto the Facility or onto any other property, (iii) that no asbestos will be incorporated into or disposed of on the Facility, (iv) that no underground storage tanks will be located on the Facility, and (v) that no investigation, order, agreement, notice, demand or settlement with respect to any of the above is threatened, anticipated, or in existence. The Company upon receiving any information or notice contrary to the representations contained in this Section shall immediately notify the Agency in

writing with full details regarding the same. The Company hereby releases the Agency from liability with respect to, and agrees to defend, indemnify, and hold harmless the Agency, its executive director, directors, members, officers, employees, agents (other than the Company), representatives, successors, and assigns from and against any and all claims, demands, damages, costs, orders, liabilities, penalties, and expenses (including reasonable attorneys' fees) related in any way to any violation of the covenants or failure to be accurate of the representations contained in this Section. In the event the Agency in its reasonable discretion deems it necessary to perform due diligence with respect to any of the above, or to have an environmental audit performed with respect to the Facility, the Company agrees to pay the expenses of same to the Agency upon demand.

(f) Any personal property acquired by the Company in the name of the Agency shall be located in the Village of South Blooming Grove, Orange County, New York, except for temporary periods during ordinary use.

(g) In accordance with Section 875(3) of the New York General Municipal Law, the policies of the Agency, and the Resolution, the Company covenants and agrees that it may be subject to a Recapture Event Determination (as hereinafter defined) resulting in the potential recapture and/or termination of any and all Financial Assistance, as described below, if the Company receives, or any duly appointed subagents receives any Financial Assistance from the Agency, and it is determined by the Agency that (each a "Recapture Event Determination"):

(1) the Company or its Subagents, if any, authorized to make purchases for the benefit of the Project is not entitled to the sales and use tax exemption benefits; or

(2) the sales and use tax exemption benefits are in excess of the amounts authorized by the Agency to be taken by the Company or its Subagents, if any; or

(3) the sales and use tax exemption benefits are for property or services not authorized by the Agency as part of the Project; or

(4) the Company has made a material false or misleading statement, or omitted any information which, if included, would have rendered any information in the application or supporting documentation false or misleading in any material respect, on its application for Financial Assistance; or

(5) the Company fails to meet and maintain the following thresholds and requirements:

(i) The Company recognizes and acknowledges that the Agency is entering into this Agent Agreement based in part on representations made by the Company in its application to the Agency, dated on or about February 18, 2016 (the "Application") regarding job creation and retention at the Facility.

(ii) For the purposes of this Agent Agreement, "Full-Time Equivalent Employee" shall mean, with respect to any specific date or period, a person or persons directly employed on such date or during such period by the Company (inclusive of its affiliates, tenants and other occupants and users of the Facility),

and who shall on such date or for such period have carried out the terms of such employment on a "full-time equivalent basis" at the Facility. "Full-time Equivalent basis" shall mean a person or persons who shall on an aggregate basis work at least 35 hours per week, or 140 hours per month which shall be measured on a quarter annual basis.

(iii) The Application represents that, for the purpose of this Agent Agreement, the Company intends to employ and maintain for the term of the Tax Agreement, a workforce of no less than 20 employees which in the aggregate shall work at least 35 hours per week at the Facility, as of December 31, 2017.

(iv) The Company is required under this Agent Agreement and hereby agrees to submit a copy of quarterly NYS-45 reports, and any other reports required by the Agency to evidence the employment commitment.

(v) If it is determined upon review of the Annual Report that the number of Full-Time Employees at the Facility is less than what was represented in the Application (the "Employment Target"), the Agency shall have the right to require the Company pay to the Agency for the benefit of the Affected Tax Jurisdictions an amount equal to the benefits provided hereunder and any sales and mortgage tax exemptions provided by the Agency to the Company in connection with the Project.

(vi) In addition, in the event that (i) the Company closes or sells/transfers the Facility without the consent of the Agency; (ii) the use of the Facility or contemplated business activities at the Facility are materially changed or modified; (iii) there is a material non-compliance by the Company with the Lease Agreement, Leaseback Agreement, Tax Agreement or any other agreement with the Agency or any state or federal law or regulation, Agency shall have the right to require the Company pay to the Agency for the benefit of the Affected Tax Jurisdictions an amount equal to the benefits provided hereunder and any sales, real property tax and mortgage tax exemptions, if any, provided by the Agency to the Company in connection with the Project.

In order to certify and verify the foregoing, the Company shall annually complete and submit to the Agency the Annual Certification Report in the form attached hereto as **Exhibit F. Failure by the Company to complete and submit said form to the Agency by February 15 of each year that the Tax Agreement is valid, shall constitute an Event of Default hereunder, whereby the Agency, in its sole and absolute discretion, may terminate this Agent Agreement and/or the Tax Agreement and recapture any or all Financial Assistance.**

If the Agency makes a Recapture Event Determination, the Company agrees and covenants that it will (i) cooperate with the Agency in its efforts to recover or recapture any or all Financial Assistance obtained by the Company and (ii) promptly pay over any or all such amounts to the Agency that the Agency demands in connection therewith. Upon receipt of such amounts, the Agency shall then redistribute such amounts to the appropriate affected tax jurisdiction(s). The Company further understands and agrees that in the event that the Company

fails to pay over such amounts to the Agency, the New York State Tax Commissioner and/or local taxing authorities may assess and determine the Financial Assistance due from the Company, together with any relevant penalties and interest due on such amounts.

(h) The Company further: (i) covenants that the purchase of goods and services relating to the Project and subject to New York State and local sales and use taxes are estimated in an amount up to **\$2,989,665** unless subsequently modified and approved by the Agency, and, therefore, the value of the sales and use tax exemption benefits authorized and approved by the Agency, subject to Section 2(g) of this Agent Agreement, cannot exceed **\$243,000** unless subsequently modified and approved by the Agency, (ii) confirms that if there is mortgage recording tax exemption granted, the amount shall not exceed **\$73,500** unless subsequently modified and approved by the Agency, and (iii) and confirms that real property tax abatement benefits to be provided to the Company shall conform to those contained within the Tax Agreement, a form of such Tax Agreement is attached hereto as **Exhibit D**.

(i) The Company further covenants and agrees to complete "IDA Appointment of Project Operator or Agent For Sales Tax Purposes" (NYS Form ST-60), in the form attached hereto as **Exhibit A**, for each Subagent, if any, and such other parties as the Company chooses who provide materials, equipment, supplies or services and forward said form to the State Department of Taxation and Finance within thirty (30) days of appointment.

(j) The Company acknowledges and agrees that all purchases made in furtherance of the Project shall be made using "IDA Agent or Project Operator Exempt Purchase Certificate" (NYS Form ST-123, a copy of which is attached hereto as **Exhibits B-1 and B-2**), and it shall be the responsibility of the Company (and not the Agency) to complete NYS Form ST-123. The Company acknowledges and agrees that it shall identify the Project on each bill and invoice for such purchases and further indicate on such bills or invoices that the Company is making purchases of tangible personal property or services for use in the Project as agent of the Agency. For purposes of indicating who the purchaser is, the Company acknowledges and agrees that the bill or invoice should state, "I, [NAME OF COMPANY OR SUBAGENT], certify that I am a duly appointed agent of the ORANGE COUNTY INDUSTRIAL DEVELOPMENT AGENCY and that I am purchasing the tangible personal property or services for use in the Clear Key II, LLC Project located on State Route 208 in the Village of South Blooming Grove, Orange County, New York, IDA Project Number 3305-17-01A". For convenience purposes, in the instance where the vendor does not print on each invoice the acknowledgment as described in the prior sentence, an "Invoice Rider" (a copy of which is attached hereto as **Exhibit B-3**) can be utilized for record keeping purposes.

(k) The Company further covenants and agrees to file an annual statement with the State Department of Taxation and Finance on "Annual Report of Sales and Use Tax Exemptions" (NYS Form ST-340, a copy of which is attached hereto as **Exhibit C**) regarding the value of sales and use tax exemptions the Company and its Subagents, if any, have claimed pursuant to the agency conferred on the Company with respect to the Project in accordance with General Municipal Law Section 874(8). The Company further covenants and agrees that it will, within thirty (30) days of each filing, provide a copy of same to the Agency; provided, however, in no event later than February 15th of each year. The Company understands and agrees that the failure

to file such annual statement will result in the removal of the Company's authority to act as agent of the Agency.

(l) The Company acknowledges and agrees that, except to the extent of bond proceeds (to the extent bonds are issued by the Agency with respect to the Project), the Agency shall not be liable, either directly or indirectly or contingently, upon any such contract, agreement, invoice, bill or purchase order in any manner and to any extent whatsoever (including payment or performance obligations), and the Company shall be the sole party liable thereunder.

(m) The Company covenants and agrees that it will (i) maintain its existence and not dissolve, (ii) continue to be a limited liability company subject to service of process in the State and either organized under the laws of the State, or organized under the laws of any other state of the United States and duly qualified to do business in the State, (iii) not liquidate, wind-up or dissolve or otherwise sell, assign, or dispose of all or substantially all of its property, business or assets. This Agent Agreement may not be assigned in whole or part without the prior written consent of the Agency.

(n) The Company confirms and acknowledges under the penalty of perjury that as of the date hereof, the Company, as owner, occupant, or operator of the Project receiving Financial Assistance from the Agency in connection with the Project, is in substantial compliance with all applicable local, state and federal tax, worker protection and environmental laws, rules and regulations. The Company agrees that it will, throughout the term of this Agent Agreement, promptly comply in all material respects with all statutes, codes, laws, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of all federal, state, county, municipal and other governments, departments, commissions, boards, companies or associations insuring the premises, courts, authorities, officials and officers, foreseen or unforeseen, ordinary or extraordinary, which now or at any time hereafter may be applicable to the Facility or any part thereof, or to any use, manner of use or condition of the Facility or any part thereof. Notwithstanding the foregoing, the Company may in good faith contest the validity of the applicability of any requirement of the nature referred to this Section 2(n). In such event, the Company, with the prior written consent of the Agency (which shall not be unreasonably conditioned, delayed or withheld) may fail to comply with the requirement or requirements so contested during the period of such contest and any appeal therefrom unless the Agency shall notify the Company that it must comply with such requirement or requirements.

(o) The Company covenants and agrees that it has reviewed the Agency's Labor Policy and agrees that at least 85% of the construction workers, as that term is defined in the Labor Policy, shall, pursuant to said policy, reside within one of the following counties in the State of New York: Orange, Dutchess, New York, Putnam, Rockland, Sullivan, Ulster or Westchester, unless the Agency's Executive Director or Chief Operating Officer exempts the Company from such requirement.

3. Hold Harmless Provision. The Company hereby releases the Agency from, agrees that the Agency shall not be liable for, and agrees to indemnify, defend and hold the Agency and its executive director, directors, members, officers, employees, agents (other than the Company), representatives, successors and assigns harmless from and against, any and all (i)

liability for loss or damage to property or injury to or death of any and all persons that may be occasioned by any cause whatsoever pertaining to the Facility or arising by reason of or in connection with the occupation or the use thereof or the presence on, in or about the Facility or breach by the Company of this Agent Agreement or (ii) liability arising from or expense incurred by the Agency's financing, acquiring, constructing, equipping, owning and leasing of the Equipment or of the Facility, including without limiting the generality of the foregoing, all causes of action and reasonable attorneys' fees and any other expenses incurred in defending any suits or actions which may arise as a result of any of the foregoing. The foregoing indemnities shall apply notwithstanding the fault or negligence on the part of the Agency, or any of its respective executive director, directors, members, officers, agents or employees and irrespective of the breach of a statutory obligation or the application of any rule of comparative or apportioned liability, except that such indemnities will not be applicable with respect to willful misconduct or gross negligence on the part of the Agency or any other person or entity to be indemnified.

4. Insurance Required. Effective as of the date hereof and until the Agency consents in writing to a termination, the Company shall maintain or cause to be maintained insurance against such risks and for such amounts as are customarily insured against by businesses of like size and type and paying, as the same become due and payable, all premiums in respect thereto, including, but not necessarily limited to:

(a) (i) Insurance against loss or damage by fire, lightning and other casualties, with a uniform standard extended coverage endorsement, such insurance to be in an amount not less than the full replacement value of the Facility, exclusive of excavations and foundations, as determined by a recognized appraiser or insurer selected by the Company or (ii) as an alternative to the above requirements (including the requirement of periodic appraisal), the Company may insure the Facility under a blanket insurance policy or policies covering not only the Facility but other properties as well. Such insurance shall have a commercially reasonable deductible.

(b) Workers' compensation insurance, disability benefits insurance, and each other form of insurance which the Agency or the Company is required by law to provide, covering loss resulting from injury, sickness, disability or death of employees of the Company who are located at or assigned to the Facility.

(c) Insurance against loss or losses from liabilities imposed by law or assumed in any written contract and arising from personal injury and death or damage to the property of others caused by any accident or occurrence, with limits of not less than **\$1,000,000** per accident or occurrence on account of personal injury, including death resulting therefrom, and **\$1,000,000** per accident or occurrence on account of damage to the property of others, excluding liability imposed upon the Company by any applicable workers' compensation law; and a blanket excess liability policy in the amount not less than **\$3,000,000**, protecting the Company against any loss or liability or damage for personal injury or property damage.

5. Additional Provisions Respecting Insurance. (a) Such insurance may be written with deductible amounts comparable to those on similar policies carried by other companies engaged in businesses similar in size, character and other respects to those in which the Company is engaged. All policies evidencing such insurance shall provide for payment of the

losses of the Company and the Agency as their respective interests may appear. The Company shall cause all contractors and agents of the Company undertaking the Project to carry and provide evidence of insurance as required within Section 4(a) and 4(b) of this Agent Agreement, with the Agency named as an additional insured.

(b) All such certificates of insurance of the insurers indicating that such insurance is in force and effect, and all policies (if applicable), shall be deposited with the Agency on the date hereof. At least thirty (30) days prior to expiration of the policy evidenced by said certificates, the Company shall furnish the Agency evidence that the policy has been renewed or replaced or is no longer required by this Agent Agreement.

6. This Agent Agreement may be executed in any number of counterparts each of which shall be deemed an original but which together shall constitute a single instrument.

7. All notices, claims and other communications hereunder shall be in writing and shall be deemed to be duly given if personally delivered or mailed first class, postage prepaid, or by a nationally-recognized overnight courier, addressed as follows:

To the Agency: Orange County Industrial Development Agency
Orange County Business Accelerator
4 Crotty Lane, Suite 100
New Windsor, New York 12553
Attn.: Laurie Villasuso, Chief Operating Officer and
Executive Vice President

With a Copy to: Kevin T. Dowd, Esq.
Attorney - Orange County IDA
46 Daisy Lane
Montgomery, New York 12549

And to: Harris Beach PLLC
99 Garnsey Road
Pittsford, New York 14534
Attn.: Russell E. Gaenzle, Esq.

To the Company: Clear Key II, LLC
15 Bailie Lane
Monroe, New York 10950
Attn.: Linda Gagliardi, Managing Member

With a Copy to: Dickover, Donnelly & Donovan, LLP
28 Bruen Place, P.O. Box 610
Goshen, New York 10924
Attn.: David A. Donovan, Esq.

or at such other address as any party may from time to time furnish to the other party by notice given in accordance with the provisions of this Section. All notices shall be deemed given when mailed or personally delivered in the manner provided in this Section.

8. This Agent Agreement shall be governed by, and all matters in connection herewith shall be construed and enforced in accordance with, the laws of the State of New York applicable to agreements executed and to be wholly performed therein and the parties hereto hereby agree to submit to the personal jurisdiction of the federal or state courts located in Orange County, New York.

9. The warranties, representations, obligations and covenants of the Company under this Agent Agreement shall be absolute and unconditional and shall remain in full force and effect during the term of this Agent Agreement, shall be deemed to have been relied upon by the Agency, and shall survive the delivery and termination of this Agent Agreement to the Agency, regardless of any investigation made by the Agency. This Agent Agreement shall survive any termination or expiration of the Leaseback Agreement or the Tax Agreement, as described below.

10. The parties are contemplating that unless the Agency and Company enter into a Lease Agreement (the "Lease Agreement"), and related Leaseback Agreement (the "Leaseback Agreement"), the Company agrees not to take title to any real property as agent for the Agency. The Agency will provide the Company with a bill of sale (a form of which is attached hereto as Exhibit E) which sells, transfers and delivers unto the Company and its successors and assigns, all Equipment which were acquired and installed and/or are to be acquired and installed by the Company as agent for the Agency pursuant to this Agent Agreement which Equipment is located or intended to be located within and used exclusively in furtherance of the operations of the Facility.

11. The Company covenants and agrees to pay all fees, costs and expenses incurred by the Agency, as set forth in the Application, for (a) legal services, including but not limited to those provided by the Agency's general counsel or bond/transaction counsel, (b) other consultants retained by the Agency, if any, in connection with the Project; and (c) with respect to Agency's enforcement of any event of default or failure to comply with the terms of this Agent Agreement (including reasonable attorney fees). The Company further covenants and agrees that the Company is liable for payment to the Agency of all charges referred to above, as well as all other actual costs and expenses incurred by the Agency in undertaking the Project notwithstanding the occurrence of any of (i) the Company's withdrawal, abandonment, cancellation or failure to pursue the Project; (ii) the inability of the Agency or the Company to procure the services of one or more financial institutions to provide financing for the Project; or (iii) the Company's failure, for whatever reason, to undertake and/or successfully complete the Project.

[Remainder of Page Intentionally Left Blank]

[Signature Page to Agent, Financial Assistance and Project Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Agent Agreement as of the day and year first above written.

**ORANGE COUNTY INDUSTRIAL
DEVELOPMENT AGENCY**

By: 

Laurie Villasuso, Chief Operating Officer and
Executive Vice President

CLEAR KEY II, LLC


By: _____

Linda Gagliardi, Managing Member

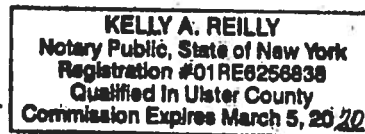
[Acknowledgment Page to Agent, Financial Assistance and Project Agreement]

STATE OF NEW YORK)
COUNTY OF ORANGE) SS.:

On the ____ day of March in the year 2017, before me, the undersigned, personally appeared **Laurie Villasuso**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public



STATE OF NEW YORK)
COUNTY OF ORANGE) SS.:

On the ____ day of March in the year 2017, before me, the undersigned, personally appeared **Linda Gagliardi**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

SCHEDULE A

LIST OF APPOINTED AGENTS¹

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____

¹ FOR EACH AGENT APPOINTED BY THE COMPANY, A NYS FORM ST-60 MUST BE COMPLETED AND FILED BY THE COMPANY WITH THE NYS DEPARTMENT OF TAXATION AND FINANCE IDA UNIT INDICATING THE APPOINTMENT OF SUCH AGENT OF THE COMPANY.

SCHEDULE B

MANDATORY AGENT AND SUBAGENT CONTRACT LANGUAGE

"This contract is being entered into by [NAME OF COMPANY OR NAME OF SUBAGENT] (the "Agent"), as agent for and on behalf of the **ORANGE COUNTY INDUSTRIAL DEVELOPMENT AGENCY** (the "Agency"), in connection with a certain project of the Agency for the benefit of **CLEAR KEY II, LLC**, consisting in part of the acquisition and installation of certain machinery, equipment and building materials, all for incorporation and installation in certain premises located on State Route 208 in the Village of South Blooming Grove, Orange County, New York [TMID #: Part of 219-1-1] (the "Premises"). The acquisition of the machinery, equipment and building materials to be incorporated and installed in the Premises and all services and rentals of equipment related to the acquisition, construction and equipping of the Project shall be exempt from all New York State and local sales and use taxes if the acquisition thereof is effected in accordance with the terms and conditions set forth in the attached sales tax exemption information letter of the Agency; and the Agent hereby represents that this contract is in compliance with the terms of the Agent, Financial Assistance and Project Agreement, by and between Clear Key II, LLC and the Agency dated as of March 1, 2017. This contract is non-recourse to the Agency, and the Agency shall not be directly, indirectly or contingently liable or obligated hereunder in any manner or to any extent whatsoever. By execution or acceptance of this contract, the vendor/contractor hereby acknowledges and agrees to the terms and conditions set forth in this paragraph."

EXHIBIT A

**FORM OF NYS FORM ST-60 TO BE COMPLETED BY COMPANY AND FILED WITH
THE NYS TAX DEPARTMENT IDA UNIT FOR EACH OF ITS SUBAGENTS WITHIN
THIRTY (30) DAYS OF APPOINTMENT**

[See Attached]



IDA Appointment of Project Operator or Agent For Sales Tax Purposes

ST-60

(4/13)

The industrial development agency or authority (IDA) must submit this form within 30 days of the appointment of a project operator or agent, whether appointed directly by the IDA or indirectly by the operator or another agent.

For IDA use only

Name of IDA Orange County Industrial Development Agency		IDA project number (use OSC numbering system for projects after 1996) 3305-17-01A	
Street address Orange County Business Accelerator, 4 Crotty Lane, Suite 100		Telephone number (845) 234-4192	
City New Windsor		State NY	ZIP code 12553
Name of IDA project operator or agent		Mark an X in the box if directly appointed by the IDA: <input type="checkbox"/>	Employer identification or social security number
Street address		Telephone number ()	Primary operator or agent? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
City		State	ZIP code
Name of project Clear Key II, LLC Project		Purpose of project (see instructions) services	
Street address of project site Part of State Route 208			
City South Blooming Grove (Village)		State NY	ZIP code 10914
Description of goods and services intended to be exempted from New York State and local sales and use taxes Materials, equipment, services and other tangible personal property used in connection with the construction and equipping of an approx. 40,000 sq. ft. hotel to be located on part of State Route 208 in the Village of South Blooming Grove, Orange County, New York.			
Date project operator or agent appointed (mm/dd/yy)		Date project operator or agent status ends (mm/dd/yy) 12/31/17	Mark an X in the box if this is an extension to an original project: <input type="checkbox"/>
Estimated value of goods and services that will be exempt from New York State and local sales and use tax: \$2,989,665 (All Agents, All In)		Estimated value of New York State and local sales and use tax exemption provided: \$243,000 (All Agents, All In)	
Certification: I certify that the above statements are true, complete, and correct, and that no material information has been omitted. I make these statements with the knowledge that willfully providing false or fraudulent information with this document may constitute a felony or other crime under New York State Law, punishable by a substantial fine and possible jail sentence. I also understand that the Tax Department is authorized to investigate the validity of any information entered on this document.			
Print name of officer or employee signing on behalf of the IDA Laurie Villaguso		Print title Chief Operating Officer & Executive Vice President	
Signature 		Date	Telephone number (845) 234-4182

Instructions

Filing requirements

An IDA must file this form within 30 days of the date the IDA appoints any project operator or other person as agent of the IDA, for purposes of extending any sales and compensating use tax exemptions.

The IDA must file a separate form for each person it appoints as agent, whether directly or indirectly, and regardless of whether the person is the primary project operator or agent. If the IDA authorizes a project operator or agent to appoint other persons as agent of the IDA, the operator or agent making such an appointment must advise the IDA that it has done so, so that the IDA can file a form within 30 days of the date of the new agent's appointment. The IDA should not file this form for a person hired to work on an IDA project if that person is not appointed as agent of the IDA. The IDA need not file this form if the IDA does not extend any sales or use tax exemption benefits for the project.

If an IDA modifies a project, such as by extending it beyond its original completion date, or by increasing or decreasing the amount of sales and use tax exemption benefits authorized for the project, the IDA must, within 30 days of the change, file a new form with the new information.

If an IDA amends, revokes, or cancels the appointment of an agent, or if an agent's appointment becomes invalid for any reason, the IDA must, within 30 days, send a letter to the address below for filing this form, indicating that the appointment has been amended, revoked, or cancelled, or is no longer valid, and the effective date of the change. It should attach to the letter a copy of the form it originally filed. The IDA need not send a letter for a form that is not valid merely because the "Completion date of project" has passed.

Purpose of project

For Purpose of project, enter one of the following:

- Services
- Agriculture, forestry, fishing
- Finance, insurance, real estate
- Transportation, communication, electric, gas, utility services
- Construction
- Wholesale trade
- Retail trade
- Manufacturing
- Other (specify)

Mailing instructions

Mail completed form to:

**NYS TAX DEPARTMENT
IDA UNIT
W A HARRIMAN CAMPUS
ALBANY NY 12227**

Privacy notification

The Commissioner of Taxation and Finance may collect and maintain personal information pursuant to the New York State Tax Law, including but not limited to sections 171, 171-a, 237, 505, 429, 475, 595, 687, 1096, 1142, and 1416 of that Law; and may require disclosure of social security numbers pursuant to 42 USC 4050(a)(2)(C)(ii).

This information will be used to determine and administer tax liabilities and, when authorized by law, for certain tax offset and exchange of tax information programs as well as for any other lawful purposes.

Information concerning quarterly wages paid to employees is provided to certain state agencies for purposes of fraud prevention, support enforcement, evaluation of the effectiveness of certain employment and training programs and other purposes authorized by law.

Failure to provide the required information may subject you to civil or criminal penalties, or both, under the Tax Law.

This information is maintained by the Manager of Document Management, NYS Tax Department, W A Harriman Campus, Albany NY 12227; telephone (518) 457-5181.

Need help?



Internet access: www.tax.ny.gov
(for information, forms, and publications)



Sales Tax Information Center: (518) 485-2889
To order forms and publications: (518) 457-5431



Text Telephone (TTY) Hotline
(for persons with hearing and speech disabilities using a TTY): (518) 485-5082

EXHIBIT B-1

**NYS FORM ST-123
FOR
COMPANY**

[See Attached]



New York State Department of Taxation and Finance
New York State Sales and Use Tax

ST-123
(2/14)

**IDA Agent or Project Operator
Exempt Purchase Certificate**

Effective for projects beginning on or after June 1, 2014

This certificate is not valid unless all entries have been completed.

Note: To be completed by the purchaser and given to the seller. See TSB-M-14(1.1)S, *Sales Tax Reporting and Recordkeeping Requirements for Industrial Development Agencies and Authorities*, for more information.

Name of seller			Name of agent or project operator Clear Key II, LLC		
Street address			Street address 15 Bailie Lane		
City, town, or village	State	ZIP code	City, town, or village	State	ZIP code
			Monroe	NY	10950
Agent or project operator sales tax ID number (see instructions) N/A					

Mark an X in one: Single-purchase certificate Blanket-purchase certificate (valid only for the project listed below)

To the seller:

You must identify the project on each bill and invoice for such purchases and indicate on the bill or invoice that the IDA or agent or project operator of the IDA was the purchaser.

Project information

I certify that I am a duly appointed agent or project operator of the named IDA and that I am purchasing the tangible personal property or services for use in the following IDA project and that such purchases qualify as exempt from sales and use taxes under my agreement with the IDA.

Name of IDA Orange County Industrial Development Agency		
Name of project Clear Key II, LLC Project	IDA project number (use OSC number) 3305-17-01A	
Street address of project site Part of State Route 208		
City, town, or village South Blooming Grove (Village)	State NY	ZIP code 10914
Enter the date that you were appointed agent or project operator (mm/dd/yy) 03 / 01 /2017	Enter the date that agent or project operator status ends (mm/dd/yy) 12 / 31 /2017	

Exempt purchases

(Mark an X in boxes that apply)

- A. Tangible personal property or services (other than utility services and motor vehicles or tangible personal property installed in a qualifying motor vehicle) used to complete the project, but not to operate the completed project
- B. Certain utility services (gas, propane in containers of 100 pounds or more, electricity, refrigeration, or steam) used to complete the project, but not to operate the completed project

N/A C. Motor vehicle or tangible personal property installed in a qualifying motor vehicle

Certification: I certify that the above statements are true, complete, and correct, and that no material information has been omitted. I make these statements and issue this exemption certificate with the knowledge that this document provides evidence that state and local sales or use taxes do not apply to a transaction or transactions for which I tendered this document and that willfully issuing this document with the intent to evade any such tax may constitute a felony or other crime under New York State Law, punishable by a substantial fine and a possible jail sentence. I understand that this document is required to be filed with, and delivered to, the vendor as agent for the Tax Department for the purposes of Tax Law section 1838 and is deemed a document required to be filed with the Tax Department for the purpose of prosecution of offenses. I also understand that the Tax Department is authorized to investigate the validity of tax exclusions or exemptions claimed and the accuracy of any information entered on this document.

Signature of purchaser or purchaser's representative (include title and relationship)	Date
Type or print the name, title, and relationship that appear in the signature box	

Instructions

To the purchaser

You may use Form ST-123 if you:

- have been appointed as an agent or project operator by an industrial development agency (IDA) and
- the purchases qualify for exemption from sales and use tax as described in the IDA contract.

You may use Form ST-123 as a single-purchase certificate or as a blanket certificate covering the first and subsequent purchases qualifying for the project listed.

Agent or project operator sales tax ID number — If you are registered with the Tax Department for sales tax purposes, you must enter your sales tax identification number on this certificate. If you are not required to be registered, enter *N/A*.

Industrial development agencies and authorities (IDAs) are public benefit corporations under General Municipal Law Article 18-A and the Public Authorities Law, for the purpose of promoting, developing, encouraging, and assisting in the acquisition, construction, reconstruction, improvement, maintenance, equipping, and furnishing of industrial, manufacturing, warehousing, commercial, research, and recreational facilities in New York State.

IDAs are exempt from the payment of sales and use tax on their purchases, in accordance with Tax Law section 1116(a)(1). However, IDAs do not normally make direct purchases for projects. Commonly, IDAs instead appoint a business enterprise or developer, contractor, or subcontractor as its agent or project operator. Such purchases made by the agent or project operator, acting within the authority granted by the IDA, are deemed to be made by the IDA and therefore exempt from tax.

Example 1: IDA agreement with its agent or project operator states that contractor X may make all purchases of materials and equipment necessary for completion of the project, as agent for the IDA. Contractor X rents a backhoe and a bulldozer for site preparation, purchases concrete and lumber to construct a building, and purchases machinery to be installed in the building. All these purchases by contractor X as agent of the IDA are exempt from tax.

Example 2: IDA agreement with its agent or project operator states that contractor X may make all purchases of materials and equipment to be incorporated into the project, as agent for the IDA. Contractor X makes the same purchases as in Example 1. Since the concrete, lumber, and machinery will actually be incorporated into the project, contractor X may purchase these items exempt from tax. However, rental of the backhoe and bulldozer is not exempt since these transactions are normally taxable and the IDA agreement does not authorize contractor X to make such rentals as agent of the IDA.

A contractor or subcontractor not appointed as agent or project operator of an IDA must present suppliers with Form ST-120.1, *Contractor Exempt Purchase Certificate*, when making purchases that are ordinarily exempt from tax in accordance with Tax Law sections 1115(a)(15) and 1115(a)(16). For more information, see Form ST-120.1.

Exempt purchases

To qualify, the purchases must be made within the authority granted by the IDA and used to complete the project (not to operate the completed project).

- Mark box A to indicate you are purchasing tangible personal property and services (other than utility services and motor vehicles or tangible personal property installed in a qualifying motor vehicle) exempt from tax.
- Mark box B to indicate you are purchasing certain consumer utility services used in completing the project exempt from tax. This includes gas, electricity, refrigeration, and steam; and gas, electric, refrigeration, and steam services.
- Mark box C to indicate you are purchasing a motor vehicle or tangible personal property related to a qualifying motor vehicle exempt from tax.

Misuse of this certificate

Misuse of this exemption certificate may subject you to serious civil and criminal sanctions in addition to the payment of any tax and interest due. These include:

- A penalty equal to 100% of the tax due;
- A \$50 penalty for each fraudulent exemption certificate issued;
- Criminal felony prosecution, punishable by a substantial fine and a possible jail sentence; and
- Revocation of your *Certificate of Authority*, if you are required to be registered as a vendor. See TSB-M-09(17)S, *Amendments that Encourage Compliance with the Tax Law and Enhance the Tax Department's Enforcement Ability*, for more information.

To the seller

When making purchases as agent or project operator of an IDA, the purchaser must provide you with this exemption certificate with all entries completed to establish the right to the exemption. You must identify the project on each bill and invoice for such purchases and indicate on the bill or invoice that the IDA or agent or project operator of the IDA was the purchaser.

As a New York State registered vendor, you may accept an exemption certificate in lieu of collecting tax and be protected from liability for the tax if the certificate is valid. The certificate will be considered valid if it is:

- accepted in good faith;
- in your possession within 90 days of the transaction; and
- properly completed (all required entries were made).

An exemption certificate is accepted in good faith when you have no knowledge that the exemption certificate is false or is fraudulently given, and you exercise reasonable ordinary due care. If you do not receive a properly completed certificate within 90 days after the delivery of the property or service, you will share with the purchaser the burden of proving the sale was exempt.

You must also maintain a method of associating an invoice (or other source document) for an exempt sale with the exemption certificate you have on file from the purchaser. You must keep this certificate at least three years after the due date of your sales tax return to which it relates, or the date the return was filed, if later.

Privacy notification

The Commissioner of Taxation and Finance may collect and maintain personal information pursuant to the New York State Tax Law, including but not limited to, sections 5-a, 171, 171-a, 287, 308, 429, 475, 505, 697, 1096, 1142, and 1415 of that Law; and may require disclosure of social security numbers pursuant to 42 USC 405(c)(2)(C)(i).

This information will be used to determine and administer tax liabilities and, when authorized by law, for certain tax offset and exchange of tax information programs as well as for any other lawful purpose.

Information concerning quarterly wages paid to employees is provided to certain state agencies for purposes of fraud prevention, support enforcement, evaluation of the effectiveness of certain employment and training programs and other purposes authorized by law.

Failure to provide the required information may subject you to civil or criminal penalties, or both, under the Tax Law.

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- get information and manage your taxes online
- check for new online services and features



Sales Tax Information Center: (518) 485-2889

To order forms and publications: (518) 457-5431



Text Telephone (TTY) Hotline
(for persons with hearing and
speech disabilities using a TTY): (518) 485-5082

EXHIBIT B-2

**NYS FORM ST-123
FOR
SUBAGENTS OF COMPANY**

[See Attached]



New York State Department of Taxation and Finance

New York State Sales and Use Tax

IDA Agent or Project Operator Exempt Purchase Certificate

Effective for projects beginning on or after June 1, 2014

ST-123

(2/14)

This certificate is not valid unless all entries have been completed.

Note: To be completed by the purchaser and given to the seller. See TSB-M-14(1.1)S, *Sales Tax Reporting and Recordkeeping Requirements for Industrial Development Agencies and Authorities*, for more information.

Name of seller	Name of agent or project operator
Street address	Street address
City, town, or village State ZIP code	City, town, or village State ZIP code
Agent or project operator sales tax ID number (see Instructions) N/A	

Mark an **X** in one: Single-purchase certificate Blanket-purchase certificate (valid only for the project listed below)

To the seller:

You must identify the project on each bill and invoice for such purchases and indicate on the bill or invoice that the IDA or agent or project operator of the IDA was the purchaser.

Project information

I certify that I am a duly appointed agent or project operator of the named IDA and that I am purchasing the tangible personal property or services for use in the following IDA project and that such purchases qualify as exempt from sales and use taxes under my agreement with the IDA.

Name of IDA Orange County Industrial Development Agency		
Name of project Clear Key II, LLC Project	IDA project number (use OSC number) 3305-17-01A	
Street address of project site Part of State Route 208		
City, town, or village South Blooming Grove (Village)	State NY	ZIP code 10914
Enter the date that you were appointed agent or project operator (mm/dd/yy)	/	/
Enter the date that agent or project operator status ends (mm/dd/yy)		12 / 31 /2017

Exempt purchases

(Mark an **X** in boxes that apply)

- A. Tangible personal property or services (other than utility services and motor vehicles or tangible personal property installed in a qualifying motor vehicle) used to complete the project, but not to operate the completed project
- B. Certain utility services (gas, propane in containers of 100 pounds or more, electricity, refrigeration, or steam) used to complete the project, but not to operate the completed project

N/A C. Motor vehicle or tangible personal property installed in a qualifying motor vehicle

Certification: I certify that the above statements are true, complete, and correct, and that no material information has been omitted. I make these statements and issue this exemption certificate with the knowledge that this document provides evidence that state and local sales or use taxes do not apply to a transaction or transactions for which I tendered this document and that willfully issuing this document with the intent to evade any such tax may constitute a felony or other crime under New York State Law, punishable by a substantial fine and a possible jail sentence. I understand that this document is required to be filed with, and delivered to, the vendor as agent for the Tax Department for the purposes of Tax Law section 1838 and is deemed a document required to be filed with the Tax Department for the purpose of prosecution of offenses. I also understand that the Tax Department is authorized to investigate the validity of tax exclusions or exemptions claimed and the accuracy of any information entered on this document.

Signature of purchaser or purchaser's representative (include title and relationship)	Date
Type or print the name, title, and relationship that appear in the signature box	

Instructions

To the purchaser

You may use Form ST-123 if you:

- have been appointed as an agent or project operator by an industrial development agency (IDA) and
- the purchases qualify for exemption from sales and use tax as described in the IDA contract.

You may use Form ST-123 as a single-purchase certificate or as a blanket certificate covering the first and subsequent purchases qualifying for the project listed.

Agent or project operator sales tax ID number — If you are registered with the Tax Department for sales tax purposes, you must enter your sales tax identification number on this certificate. If you are not required to be registered, enter *N/A*.

Industrial development agencies and authorities (IDAs) are public benefit corporations under General Municipal Law Article 18-A and the Public Authorities Law, for the purpose of promoting, developing, encouraging, and assisting in the acquisition, construction, reconstruction, improvement, maintenance, equipping, and furnishing of industrial, manufacturing, warehousing, commercial, research, and recreational facilities in New York State.

IDAs are exempt from the payment of sales and use tax on their purchases, in accordance with Tax Law section 1116(a)(1). However, IDAs do not normally make direct purchases for projects. Commonly, IDAs instead appoint a business enterprise or developer, contractor, or subcontractor as its agent or project operator. Such purchases made by the agent or project operator, acting within the authority granted by the IDA, are deemed to be made by the IDA and therefore exempt from tax.

Example 1: IDA agreement with its agent or project operator states that contractor X may make all purchases of materials and equipment necessary for completion of the project, as agent for the IDA. Contractor X rents a backhoe and a bulldozer for site preparation, purchases concrete and lumber to construct a building, and purchases machinery to be installed in the building. All these purchases by contractor X as agent of the IDA are exempt from tax.

Example 2: IDA agreement with its agent or project operator states that contractor X may make all purchases of materials and equipment to be incorporated into the project, as agent for the IDA. Contractor X makes the same purchases as in Example 1. Since the concrete, lumber, and machinery will actually be incorporated into the project, contractor X may purchase these items exempt from tax. However, rental of the backhoe and bulldozer is not exempt since these transactions are normally taxable and the IDA agreement does not authorize contractor X to make such rentals as agent of the IDA.

A contractor or subcontractor not appointed as agent or project operator of an IDA must present suppliers with Form ST-120.1, *Contractor Exempt Purchase Certificate*, when making purchases that are ordinarily exempt from tax in accordance with Tax Law sections 1115(a)(15) and 1115(a)(16). For more information, see Form ST-120.1.

Exempt purchases

To qualify, the purchases must be made within the authority granted by the IDA and used to complete the project (not to operate the completed project).

- Mark box A to indicate you are purchasing tangible personal property and services (other than utility services and motor vehicles or tangible personal property installed in a qualifying motor vehicle) exempt from tax.
- Mark box B to indicate you are purchasing certain consumer utility services used in completing the project exempt from tax. This includes gas, electricity, refrigeration, and steam; and gas, electric, refrigeration, and steam services.
- Mark box C to indicate you are purchasing a motor vehicle or tangible personal property related to a qualifying motor vehicle exempt from tax.

Misuse of this certificate

Misuse of this exemption certificate may subject you to serious civil and criminal sanctions in addition to the payment of any tax and interest due. These include:

- A penalty equal to 100% of the tax due;
- A \$50 penalty for each fraudulent exemption certificate issued;
- Criminal felony prosecution, punishable by a substantial fine and a possible jail sentence; and
- Revocation of your *Certificate of Authority*, if you are required to be registered as a vendor. See TSB-M-09(17)S, *Amendments that Encourage Compliance with the Tax Law and Enhance the Tax Department's Enforcement Ability*, for more information.

To the seller

When making purchases as agent or project operator of an IDA, the purchaser must provide you with this exemption certificate with all entries completed to establish the right to the exemption. You must identify the project on each bill and invoice for such purchases and indicate on the bill or invoice that the IDA or agent or project operator of the IDA was the purchaser.

As a New York State registered vendor, you may accept an exemption certificate in lieu of collecting tax and be protected from liability for the tax if the certificate is valid. The certificate will be considered valid if it is:

- accepted in good faith;
- in your possession within 90 days of the transaction; and
- properly completed (all required entries were made).

An exemption certificate is accepted in good faith when you have no knowledge that the exemption certificate is false or is fraudulently given, and you exercise reasonable ordinary due care. If you do not receive a properly completed certificate within 90 days after the delivery of the property or service, you will share with the purchaser the burden of proving the sale was exempt.

You must also maintain a method of associating an invoice (or other source document) for an exempt sale with the exemption certificate you have on file from the purchaser. You must keep this certificate at least three years after the due date of your sales tax return to which it relates, or the date the return was filed, if later.

Privacy notification

The Commissioner of Taxation and Finance may collect and maintain personal information pursuant to the New York State Tax Law, including but not limited to, sections 5-a, 171, 171-a, 287, 308, 429, 475, 505, 697, 1096, 1142, and 1415 of that Law; and may require disclosure of social security numbers pursuant to 42 USC 405(c)(2)(C)(i).

This information will be used to determine and administer tax liabilities and, when authorized by law, for certain tax offset and exchange of tax information programs as well as for any other lawful purpose.

Information concerning quarterly wages paid to employees is provided to certain state agencies for purposes of fraud prevention, support enforcement, evaluation of the effectiveness of certain employment and training programs and other purposes authorized by law.

Failure to provide the required information may subject you to civil or criminal penalties, or both, under the Tax Law.

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 Visit our Web site at www.tax.ny.gov

- get information and manage your taxes online
- check for new online services and features

 Sales Tax Information Center: (518) 485-2889

To order forms and publications: (518) 457-5431


 Text Telephone (TTY) Hotline
(for persons with hearing and speech disabilities using a TTY): (518) 485-5082

EXHIBIT B-3

INVOICE RIDER FORM

I, _____, the
_____ of _____
certify that I am a duly appointed agent of the Orange County Industrial
Development ("Agency") and that I am purchasing the tangible personal property
or services for use in the following Agency Project and that such purchases
qualify as exempt from sales and use taxes under the Agent, Financial Assistance
and Project Agreement, dated as of March 1, 2017, by and between the Agency
and Clear Key II, LLC.

Name of the Project: Clear Key II, LLC Project

Street address of the Project Site: State Route 208
Village of South Blooming Grove
Orange County, New York
[TMID #: Part of 219-1-1]

IDA OSC project number: 3305-17-01A

EXHIBIT C

**NYS FORM ST-340 TO BE COMPLETED BY THE COMPANY AND FILED
ANNUALLY WITH THE NYS TAX DEPARTMENT IDA UNIT NO LATER THAN
FEBRUARY 15TH OF EACH YEAR**

[See Attached]



Annual Report of Sales and Use Tax Exemptions Claimed by Agent/Project Operator of Industrial Development Agency/Authority (IDA)

For Period Ending December 31, _____ (enter year)

Project information

Name of IDA agent/project operator: Clear Key II, LLC Federal employer identification number (FEIN): 46-4655971

Street address: 15 Bailie Lane Telephone number: (845) 783-8172

City: Monroe State: NY ZIP code: 10950

Name of IDA agent/project operator's authorized representative, if any Title

Street address Telephone number

City State ZIP code

Name of IDA: Orange County Industrial Development Agency

Name of project: Clear Key II, LLC Project IDA OSC #: 3305-17-01A

Street address of project site: Part of State Route 208

City: South Blooming Grove (Village) State: NY ZIP code: 10914

- 1 Project purpose (mark an X in the appropriate box): [X] Services [] Construction [] Agriculture, forestry, fishing [] Wholesale trade [] Retail trade [] Finance, insurance or real estate [] Transportation, communication, electric, gas, or sanitary services [] Manufacturing [] Other (specify)

2 Date project began (mm/dd/yy): 03 / 01 / 2017

3 Beginning date of construction or installation (mm/dd/yy; see instructions): ___ / ___ / ___ ; [] actual [] expected

4 Completion date of construction phase of project (mm/dd/yy; see instructions): ___ / ___ / ___ ; [] actual [] expected

5 Completion date of project (mm/dd/yy; see instructions): 12 / 31 / 2017 ; [] actual [] expected

6 Duration of project (actual or expected; years/months): ___ / ___

7 Total sales and use tax exemptions (actual tax savings; NOT total purchases) 7 \$

Certification: I certify that the above statements are true, complete, and correct, and that no material information has been omitted. I make these statements with the knowledge that willfully providing false or fraudulent information with this document may constitute a felony or other crime under New York State Law, punishable by a substantial fine and possible jail sentence. I also understand that the Tax Department is authorized to investigate the validity of any information entered on this document.

Print name of officer, employee, or authorized representative signing for the IDA agent/project operator Title of person signing

Signature Date

Failure to annually file a complete report may result in the removal of authority to act as an IDA agent/project operator.

Mail completed report to: NYS Tax Department, IDA Unit, W A Harriman Campus, Albany NY 12227.

Instructions

General information

Who must file?

The General Municipal Law (GML) and the Public Authorities Law require the agent/project operator (also known as the *project occupant*) of an Industrial Development Agency or Authority (IDA) to file an annual report with the Tax Department. The agent/project operator required to file this report is the person directly appointed by the IDA to act for and to represent the IDA for the project. The agent/project operator is ordinarily the one for whom the IDA project was created.

There is usually only one agent/project operator directly appointed by the IDA for an IDA project. However, if the IDA directly appoints multiple agents/project operators, each agent/project operator must file this form (unless they are related corporations).

Only the agent/project operator(s) directly appointed by the IDA must file Form ST-340. Contractors, subcontractors, consultants, or agents appointed by the agent/project operator(s) should not themselves file Form ST-340. However, the agent/project operator(s) must include on Form ST-340 information obtained from such contractors, subcontractors, consultants, and agents, as described below.

What must be reported?

The report must show the **total value of all state and local sales and use taxes exempted** during the calendar year, as a result of the project's designation as an IDA project. This includes:

- the value of the exemptions obtained by the agent/project operator; and
- the value of the exemptions obtained by your contractors, subcontractors, consultants, and others, whether or not appointed as agents of the IDA.

The report requires only the **total combined** exemptions obtained by the above people. A break down of the total is not required. However, since the report must include the value of the exemptions they obtained, the agent/project operator must keep records of the amounts others report to the agent/project operator.

It is important that the agent/project operator make it clear to the contractors, subcontractors, consultants, and others that they must keep accurate tax information and have it available so that the agent/project operator can comply with the annual reporting requirements.

Do not include in this report the amount of any sales and use tax exemptions arising out of other provisions of the Tax Law (for example, manufacturer's production equipment exemption, research and development exemption, or contractor's exemption for tangible personal property incorporated into a project of an exempt organization).

See instructions below for additional information required.

When is the report due?

You must file Form ST-340 on a calendar-year basis. It is due by the last day of February of the following year. The reporting requirement applies to IDA projects started on or after July 21, 1993.

Project information

At the top of the form, identify the reporting period by entering the year in the space provided. If an address is required, always include the ZIP code.

Name of IDA agent/project operator

Enter the name, address, federal employer identification number (FEIN), and telephone number of the IDA agent/project operator.

Name of IDA agent/project operator's authorized representative

Enter the name, address, title (for example, attorney or accountant), and telephone number of the individual authorized by the IDA agent/project operator to submit this report.

Name of IDA

Enter the name and address of the IDA. If more than one IDA is involved in a particular project, the IDA agent/project operator must file a separate report for the tax exemptions attributable to each IDA.

Name of project

Enter the name of the project and the address of the project site. If the IDA agent is involved in more than one project, a separate report must be filed by the IDA agent/project operator for each project, even if authorized by the same IDA.

Line instructions

Line 1 — Project purpose — Mark an **X** in the box that identifies the purpose of the project. If you mark *Other*, please be specific in identifying its purpose.

Line 2 — Enter the date the project started (this means the earliest of the date of any bond or inducement resolution, the execution of any lease, or any bond issuance). Include month, day, and year.

Line 3 — Enter the date you, or your general contractor or subcontractor, actually began, or expect to begin, construction or installation on the project. Mark an **X** in the appropriate box to indicate if the date entered is actual or expected. If the project does not involve any construction, enter **Does not apply**.

Line 4 — Enter the date the construction phase of the project was completed or is expected to be completed. Mark an **X** in the appropriate box to indicate if the date entered is actual or expected.

Line 5 — Enter the date installation, lease, or rental of property (for example, machinery or computers) on the project ended or the date the project is expected to be completed. Mark an **X** in the appropriate box to indicate if the date entered is actual or expected.

Line 6 — Enter the total number of years and months from the project's inception to its completion or expected completion.

Line 7 — Enter the total amount of New York State and local sales and use taxes exempted during the reporting period (if none, enter 0) as a result of the project's receipt of IDA financial assistance. This includes exemptions obtained at the time of purchase as well as through a refund or credit of tax paid. Include the sales and use taxes exempted on purchases of property or services incorporated into or used on the exempt project. This includes the taxes exempted on purchases made by or on behalf of the agent/project operator, the general contractor for the project, and any subcontractors, consultants, or others. Do not enter total purchases on line 7.

Signature area

Enter the name and title of the person signing on behalf of the IDA agent/project operator (for example, the IDA agent/project operator's officer, employee, or other authorized representative). The IDA agent/project operator's officer, employee, or authorized representative must sign the report. Enter the date signed.

Mail completed report to: **NYS Tax Department, IDA Unit, W A Harriman Campus, Albany NY 12227.**

Need help?



Internet access: www.tax.ny.gov
(for information, forms, and publications)



Sales Tax Information Center: (518) 485-2889
To order forms and publications: (518) 457-5431



Text Telephone (TTY) Hotline
(for persons with hearing and speech disabilities using a TTY): (518) 485-5082

Privacy notification

The Commissioner of Taxation and Finance may collect and maintain personal information pursuant to the New York State Tax Law, including but not limited to, sections 5-a, 171, 171-a, 287, 308, 429, 475, 505, 697, 1096, 1142, and 1415 of that Law; and may require disclosure of social security numbers pursuant to 42 USC 405(c)(2)(C)(i).

This information will be used to determine and administer tax liabilities and, when authorized by law, for certain tax offset and exchange of tax information programs as well as for any other lawful purpose.

Information concerning quarterly wages paid to employees is provided to certain state agencies for purposes of fraud prevention, support enforcement, evaluation of the effectiveness of certain employment and training programs and other purposes authorized by law.

Failure to provide the required information may subject you to civil or criminal penalties, or both, under the Tax Law.

This information is maintained by the Manager of Document Management, NYS Tax Department, W A Harriman Campus, Albany NY 12227; telephone (518) 457-5181.

EXHIBIT D
FORM OF TAX AGREEMENT

[See Attached]

ORANGE COUNTY INDUSTRIAL DEVELOPMENT AGENCY

AND

CLEAR KEY II, LLC

TAX AGREEMENT

Dated as of _____ 1, 2017

Affected Tax Jurisdictions:
Orange County
Village of South Blooming Grove
Town of Blooming Grove
Monroe-Woodbury Central School District

DRAFT

TAX AGREEMENT

THIS TAX AGREEMENT, dated as of the 1st day of _____, 2017 (the "Tax Agreement"), is by and between the **ORANGE COUNTY INDUSTRIAL DEVELOPMENT AGENCY**, a public benefit corporation duly existing under the laws of the State of New York with its registered offices located at Orange County Business Accelerator, 4 Crotty Lane, Suite 100, New Windsor, New York 12553 (the "Agency") and **CLEAR KEY II, LLC**, a limited liability company formed and validly existing under the laws of the State of New York with offices at 15 Bailie Lane, Monroe, New York 10950 (the "Company").

WITNESSETH:

WHEREAS, the Agency was created by Chapter 390 of the Laws of 1972 of the State of New York pursuant to Title I of Article 18-A of the General Municipal Law of the State of New York (collectively, the "Act") as a body corporate and politic and as a public benefit corporation of the State of New York (the "State"); and

WHEREAS, the Company has submitted an application to the Agency requesting the Agency's assistance with respect to a certain project (the "Project") consisting of (i) the acquisition by the Agency of a leasehold or other interest in an approximately 11±-acre parcel of land located on State Route 208 in the Village of South Blooming Grove, Orange County, New York [TMID #: Part of 219-1-1] (the "Land"); (ii) the construction on the Land of an approximately 40,000 square-foot Sleep Inn & Suites hotel (the "Improvements"); and (iii) the acquisition and installation in, on and around the Improvements of certain items of equipment and other tangible personal property, including, but not limited to, beds, dressers, carpeting, tables, chairs, HVAC systems, plumbing and electrical fixtures and elevators (collectively, the "Equipment" and, together with the Land and the Improvements, the "Facility"); and

WHEREAS, in order to induce the Company to acquire, construct and equip the Facility, the Agency is willing to take a leasehold interest in the Land, Improvements and personal property constituting the Facility pursuant to the terms and conditions of a certain Lease Agreement, dated as of the date hereof (the "Lease Agreement"), and lease said Land, Improvements and personal property back to the Company pursuant to the terms and conditions of a certain Leaseback Agreement, dated as of the date hereof (the "Leaseback Agreement"); and

WHEREAS, pursuant to Section 874(1) of the Act, the Agency is exempt from the payment of taxes imposed upon real property and improvements owned by it or under its jurisdiction, control or supervision, other than special ad valorem levies, special assessments and service charges against real property which are or may be imposed for special improvements or special district improvements; and

WHEREAS, the Agency and the Company deem it necessary and proper to enter into an agreement making provisions for payments in lieu of taxes by the Company to the Agency for the benefit of Orange County (the "County"), the Village of South Blooming Grove (the "Village"), the Town of Blooming Grove (the "Town") and the Monroe-Woodbury Central School District (the "School District" and, collectively with the County, the Village and the Town, the "Affected Tax Jurisdictions").

NOW, THEREFORE, in consideration of the covenants herein contained, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

Section I - Payment in lieu of Ad Valorem Taxes:

Section 1.1 A. Subject to the completion and filing by the taxable status date (**March 1, 2018**) (the "Taxable Status Date") of New York State Form RP-412-a Application For Real Property Tax Exemption (the "Exemption Application") under Section 412-a of the New York State Real Property Tax Law and Section 874 of the Act and the approval of the Exemption Application by the appropriate assessors or Board of Assessment Review, the Facility shall be exempt from Real Estate Taxes commencing with the **2018/2019** Village fiscal tax year, the **2018/2019** School District fiscal tax year and the **2019** County and Town calendar tax year. For purposes of the foregoing "Real Estate Taxes" means all general levy real estate taxes levied against the Facility by the County, Village, Town and School District. The Company shall provide to the Agency with the information necessary for the completion and filing of the Exemption Application and shall provide such additional information and take such actions as are required by the appropriate assessors or Board of Assessment Review to process and approve the Exemption Application. Notwithstanding anything contained herein or in the Leaseback Agreement to the contrary, in the event the exemption from Real Estate Taxes is denied for any reason, the Company shall pay (and hereby agrees to pay) all Real Estate Taxes levied upon the Facility as they become due. After giving written notice to the Agency, the Company may in good faith contest the denial of the Exemption Application, provided that (i) the overall operating efficiency of the Facility is not impaired and the Facility continues to qualify as a "project" under the Act; (ii) neither the Facility nor any part of or interest in it would be in any danger of being sold, forfeited or lost; or (iii) neither the Company nor the Agency, as a result of such contest, shall be in any danger of any civil or criminal liability. The Company hereby waives any claim or cause of action against the Agency, and releases the Agency from any liability to the Company, arising from the denial of an exemption from Real Estate Taxes except to the extent that such denial results solely from the failure of the Agency to file the Exemption Application with the appropriate assessors or Board of Assessment Review by the Taxable Status Date.

B. Agreement to Make Payments. The parties agree and acknowledge that payments made under this Tax Agreement are to obtain revenues for public purposes, and to provide a revenue source that the Affected Tax Jurisdictions would otherwise lose because the subject parcels are not on the tax rolls. The Company shall pay annually to the Affected Tax Jurisdictions as a payment in lieu of taxes (i) on or before June 1 of each calendar year for Village taxes, (ii) on or before September 1 of each calendar year for School District taxes, and (iii) on or before January 1 of each calendar year for County and Town taxes; an amount equal to the Total Tax Payment (as calculated on Schedule A attached hereto, and in accordance with the other provisions set forth in this Tax Agreement). The first such Total Tax Payments shall be due on **June 1, 2018, September 1, 2018 and January 1, 2019**, respectively, and on each June 1, September 1 and January 1 thereafter for the term of this Tax Agreement. Upon the expiration of this Tax Agreement, the Company shall pay the County, Town, Village and School District tax bills in the amounts and on the dates when due as if the Agency were not in title.

1.2 Allocation. The Agency shall remit to the Affected Tax Jurisdictions amounts received hereunder, if any, within thirty (30) days of receipt of said payment and shall allocate said payments among the Affected Tax Jurisdictions in the same proportion as ad valorem taxes would

have been allocated but for the Agency's involvement, unless the Affected Tax Jurisdictions have consented in writing to a specific allocation.

1.3 Tax Rates. For purposes of determining the allocation of the Total Tax Payment among the Affected Tax Jurisdictions, the Agency shall use the last tax rate utilized for levy of taxes by each such jurisdiction. For County, Town and special district purposes, the tax rates used to determine the allocation of the Total Tax Payment shall be the tax rates relating to the calendar year which includes the Tax Payment due date. For Village purposes, the tax rates used to determine the Tax Payment shall be the rates relating to the Village year which includes the Tax Payment due date. For School District purposes, the tax rates used to determine the Tax Payment shall be the rates relating to the School District year which includes the Tax Payment due date.

1.4 Valuation of Future Additions to the Facility. If there shall be a future addition to the Facility constructed or added in any manner after the date of this Tax Agreement, the Company shall notify the Agency of such future addition ("Future Addition"). The notice to the Agency shall contain a copy of the application for a building permit, plans and specifications, and any other relevant information that the Agency may thereafter request. Upon the earlier of substantial completion, or the issuance of a certificate of occupancy for any such Future Addition to the Facility, the Company shall become liable for payment of an increase in the Total Tax Payment. The Agency shall notify the Company of any proposed increase in the Total Tax Payment related to such Future Addition. If the Company shall disagree with the determination of assessed value for any Future Additions made by the Agency, then and in that event that valuation shall be fixed by a court of competent jurisdiction. Notwithstanding any disagreement between the Company and the Agency, the Company shall pay the increased Tax payment until a different Total Tax Payment shall be established. If a lesser Total Annual Payment is determined in any proceeding or by subsequent agreement of the parties, the Total Tax Payment shall be re-computed and any excess payment shall be refunded to the Company or, in the Agency's sole discretion, such excess payment shall be applied as a credit against the next succeeding Tax Payment(s).

1.5 Period of Benefits. The tax benefits provided for herein should be deemed to include (i) the 2018/2019 Village fiscal tax year through the 2027/2028 Village fiscal tax year, (ii) the 2018/2019 School District fiscal tax year through the 2027/2028 School District fiscal tax year and (iii) the 2019 County and Town calendar tax year through the 2028 County and Town calendar tax year. This Tax Agreement shall expire on **December 31, 2028**; provided, however, the Company shall pay the 2028/2029 Village tax bill, the 2028/2029 School District tax bill and the 2029 County and Town tax bill on the due dates and in the amounts as if the Agency were not in title on the tax status date with respect to said tax years. In no event shall the Company be entitled to receive tax benefits relative to the Facility for more than the periods provided for herein, unless the period is extended by amendment to this Tax Agreement executed by both parties after any applicable public hearings. The Company agrees that it will not seek any tax exemption for the Facility which could provide benefits for more than the periods provided for herein and specifically agrees that the exemptions provided for herein, to the extent actually received (based on the number of years elapsed under the Leaseback Agreement), supersede and are in substitution of the exemptions provided by Section 485-b of the New York Real Property Tax Law ("RPTL"). It is hereby agreed and understood that the Affected Tax Jurisdictions can rely upon and enforce the above waiver to the same extent as if they were signatories hereto.

Section II - Special District Charges, Special Assessments and other charges.

2.1 Special district charges, special assessments, and special ad valorem levies (specifically including but not limited to fire district charges), and pure water charges and sewer charges are to be paid in full in accordance with normal billing practices.

Section III - Transfer of Facility.

3.1 In the event that the Facility is transferred from the Agency to the Company (the lease/leaseback agreements are terminated), and the Company is ineligible for a continued tax exemption under some other tax incentive program, or the exemption results in a payment to the Affected Tax Jurisdictions in excess of the payment described in Section I hereof, or this Tax Agreement terminates and the property is not timely transferred back to the Company, the Company agrees to pay no later than the next tax lien date (plus any applicable grace period), to each of the Affected Tax Jurisdictions, an amount equal to the taxes and assessments which would have been levied on the Facility if the Facility had been classified as fully taxable as of the date of transfer or loss of eligibility of all or a portion of the exemption described herein or date of termination.

Section IV - Assessment and Assessment Challenges.

4.1 The Company shall have all of the rights and remedies of a taxpayer as if and to the same extent as if the Company were the owner of the Facility, with respect to any proposed assessment or change in assessment with respect to the Facility by any of the Affected Tax Jurisdictions and likewise shall be entitled to protest before and be heard by the appropriate assessors or Board of Assessment Review, and shall be entitled to take any and all appropriate appeals or initiate any proceedings to review the validity or amount of any assessment or the validity or amount of any tax equivalent provided for herein.

4.2 The Company shall have all of the rights and remedies of a taxpayer with respect to any tax, service charge, special benefit, ad valorem levy, assessment, or special assessment or service charge in lieu of which the Company is obligated to make a payment pursuant to this Tax Agreement, as if and to the same extent as if the Company were the owner of the Facility.

4.3 The Company shall (i) cause the appropriate real estate tax assessment office and tax levy officers to assess the Facility and apply tax rates to the respective assessments as if the Facility were owned by the Company, (ii) file any accounts or tax returns required by the appropriate real estate tax assessment office and tax levy officers.

Section V - Changes in Law.

5.1 To the extent the Facility is declared to be subject to taxation or assessment by an amendment to the Act, other legislative change, or by final judgment of a Court of competent jurisdiction, the obligations of the Company hereunder shall, to such extent, be null and void.

Section VI - Events of Default.

6.1 The following shall constitute "Events of Default" hereunder. The failure by the Company to: (i) make the payments described in Section I within thirty (30) days of the Payment Date (the "Delinquency Date"); (ii) make any other payments described herein on or before the last day of any applicable cure period within which said payment can be made without penalty; or (iii) the occurrence and continuance of any events of default under the Leaseback Agreement after any applicable cure periods. Upon the occurrence of any Event of Default hereunder, in addition to any other right or remedy the Agency and/or the Affected Tax Jurisdictions may have at law or in equity, the Agency and/or Affected Tax Jurisdictions may, immediately and without further notice to the Company (but with notice to the Agency with respect to actions maintained by the Affected Tax Jurisdictions) pursue any action in the courts to enforce payment or to otherwise recover directly from the Company any amounts so in default. The Agency and the Company hereby acknowledge the right of the Affected Tax Jurisdictions to recover directly from the Company any amounts so in default pursuant to Section 874(6) of the General Municipal Law and the Company shall immediately notify the Agency of any action brought, or other measure taken, by any Affected Tax Jurisdiction to recover any such amount.

6.2 If payments pursuant to Section I hereof are not made by the Delinquency Dates, or if any other payment required to be made hereunder is not made by the last day of any applicable cure period within which said payment can be made without penalty, the Company shall pay penalties and interest as follows. With respect to payments to be made pursuant to Section I hereof, if said payment is not received by the Delinquency Date defined in Section 6.1 hereof, Company shall pay, in addition to said payment, (i) a late payment penalty equal to five percent (5%) of the amount due and (ii) for each month, or any part thereof, that any such payment is delinquent beyond the first month, interest on the total amount due plus the late payment penalty, in an amount equal to one percent (1%) per month. With respect to all other payments due hereunder, if said payment is not paid within any applicable cure period, the Company shall pay, in addition to said payment, the greater of the applicable penalties and interest or penalties and interest which would have been incurred had payments made hereunder been tax payments to the Affected Tax Jurisdictions.

Section VII - Assignment

7.1 No portion of any interest in this Tax Agreement may be assigned by the Company, nor shall any person other than the Company be entitled to succeed to or otherwise obtain any benefits of the Company hereunder without the prior written consent of the Agency, which shall not be unreasonably withheld or delayed.

Section VIII - Miscellaneous

8.1 This Tax Agreement may be executed in any number of counterparts each of which shall be deemed an original but which together shall constitute a single instrument.

8.2 All notices, claims and other communications hereunder shall be in writing and shall be deemed to be duly given if personally delivered or mailed first class, postage prepaid, as follows:

To the Agency:

Orange County Industrial Development Agency
Orange County Business Accelerator
4 Crotty Lane, Suite 100
New Windsor, New York 12553
Attn: Laurie Villasuso, Chief Operating
Officer and Executive Vice President

With Copy To:

Kevin T. Dowd, Esq.
Attorney - Orange County IDA
46 Daisy Lane
Montgomery, New York 12549

And To:

Harris Beach PLLC
99 Garnsey Road
Pittsford, New York 14534
Attn: Russell E. Gaenzle, Esq.

To the Company:

Clear Key II, LLC
15 Bailie Lane
Monroe, New York 10950
Attn.: Linda Gagliardi, Member

With Copy To:

Unkover, Donnelly & Donovan LLP
28 Green Place, P.O. Box 610
Goshen, New York 10924
Attn.: David A. Donovan, Esq.

or at such other address as any party may from time to time furnish to the other party by notice given in accordance with the provisions of this Section. All notices shall be deemed given when mailed or personally delivered in the manner provided in this Section.

8.3 This Tax Agreement shall be governed by, and all matters in connection herewith shall be construed and enforced in accordance with the laws of the State of New York applicable to agreements executed and to be wholly performed therein and the parties hereto hereby agree to submit to the personal jurisdiction of the Federal or state courts located in Orange County, New York.

8.4 Notwithstanding any other term or condition contained herein, all obligations of the Agency hereunder shall constitute a special obligation payable solely from the revenues and other monies, if any, derived from the Facility and paid to the Agency by the Company. None of the members of the Agency nor any person executing this Tax Agreement on its behalf shall be liable personally under this Tax Agreement. No recourse shall be had for the payment of the principal or interest on amounts due hereunder or for any claim based upon or in respect of any modification of or supplement hereto against any past, present or future member, officer, agent, servant, or employee, as such, of the Agency, or of any successor or political subdivision, either directly or through the Agency or any such successor, all such liability of such members, officer, agents, servants and employees being, to the extent permitted by law, expressly waived and released by the acceptance hereof and as part of the consideration for the execution of this Tax Agreement.

[Signature Page Follows]

[Signature Page to Tax Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Tax Agreement as of the day and year first above written.

**ORANGE COUNTY INDUSTRIAL
DEVELOPMENT AGENCY**

By: _____
Laurie Villasuso, Chief Operating Officer
and Executive Vice President.

CLEAR KEY II, LLC

By: _____
Linda Gagliardi, Managing Member

DRAFT

SCHEDULE A
TO
TAX AGREEMENT DATED AS OF _____ 1, 2017
BY AND BETWEEN THE
ORANGE COUNTY INDUSTRIAL DEVELOPMENT AGENCY
AND CLEAR KEY II, LLC

"Total Tax Payment" shall be calculated as follows:

<u>Tax Year</u>	<u>Village Tax Year</u>	<u>County and Town Tax Year</u>	<u>School Tax Year</u>	<u>Total Taxable Valuation</u>
Year 1	2018/2019	2019	2018/2019	Base Valuation, plus (Added Value x .00)
Year 2	2019/2020	2020	2019/2020	Base Valuation, plus (Added Value x .10)
Year 3	2020/2021	2021	2020/2021	Base Valuation, plus (Added Value x .20)
Year 4	2021/2022	2022	2021/2022	Base Valuation, plus (Added Value x .30)
Year 5	2022/2023	2023	2022/2023	Base Valuation, plus (Added Value x .40)
Year 6	2023/2024	2024	2023/2024	Base Valuation, plus (Added Value x .50)
Year 7	2024/2025	2025	2024/2025	Base Valuation, plus (Added Value x .60)
Year 8	2025/2026	2026	2025/2026	Base Valuation, plus (Added Value x .70)
Year 9	2026/2027	2027	2026/2027	Base Valuation, plus (Added Value x .80)
Year 10	2027/2028	2028	2027/2028	Base Valuation, plus (Added Value x .90)

For the term of this Tax Agreement, the Company shall continue to pay full taxes based on the assessed value of the Land and any existing improvements before the completion of any Project improvements (the "Base Valuation"). During the term of this Tax Agreement, the Base Valuation shall be increased from time to time by the percentage increase in the assessed valuation in all taxable real property in the Village of South Blooming Grove, Orange County, New York, as of the respective tax status date for the tax year for which the recalculation is being made. The Total Taxable Valuation for each Total Tax Payment shall be calculated such that a graduated abatement factor ("Abatement Factor") shall be applied to the increased assessed valuation attributable to the Improvements made to the Project Facility by the Company, as an Agent of the Agency, for the Project (the "Added Value"). The abatement schedule shall allow for a 100% exemption from taxation for the Added Value in Year 1, with such exemption being eliminated in 10% increments in PILOT Years 2-10.

Once the Total Taxable Valuation is established using the Abatement Factor, the Total Tax Payment shall be determined by multiplying the Total Taxable Valuation by the respective tax rate for each affected tax jurisdiction (after application of any applicable equalization rate). After Year 10, the Project Facility shall be subject to full taxation by the affected taxing jurisdictions.

$$\text{Total Taxable Valuation} = \text{Base Valuation} + (\text{Added Value} \times \text{Abatement Factor})$$

$$\text{Total Tax Payment} = \text{Total Taxable Valuation (after equalization)} \times \text{Tax Rate}$$

EXHIBIT E

BILL OF SALE

ORANGE COUNTY INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation of the State of New York with offices at Orange County Business Accelerator, 4 Crotty Lane, Suite 100, New Windsor, New York 12553 (the "Grantor"), for the consideration of One Dollar (\$1.00), cash in hand paid, and other good and valuable consideration received by the Grantor from **CLEAR KEY II, LLC**, a limited liability company formed and validly existing under the laws of the State of New York with offices at 15 Bailie Lane, Monroe, New York 10950 (the "Grantee"), the receipt of which is hereby acknowledged by the Grantor, hereby sells, transfers and delivers unto the Grantee and its successors and assigns, the Equipment, as defined in the Agent, Financial Assistance and Project Agreement dated as of March 1, 2017 (the "Agent Agreement"), as may be amended from time to time, which were acquired and installed and/or are to be acquired and installed by the Grantee as agent for the Grantor pursuant to the Agent Agreement, which Equipment is located or intended to be located at the Grantee's Facility located on State Route 208 in the Village of South Blooming Grove, Orange County, New York [TMID #: Part of 219-1-1].

TO HAVE AND TO HOLD the same unto the Grantee and its successors and assigns, forever.

THE GRANTOR MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO THE CONDITION, TITLE, DESIGN, OPERATION, MERCHANTABILITY OR FITNESS OF THE EQUIPMENT OR ANY PART THEREOF OR AS TO THE SUITABILITY OF THE EQUIPMENT OR ANY PART THEREOF FOR THE GRANTEE'S PURPOSES OR NEEDS. THE GRANTEE SHALL ACCEPT TITLE TO THE EQUIPMENT "AS IS," WITHOUT RECOURSE OF ANY NATURE AGAINST THE GRANTOR FOR ANY CONDITION NOW OR HEREAFTER EXISTING. NO WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY IS MADE. IN THE EVENT OF ANY DEFECT OF DEFICIENCY OF ANY NATURE, WHETHER PATENT OR LATENT, THE GRANTOR SHALL HAVE NO RESPONSIBILITY OR LIABILITY WITH RESPECT THERETO.

IN WITNESS WHEREOF, the Grantor has caused this bill of sale to be executed in its name by the officer described below on the date indicated beneath the signature of such officer and dated as of the ____ day of _____, 20__.

**ORANGE COUNTY INDUSTRIAL
DEVELOPMENT AGENCY**

Form Only - Do Not Sign

By: _____

Name:

Title:

EXHIBIT F

FORM OF ANNUAL EMPLOYMENT AND
FINANCIAL ASSISTANCE CERTIFICATION LETTER

Company name and address:

Project Name: **CLEAR KEY II, LLC PROJECT**

Job Information

Current number of full time equivalent employees ("FTE") retained at the project location, including FTE contractors or employees of independent contractors that work at the project location, by job category:

Category	FTE	Average Salary and Fringe Benefits or Ranges
Management	_____	_____
Professional	_____	_____
Administrative	_____	_____
Production	_____	_____
Other	_____	_____
Other	_____	_____

A copy of the NYS 45 form for the project location is required to be submitted with this report. If the NYS 45 form is not available for the specific project location or the form does not accurately reflect the full time jobs created, an internal payroll report verifying the total jobs by employment category as outlined above at the location is required with this submission.

Financing Information

Has the Agency provided project financing assistance (generally through issuance of a bond or note)

Yes No

If financing assistance was provided, please provide:

- Original principal balance of bond or note issued _____
- Outstanding principal balance of such bond or note as of December 31 _____
- Outstanding principal balance of such bond or note as of December 31 _____

Final maturity date of the bond or note _____

Sales Tax Abatement Information

Did your Company or any appointed subagents receive Sales Tax Abatement for your Project during the prior year? Yes No

If so, please provide the amount of sales tax savings received by the Company and all appointed subagents _____

(Attach copies of all ST-340 sales tax reports that were submitted to New York State by the Company and all subagents for the reporting period. Please also attached all ST-60's filed for subagents for the reporting period)

Mortgage Recording Tax Information

Did your company receive Mortgage Tax Abatement on your Project during the prior year? Yes No

(note this would only be applicable to the year that a mortgage was placed upon the Project, so if the Agency did not close a mortgage with you during the reporting period, the answer should be no)

The amount of the mortgage recording tax that was exempted during the reporting period: _____

TAX INFORMATION:

County Real Property Tax without Tax Agreement \$ _____
City/Town Property Tax without Tax Agreement \$ _____
School Property Tax without Tax Agreement \$ _____
TOTAL PROPERTY TAXES WITHOUT TAX AGREEMENT \$ _____

Total Tax Payments made for reporting period: \$ _____

Whether paid separately or lump sum to Agency for distribution, please provide break down of allocation of Tax Payment to individual taxing jurisdictions:

County Tax w/Tax Agreement \$ _____
City/Town w/Tax Agreement \$ _____
Village w/Tax Agreement \$ _____
School w/Tax Agreement \$ _____
TOTAL Tax Payments w/Tax Agreement \$ _____

Net Exemptions \$ _____
(subtract Total Tax Payments from TOTAL property taxes without Tax Agreement)

I certify that to the best of my knowledge and belief all of the information on this form is correct. I further certify that the salary and fringe benefit averages or ranges for the categories of jobs retained and the jobs created that was provided in the Application for Financial Assistance is still accurate and if not, I hereby attach a revised list of salary and fringe benefit averages or ranges for categories of jobs retained and jobs created. I also understand that failure to report completely and accurately may result in enforcement of provisions of my agreement, including but not limited to voidance of the agreement and potential claw back of benefits.

Signed: _____

Name: _____

Title: _____

(authorized company representative)

Date: _____

HARRIS BEACH ^{PLLC}
ATTORNEYS AT LAW

March 1, 2017

LORI A. PALMER, PARALEGAL
99 GARNSEY ROAD
PITTSFORD, NY 14534
(585) 419-8681
lpalmer@harrisbeach.com

VIA CERTIFIED MAIL:
RETURN RECEIPT REQUESTED

NYS Tax Department, IDA Unit
Building 8, Room 657
W. A. Harriman Campus
Albany, New York 12227

Re: Orange County Industrial Development Agency
Form ST-60 – Appointment of Project Agent

Dear Sir\Madam:

On behalf of the Orange County Industrial Development Agency, I have enclosed for filing a NYS Form ST-60 – IDA Appointment of Project Operator or Agent for:

Clear Key II, LLC

If you have any questions or concerns regarding the enclosed, please do not hesitate to contact me.

Very truly yours,



Lori A. Palmer
Paralegal

Enclosures

cc.: Laurie Villasuso (OCIDA)
Linda Gagliardi



IDA Appointment of Project Operator or Agent For Sales Tax Purposes

ST-60

(4/13)

The industrial development agency or authority (IDA) must submit this form within 30 days of the appointment of a project operator or agent, whether appointed directly by the IDA or indirectly by the operator or another agent.

For IDA use only

Name of IDA Orange County Industrial Development Agency		IDA project number (use OSC number only for projects after 1998) 3305-17-01A	
Street address Orange County Business Accelerator, 4 Crotty Lane, Suite 100		Telephone number (845) 234-4192	
City New Windsor		State NY	ZIP code 12553
Name of IDA project operator or agent Clear Key II, LLC		Mark an X in the box if directly appointed by the IDA: <input checked="" type="checkbox"/>	
Street address 15 Ballie Lane		Employer identification or social security number 48-4655971	Primary operator or agent? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
City Monroe		Telephone number (845) 783-8172	State NY
Name of project Clear Key II, LLC Project		ZIP code 10850	
Street address of project site Part of State Route 208		Purpose of project (see instructions) services	
City South Blooming Grove (Village)		State NY	ZIP code 10914
Description of goods and services intended to be exempted from New York State and local sales and use taxes Materials, equipment, services and other tangible personal property used in connection with the construction and equipping of an approx. 40,000 sq. ft. hotel to be located on part of State Route 208 in the Village of South Blooming Grove, Orange County, New York.			
Date project operator or agent appointed (mm/dd/yy) 03/01/17		Date project operator or agent status ends (mm/dd/yy) 12/31/17	
Estimated value of goods and services that will be exempt from New York State and local sales and use tax: \$2,989,665 (All Agents, All In)		Mark an X in the box if this is an extension to an original project: <input type="checkbox"/> Estimated value of New York State and local sales and use tax exemption provided: \$243,000 (All Agents, All In)	
Certification: I certify that the above statements are true, complete, and correct, and that no material information has been omitted. I make these statements with the knowledge that willfully providing false or fraudulent information with this document may constitute a felony or other crime under New York State Law, punishable by a substantial fine and possible jail sentence. I also understand that the Tax Department is authorized to investigate the validity of any information entered on this document.			
Print name of officer or employee signing on behalf of the IDA Laurie Villaluso		Print title Chief Operating Officer & Executive Vice President	
Signature 		Date 03/01/2017	Telephone number (845) 234-4192

Instructions

Filing requirements

An IDA must file this form within 30 days of the date the IDA appoints any project operator or other person as agent of the IDA, for purposes of extending any sales and compensating use tax exemptions.

The IDA must file a separate form for each person it appoints as agent, whether directly or indirectly, and regardless of whether the person is the primary project operator or agent. If the IDA authorizes a project operator or agent to appoint other persons as agent of the IDA, the operator or agent making such an appointment must advise the IDA that it has done so, so that the IDA can file a form within 30 days of the date of the new agent's appointment. The IDA should not file this form for a person hired to work on an IDA project if that person is not appointed as agent of the IDA. The IDA need not file this form if the IDA does not extend any sales or use tax exemption benefits for the project.

If an IDA modifies a project, such as by extending it beyond its original completion date, or by increasing or decreasing the amount of sales and use tax exemption benefits authorized for the project, the IDA must, within 30 days of the change, file a new form with the new information.

If an IDA amends, revokes, or cancels the appointment of an agent, or if an agent's appointment becomes invalid for any reason, the IDA must, within 30 days, send a letter to the address below for filing this form, indicating that the appointment has been amended, revoked, or cancelled, or is no longer valid, and the effective date of the change. It should attach to the letter a copy of the form it originally filed. The IDA need not send a letter for a form that is not valid merely because the "Completion date of project" has passed.

Purpose of project

For Purpose of project, enter one of the following:

- Services
- Agriculture, forestry, fishing
- Finance, insurance, real estate
- Transportation, communication, electric, gas, sanitary services
- Construction
- Wholesale trade
- Retail trade
- Manufacturing
- Other (specify)

Mailing instructions

Mail completed form to:

**NYS TAX DEPARTMENT
IDA UNIT
W A HARRIMAN CAMPUS
ALBANY NY 12227**

Privacy notification

The Commissioner of Taxation and Finance may collect and maintain personal information pursuant to the New York State Tax Law, including but not limited to, sections 5-a, 177, 171-a, 287, 304, 428, 473, 505, 597, 1098, 1142, and 1415 of that Law; and may require disclosure of social security numbers pursuant to 42 USC 405(c)(2)(C)(i).

This information will be used to determine and administer tax liabilities and, when authorized by law, for certain tax offset and exchange of tax information programs as well as for any other lawful purpose.

Information concerning quarterly wages paid to employees is provided to certain state agencies for purposes of fraud prevention, support enforcement, evaluation of the effectiveness of certain employment and training programs and other purposes authorized by law.

Failure to provide the required information may subject you to civil or criminal penalties, or both, under the Tax Law.

This information is maintained by the Manager of Document Management, NYS Tax Department, W A Harriman Campus, Albany NY 12227; telephone (518) 457-5181.

Need help?



Internet access: www.tax.ny.gov

(for information, forms, and publications)



Sales Tax Information Center:

(518) 485-2889

To order forms and publications:

(518) 457-5431



Text Telephone (TTY) Hotline

(for persons with hearing and speech disabilities using a TTY):

(518) 485-5082

AGREEMENT

THIS AGREEMENT is entered into as of the day of May, 2017, by and between the Orange County Industrial Development Agency, a Public Benefit Corporation organized under the Laws of the State of New York, with offices at 4 Crotty Lane, New Windsor, New York 12553, hereinafter “the OCIDA” and Loewke Brill Consulting Group, Inc., a New York corporation, with offices at 491 Elmgrove Road, Suite #2, Rochester, New York 14606, hereinafter “LOEWKE.”

WITNESSETH:

WHEREAS, the OCIDA provides tax incentives designed to attract, expand or retain qualified businesses in Orange County thereby increasing economic development and creating employment opportunities for its residents; and

WHEREAS, the OCIDA has instituted a Local Labor Policy that requires recipients of OCIDA benefits to employ local labor during the construction phase of a project; and

WHEREAS, the OCIDA determined that it needed expert technical assistance in monitoring construction projects relative to compliance with its Local Labor Policy; and

WHEREAS, LOEWKE has the knowledge, capability and experience to provide such services to the OCIDA and has submitted a written proposal for providing such services which proposal was approved by the OCIDA Board of Directors; and

WHEREAS, the parties hereto wish to memorialize their understanding as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

SECTION 1: TERMS

- A. The OCIDA agrees to retain the services of LOEWKE to assist the OCIDA in monitoring adherence to the OCIDA’s Local Labor Policy (Exhibit “A”) for construction projects that have received OCIDA benefits.
- B. The OCIDA will assign specific projects on a case by case basis (Exhibit “B”) to LOEWKE and will provide LOEWKE with the necessary project information sufficient for LOEWKE to carry out its responsibilities hereunder.

- C. LOEWKE represents that it has the knowledge and experience to perform the services to be rendered and further represents that it shall use its best efforts to perform said services to the satisfaction of the OCIDA.
- D. LOEWKE will provide appropriate personnel to monitor each assigned project and will be compensated according to the Schedule of Fees submitted by LOEWKE as part of its proposal to OCIDA (Exhibit "C").
- E. OCIDA expects LOEWKE to monitor assigned projects on a monthly basis or more frequently if it is determined that the project is not in compliance with the Local Labor Policy.
- F. LOEWKE agrees to file reports with OCIDA within ten to fourteen (10-14) calendar days of each monthly inspection.
- G. The OCIDA and LOEWKE have the mutual option to terminate this Agreement upon ten (10) days written notice. LOEWKE shall be compensated for all work performed up to and including the specified termination date.
- H. LOEWKE agrees to procure and maintain NYS worker's compensation and NYS disability insurance and comprehensive liability insurance (including contractual and contractor's protective liability coverage) with combined single limits of \$1,000,000 per occurrence for bodily injury and property damage, automobile liability coverage including owned and hired vehicles with a combined single limit of \$1,000,000 per occurrence for bodily injury and property damage and professional liability insurance in the amount of \$1,000,000 per claim. LOEWKE shall name the OCIDA as an additional insured on its liability insurance policy and shall provide evidence of coverage to the OCIDA on all policies prior to performance of any services hereunder.
- I. LOEWKE shall defend, indemnify and hold harmless the OCIDA, its directors, officers, employees and agents from and against all claims, damages, losses, costs and expenses, including reasonable attorney's fees, arising out of or in any manner connected with, the performance of the services to the extent caused by LOEWKE's negligence.
- J. OCIDA shall defend, indemnify and hold harmless LOEWKE, its officers, directors, employees, agents and subcontractors (for the purposes of this agreement "subcontractors" shall mean those persons or entities retained by LOEWKE to perform services related to this agreement) from and against all claims, losses, damages, costs and expenses, including reasonable attorney's fees, arising out of or in any manner connected with, the performance of the services to the extent caused by OCIDA's negligence.
- K. LOEWKE understands and agrees that it is acting as an independent contractor of the OCIDA. This agreement and the relationship of the parties shall not be deemed to create or be one of employment, agency, partnership, joint venture or any other association.

SECTION 2. NOTICES.

Notices pursuant to this Agreement shall be given by deposit into the custody of the United States Postal Service, postage paid, addressed as follows:

- (1) OCIDA The Orange County Industrial Development Agency, 4 Crotty Lane, Suite 100, New Windsor, NY 12553

- (2) LOEWKE Loewke Brill Consulting Group, Inc, 491 Elmgrove Road, Suite #2, Rochester, NY 14606

Alternatively, notices may be personally served in the same manner as is applicable to civil judicial process. Notice shall be deemed given as of the date of personal service or five (5) days after the date of deposit of such written notice in the course or transmission in the United States Postal Service.

SECTION 3. GENERAL PROVISIONS.

- A. The text herein shall constitute the entire agreement between the parties.
- B. This Agreement may not be assigned by LOEWKE without prior written consent of OCIDA.
- C. This Agreement shall be governed by the laws of the State of New York. Any disputes arising hereunder shall be resolved by the Courts of Orange County, New York.
- D. If any provision, or any portion thereof, contained in this Agreement is held invalid, illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be deemed severable, shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the OCIDA has caused this agreement to be signed and executed on its behalf by its Chief Operating Officer and LOEWKE has caused this agreement to be signed and executed on its behalf by its Principal, both in duplicate, on the day and year first above written.

Orange County IDA

Loewke Brill Consulting Group, Inc.

By: Laurie Villasuso
Chief Operating Officer

By: 
Jim Loewke

Exhibit "A"

Orange County Industrial Development Agency Local Labor Policy

The Orange County Industrial Development Agency (IDA) was created 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 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 in Orange County during all project phases, including the construction phase.

For the purposes 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 utilize at least 85% local labor for their approved projects. However, the IDA recognizes that the use of local labor may not be possible 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) Significant cost differentials in bid prices whereby the use of local labor significantly increases the cost of the project. A cost differential of 10% is deemed significant. Every effort should be made by the contractor or applicant to get below the 10% cost differential including, but not limited to, meeting with local construction trade organizations and local contractor associations;
- 4) No local labor is available for the project; and
- 5) The contractor requires the use of key or core persons such as supervisors, foremen, or construction workers having special skills.

The request to secure an exemption for use of non-local labor must be received in writing from the applicant. The request will be reviewed by the Executive Director who shall have the authority to approve or disapprove the request. The Executive Director 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 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 who they have solicited and with whom they have contracted with or awarded.

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 is opportunity 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 the IDA's Executive Director 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 application and 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 for all contractors and their 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. The Construction Manager, acting as agent for the applicant, on the project shall keep a log book on site detailing the number of workers on the job for each trade and the counties in which they reside which shall be subject to periodic inspection by the monitoring entity. The monitor shall issue a report to the Executive Director relative to compliance with this labor policy who shall share such information with the IDA Board of Directors. If a violation of the policy has occurred, the Executive Director shall notify the applicant in writing and give such applicant a warning of such violation. In the event there is a subsequent violation of the policy, the Executive Director shall bring such information to the Board of Directors which may, in its discretion, take action to revoke IDA benefits.

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; and
- 3) Contractors' names and contact information.

The bulletin board shall be located in an area that is accessible to onsite workers and visitors.

Exhibit "B"

Project Name: Clear Key, LLC

1. Project Location and Description.

Route 208
Village of South Blooming Grove

Hotel / Lodging – Sleep Inn & Suites

2. Project Contact Information.

Linda Gagliardi
(845) 783-8172
gbuilders@optonline.net

3. Construction Cost Estimate

Total Capital Investment of \$6,582,345.00

4. Construction Worker Estimate

Temporary Construction Jobs: 80

Exhibit "C"

Schedule of Fees

LOEWKE BRILL

C O N S U L T I N G G R O U P , I N C

SUMMARY:

Further fee break down of original proposal dated May 6, 2016, as requested by OCIDA Director, Ms. Villasuso.

Loewke Brill has assessed a fee base structure for each approved project based on potential project size per inspection to include one time fees.

Fee based structure based on size of each approved project per inspection.

Per Project/per Inspection fee:

○ <5 Million	\$ 315.00
○ >5 Million <15 Million	\$ 540.00
○ >15 Million <25 Million	\$ 900.00

Additional fees:

○ Project Set Up/per project	\$ 1,050.00
○ Monthly Reporting	\$ 1,400.00
○ Waiver fee: per waiver	\$ 230.00
○ Annual Reporting	\$ 270.00
○ Project Close out/per project	\$ 575.00
○ Signage:	
Initial Art work Set Up fee	\$ 250.00
○ Signage per unit	\$ 40.00

Note: You could have the potential to exceed the proposal by the number of additional inspections requested on a project.

LOEWKE BRILL

CONSULTING GROUP, INC

LETTER OF TRANSMITTAL



491 Elmgrove Rd., Suite #2, Rochester, NY 14606
Toll Free: 866-647-9350 Phone: 585-647-9350 Fax: 585-647-3508
www.loewkebrill.com

DATE	5/31/17	JOB NO.	16-010
ATTENTION		P.O.#	
RE:	Clear Key, LLC		

TO Brian Swiatek
Route 208 - Village of South
Blowing Rock

WE ARE HAND DELIVERING Attached

> WE ARE SENDING YOU Attached Under separate cover via _____ the following items:

- Shop drawings Pay Application Plans Close Out Documents Specifications
- Copy of letter Change Order _____

COPIES	DATE	NO.	DESCRIPTION
1	5/31/17	1	Owner Requirements List
1	5/31/17	2	Local Area Map
1	5/31/17	3	Inspector List
1	5/31/17	4	Heard Court Ind
1	5/31/17	5	OCIDA Local Labor Policy

THESE ARE TRANSMITTED as checked below:

- For approval Approved as submitted Resubmit _____ copies for approval
- For your use Approved as noted Submit _____ copies for distribution
- As requested _____ For Release
- For review and comment

Approximate Delivery Date _____

REMARKS _____

Received By: _____
Date: 5/31/17
COPY TO _____

SIGNED: Brian Swiatek

If enclosures are not as noted, kindly notify us at once.



Kevin Loewke <kevin@loewkebrill.com>

Clear Key, LLC

1 message

Kevin Loewke <kevin@loewkebrill.com>
To: gbuilders@optonline.net
Cc: Jim Loewke <jim@loewkebrill.com>

Tue, May 16, 2017 at 4:28 PM

May 16th, 2017

Ms. Linda Gagliardi;

Re: Upcoming COMIDA Project – Clear Key, LLC

Dear Ms Gagliardi:

As you know, our firm has been retained by OCIDA to monitor your project and insure that all local labor requirements are met. We will regularly be in contact with you (or whomever you designate in your place) to obtain the status of your construction project. We will also need to make arrangements to provide you with the OCIDA sign that is required to be posted at the construction site prior to commencement of construction. Accordingly, please advise as to your availability to meet at your office.

Please also advise as to whom the appropriate contact should be (whether you or someone else) and provide all necessary contact information (name, address, phone number and email address).

It is important that you advise our office as to the approximate date that you anticipate that construction will begin and notify Kevin Loewke immediately should that time frame change.

Please also confirm the construction site address as: Route 208, Village of South Blooming Grove

Upon receipt of this letter please contact me to provide the above requested information. Thank you in advance for your attention and assistance in this matter. I look forward to hearing from you.

Best regards,

Kevin E. Loewke



Kevin Loewke <kevin@loewkebrill.com>

Clear Key, LLC

3 messages

Kevin Loewke <kevin@loewkebrill.com>
To: gbuilders@optonline.net
Cc: Jim Loewke <jim@loewkebrill.com>

Tue, May 16, 2017 at 4:28 PM

May 16th, 2017

Ms. Linda Gagliardi;

Re: Upcoming COMIDA Project – Clear Key, LLC

Dear Ms Gagliardi:

As you know, our firm has been retained by OCIDA to monitor your project and insure that all local labor requirements are met. We will regularly be in contact with you (or whomever you designate in your place) to obtain the status of your construction project. We will also need to make arrangements to provide you with the OCIDA sign that is required to be posted at the construction site prior to commencement of construction. Accordingly, please advise as to your availability to meet at your office.

Please also advise as to whom the appropriate contact should be (whether you or someone else) and provide all necessary contact information (name, address, phone number and email address).

It is important that you advise our office as to the approximate date that you anticipate that construction will begin and notify Kevin Loewke immediately should that time frame change.

Please also confirm the construction site address as: Route 208, Village of South Blooming Grove

Upon receipt of this letter please contact me to provide the above requested information. Thank you in advance for your attention and assistance in this matter. I look forward to hearing from you.

Best regards,

Kevin E. Loewke

--



Kevin Loewke
Loewke Brill Consulting Group
491 Elmgrove Road #2
Rochester, NY 14606
[585-469-0954](tel:585-469-0954) (Cell - Preferred)
[585-647-9350](tel:585-647-9350) (Office)

Gagliardi Builders - Direct Response <gbuilders@optonline.net>
To: Kevin Loewke <kevin@loewkebrill.com>

Wed, May 17, 2017 at 10:38 AM

Good Morning Kevin,

Our contact person is Brian Swiatek. His info is as follows:

Brian, Swiatek,
Project Manager-Hospitality Division
CALAMAR CONSTRUCTION MANAGEMENT
CELL: [716-799-9686](tel:716-799-9686)
OFFICE: [716-693-0006](tel:716-693-0006)

EMAIL: bswiatek@calamar.com

Construction has begun. The site address is on Route 208 in the Village of South Blooming Grove. It is across from the restaurant 208 Grill.

Regards,

Linda Gagliardi

Clear Key II, LLC

15 Bailie Lane

Monroe, NY 10950

Ph: (845) 783-8172

Fx: (845) 782-0392

From: Kevin Loewke [mailto:kevin@loewkebrill.com]
Sent: Tuesday, May 16, 2017 4:29 PM
To: gbuilders@optonline.net
Cc: Jim Loewke
Subject: Clear Key, LLC

[Quoted text hidden]

Kevin Loewke <kevin@loewkebrill.com>
To: Gagliardi Builders - Direct Response <gbuilders@optonline.net>

Wed, May 17, 2017 at 4:18 PM

Hi Linda,

Thanks for the reply! I'll reach out to Brian

Kevin Loewke
[Quoted text hidden]



Kevin Loewke <kevin@loewkebrill.com>

Clear Key, LLC

5 messages

Kevin Loewke <kevin@loewkebrill.com>
To: bswiatek@calamar.com

Wed, May 17, 2017 at 4:20 PM

Hello Brian,

Linda Gagliardi gave me your contact information as for you being the job site contact for the Sleep Inn and Suites project. I'm going to copy below the email I sent to her just so you can get an idea. I understand you have already commenced construction and I would like to schedule a visit with on May 31st if you will be available on site. Feel free to send me an email or call me!

Thanks,

Kevin Loewke

May 16th, 2017

Ms. Linda Gagliardi;

Re: Upcoming COMIDA Project – Clear Key, LLC

Dear Ms Gagliardi:

As you know, our firm has been retained by OCIDA to monitor your project and insure that all local labor requirements are met. We will regularly be in contact with you (or whomever you designate in your place) to obtain the status of your construction project. We will also need to make arrangements to provide you with the OCIDA sign that is required to be posted at the construction site prior to commencement of construction. Accordingly, please advise as to your availability to meet at your office.

Please also advise as to whom the appropriate contact should be (whether you or someone else) and provide all necessary contact information (name, address, phone number and email address).

It is important that you advise our office as to the approximate date that you anticipate that construction will begin and notify Kevin Loewke immediately should that time frame change.

Please also confirm the construction site address as: Route 208, Village of South Blooming Grove

Upon receipt of this letter please contact me to provide the above requested information. Thank you in advance for your attention and assistance in this matter. I look forward to hearing from you.

Best regards,

Kevin E. Loewke

--


Kevin Loewke
Loewke Brill Consulting Group
491 Elmgrove Road #2
Rochester, NY 14606
[585-469-0954](tel:585-469-0954) (Cell - Preferred)
[585-647-9350](tel:585-647-9350) (Office)

Swiatek, Brian <bswiatek@calamar.com>
To: Kevin Loewke <kevin@loewkebrill.com>

Thu, May 18, 2017 at 8:18 AM

Cc: Gagliardi Builders - Direct Response <gbuilders@optonline.net>, "Bradley, Michael" <mbradley@calamar.com>

Kevin,

I will be on site Wednesday May 31st, I look forward to meeting with you. Please let me know if there is anything I can do for you.

Thank You,

Brian Swiatek

Project Manager-Hospitality Division

CALAMAR CONSTRUCTION MANAGEMENT

CELL: [716-799-9686](tel:716-799-9686)

OFFICE: [716-693-0006](tel:716-693-0006)

EMAIL: bswiatek@calamar.com

From: Kevin Loewke [<mailto:kevin@loewkebrill.com>]

Sent: Wednesday, May 17, 2017 4:21 PM

To: Swiatek, Brian <bswiatek@calamar.com>

Subject: Clear Key, LLC

[Quoted text hidden]

Kevin Loewke <kevin@loewkebrill.com>
To: "Swiatek, Brian" <bswiatek@calamar.com>

Sun, May 21, 2017 at 12:54 PM

Hey Brian,

Thanks for getting back to me, not sure what time of day I'll be arriving, but will there be any scheduling conflicts at any point that day? I'll bring all the appropriate documentation you need for the project. Can you tell me when this project began?

Thanks,

Kevin Loewke
[Quoted text hidden]

Kevin Loewke <kevin@loewkebrill.com>
To: "Swiatek, Brian" <bswiatek@calamar.com>

Tue, May 30, 2017 at 3:08 PM

Hey Brian,

Just wanted to confirm our visit tomorrow, I'll be arriving between 2-3 PM.
Thanks,

Kevin Loewke
[Quoted text hidden]

Swiatek, Brian <bswiatek@calamar.com>
To: Kevin Loewke <kevin@loewkebrill.com>

Wed, May 31, 2017 at 12:04 PM

The sooner the better, I'm here now

Sent from my Verizon 4G LTE Smartphone
[Quoted text hidden]



Kevin Loewke <kevin@loewkebrill.com>

Clear Key, LLC - OCIDA Requirements

8 messages

Kevin Loewke <kevin@loewkebrill.com>
To: "Swiatek, Brian" <bswiatek@calamar.com>

Fri, Jun 9, 2017 at 2:41 PM

Hey Brian,

I just wanted to follow up with you in regards to our meeting on 5/31/17. I believe it was today that I was going to receive the residency information for Chesley Wilkes with Header Construction, as he was receiving his pay stub this week. Please send that as soon as you can.

I am attaching an electronic copy of all the information I gave you so you have it for your records.

Next week, beginning Monday June 12th, please start documenting labor on the job site and sending us the completed form that Friday or the Monday after the previous week.

I will also need the following:

- any tax exemption forms or vendor invoices related to the project subs.
- Certificates of Authority for all subs and the GC
- Certificates of insurance or accord forms that list liability, workers comp, and disability insurance info.
- OSHA cards for anyone working on site, this includes the guys from Header and Gagliardi that were on site during my visit and anyone on site thereafter.

If you could also please provide me again with the information on the guy who is the on site contact in case you are not in the area.

If you have any questions relating to any of this material, please contact me via email or cell phone and I can help you out.


Thanks,

Kevin Loewke

Kevin Loewke
Loewke Brill Consulting Group
491 Elmgrove Road #2
Rochester, NY 14606
[585-469-0954](tel:585-469-0954) (Cell - Preferred)
[585-647-9350](tel:585-647-9350) (Office)

5 attachments

- HEAD COUNT (1).xls**
30K
- Loewke Brill Consulting Group Inspectors List.pdf**
252K
- OCIDA Labor Policy 4.24.14.pdf**
208K
- OCIDA Local Labor Breakdown.pdf**
361K

 **Owner Requirements List - Modified 5.30.17.docx**
28K

Swiatek, Brian <bswiatek@calamar.com>
Cc: Kevin Loewke <kevin@loewkebrill.com>

Fri, Jun 9, 2017 at 2:50 PM

Kevin,

Is this what you need, please see the attachment.

Thank You,

Brian Swiatek

Project Manager-Hospitality Division

CALAMAR CONSTRUCTION MANAGEMENT

CELL: 716-799-9686

OFFICE: 716-693-0006

EMAIL: bswiatek@calamar.com

From: Kevin Loewke [mailto:kevin@loewkebrill.com]
Sent: Friday, June 09, 2017 2:41 PM
To: Swiatek, Brian <bswiatek@calamar.com>
Subject: Clear Key, LLC - OCIDA Requirements

[Quoted text hidden]

 **SKM_364e17060913530.pdf**
188K

Kevin Loewke <kevin@loewkebrill.com>
To: "Swiatek, Brian" <bswiatek@calamar.com>
Cc: Jim Loewke <jim@loewkebrill.com>

Fri, Jun 9, 2017 at 2:56 PM

Hey Brian,

As far as the head count sheet, yes this is what we would like. If you could though, please write in the dates at the top so we can stay organized, and also I'm not sure if you saw the categories for Local Labor both compliant and non compliant. So if all of those guys are local and live within the counties you would mark them as such and if you have any of them that are out of the area, make sure that is marked too. Does he have OSHA stuff for the 14 guys that were on site? And also please get me the other documents at your earliest convenience.

Kevin

[Quoted text hidden]

Swiatek, Brian <bswiatek@calamar.com>
To: Kevin Loewke <kevin@loewkebrill.com>

Fri, Jun 9, 2017 at 3:14 PM

Kevin,

The head count is dated in the upper right corner for week end date, do you want each day of the week dated? I'm sorry, I missed the compliance on the back of the page, I am having the site supervisor confirming this now. What OSHA stuff are you referring to?

Thank You,

Brian Swiatek

Project Manager-Hospitality Division

CALAMAR CONSTRUCTION MANAGEMENT

CELL: 716-799-9686

OFFICE: 716-693-0006

EMAIL: bswiatek@calamar.com

From: Kevin Loewke [mailto:kevin@loewkebrill.com]
Sent: Friday, June 09, 2017 2:56 PM
To: Swiatek, Brian <bswiatek@calamar.com>
Cc: Jim Loewke <jim@loewkebrill.com>
Subject: Re: Clear Key, LLC - OCIDA Requirements

[Quoted text hidden]

Kevin Loewke <kevin@loewkebrill.com>
To: "Swiatek, Brian" <bswiatek@calamar.com>

Fri, Jun 9, 2017 at 3:17 PM

Hey Brian,

Ok date looks good. Do you have OSHA 10 cards or anything providing that the guys on site have been certified with OSHA training in any kind of way? Also is he going to follow up on the worker from last week who did not have the ID? I expect you're working on the other information as well, but let me know if you I answered all of your questions.

Thanks,

Kevin

[Quoted text hidden]

Swiatek, Brian <bswiatek@calamar.com>

Fri, Jun 9, 2017 at 3:18 PM

To: Kevin Loewke <kevin@loewkebrill.com>

I'm on it, I will get back to you

Thank You,

Brian Swiatek

Project Manager-Hospitality Division

CALAMAR CONSTRUCTION MANAGEMENT

CELL: 716-799-9686

OFFICE: 716-693-0006

EMAIL: bswiatek@calamar.com

From: Kevin Loewke [mailto:kevin@loewkebrill.com]

Sent: Friday, June 09, 2017 3:18 PM

To: Swiatek, Brian <bswiatek@calamar.com>

[Quoted text hidden]

[Quoted text hidden]

Kevin Loewke <kevin@loewkebrill.com>
To: "Swiatek, Brian" <bswiatek@calamar.com>

Fri, Jun 9, 2017 at 3:18 PM

Appreciate it Brian, If I don't talk to you, have a great weekend!

[Quoted text hidden]

Swiatek, Brian <bswiatek@calamar.com>
To: Kevin Loewke <kevin@loewkebrill.com>

Fri, Jun 9, 2017 at 3:19 PM

Thanks, you too

Thank You,

Brian Swiatek

Project Manager-Hospitality Division

CALAMAR CONSTRUCTION MANAGEMENT

CELL: 716-799-9686

OFFICE: 716-693-0006

EMAIL: bswiatek@calamar.com

From: Kevin Loewke [mailto:kevin@loewkebrill.com]

Sent: Friday, June 09, 2017 3:19 PM

[Quoted text hidden]

[Quoted text hidden]



Kevin Loewke <kevin@loewkebrill.com>

Documentation

7 messages

Kevin Loewke <kevin@loewkebrill.com>
To: "Swiatek, Brian" <bswiatek@calamar.com>

Thu, Jun 15, 2017 at 11:37 AM

Hey Brian,

Still need that ID for Chesley, as well as the other documentation. Please let me know if you're having problems getting anything or if I can assist.

Thanks,

Kevin

--

A handwritten signature in blue ink that reads "Kevin E. Loewke". The signature is written in a cursive style with a large initial "K".

Kevin Loewke
Loewke Brill Consulting Group
491 Elmgrove Road #2
Rochester, NY 14606
[585-469-0954](tel:585-469-0954) (Cell - Preferred)
[585-647-9350](tel:585-647-9350) (Office)

Swiatek, Brian <bswiatek@calamar.com>
To: Kevin Loewke <kevin@loewkebrill.com>

Thu, Jun 15, 2017 at 11:40 AM

Sorry,

I will have it to you today

Thank You,

*Brian Swiatek***Project Manager-Hospitality Division****CALAMAR CONSTRUCTION MANAGEMENT**CELL: [716-799-9686](tel:716-799-9686)OFFICE: [716-693-0006](tel:716-693-0006)

EMAIL: bswiatek@calamar.com

From: Kevin Loewke [mailto:kevin@loewkebrill.com]
Sent: Thursday, June 15, 2017 11:38 AM
To: Swiatek, Brian <bswiatek@calamar.com>
Subject: Documentation

[Quoted text hidden]

Kevin Loewke <kevin@loewkebrill.com>
To: "Swiatek, Brian" <bswiatek@calamar.com>

Thu, Jun 15, 2017 at 11:40 AM

Appreciate it Brian, thanks!
[Quoted text hidden]

Swiatek, Brian <bswiatek@calamar.com>
To: Kevin Loewke <kevin@loewkebrill.com>

Thu, Jun 15, 2017 at 4:37 PM

Chelsey quit today, he is no longer on site.

Thank You,

Brian Swiatek

Project Manager-Hospitality Division

CALAMAR CONSTRUCTION MANAGEMENT

CELL: 716-799-9686

OFFICE: 716-693-0006

EMAIL: bswiatek@calamar.com

From: Kevin Loewke [mailto:kevin@loewkebrill.com]
Sent: Thursday, June 15, 2017 11:38 AM
To: Swiatek, Brian <bswiatek@calamar.com>
Subject: Documentation

Hey Brian,

[Quoted text hidden]

Kevin Loewke <kevin@loewkebrill.com>
To: "Swiatek, Brian" <bswiatek@calamar.com>

Fri, Jun 16, 2017 at 11:27 AM

OK, are you able to get me the other documentation today? I'm also planning on returning to site next Friday for a June inspection.

Keep me posted,

Thanks,

Kevin

[Quoted text hidden]

Swiatek, Brian <bswiatek@calamar.com>
To: Kevin Loewke <kevin@loewkebrill.com>

Fri, Jun 16, 2017 at 11:51 AM

Chelsey is still on the project, he did not quit. We will get something today for Chelsey.

Thank You,

Brian Swiatek

Project Manager-Hospitality Division

CALAMAR CONSTRUCTION MANAGEMENT

CELL: 716-799-9686

OFFICE: 716-693-0006

EMAIL: bswiatek@calamar.com

From: Kevin Loewke [mailto:kevin@loewkebrill.com]

Sent: Friday, June 16, 2017 11:28 AM

To: Swiatek, Brian <bswiatek@calamar.com>

Subject: Re: Documentation

[Quoted text hidden]

Kevin Loewke <kevin@loewkebrill.com>
To: "Swiatek, Brian" <bswiatek@calamar.com>

Fri, Jun 16, 2017 at 1:28 PM

Hey Brian,

I'll look for his residency info later today. As far as the other information goes, I still need the following:

- any tax exemption forms or vendor invoices related to the project subs.
- Certificates of Authority for all subs and the GC
- Certificates of insurance or accord forms that list liability, workers comp, and disability insurance info.
- OSHA cards for anyone working on site, this includes the guys from Header and Gagliardi that were on site during my visit and anyone on site thereafter.
- Contact information for job site supervisor

7/13/2017

Loewke Brill Consulting Group, Inc. Mail - Documentation

Also, as I mentioned I will be visiting Orange County on Friday 6/23/17 so I'm not sure if you will be available then but let me know.

Thanks,

 Kevin Loewke

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Applicant: Clear Key, LLC Job#: 16-010
Project: Sleep Inn and Suites Address: 590 Route 208, Village of
South Blooming Grove, access from
208 6th

OCIDA Job Check List

✓ Approval Letter from OCIDA to new contact is received: 5 / 11 / 17

✓ Estimated construction start date on application: _____

✓ Job is added to upcoming jobs category on master spreadsheet:
5 / 16 / 17

✓ Applicant contact is e-mailed L&B introduction letter: 5 / 16 / 17

✓ Confirmed project contact information (via L&B Intro email):
5 / 17 / 17

Applicant:
Contact: Linda Gaigiardi Phone#: 845 - 783 - 8172
Office Address: 15 Bailie Lane, Monroe, NY 10950 Fax: _____
Email: gbuilders@optonline.net

Job Site Contact:
Contact: Brian Swiatek Phone#: 716 - 799 - 9686
Office Address: _____
Email: bswiatek@calamar.com

✓ Confirmed job site address is same as above (via L&B Intro email):
5 / 17 / 17

✓ Estimated job (construction) start date given by project contact:
5 / 1 / 17 ?

✓ Initial Site Visit Local Labor review by Kevin: 5 / 31 / 17

✓ Actual construction start date moved to ACTIVE Status: 5 / 31 / 17

✓ Job # 16-010 is assigned & electronic subfolder for job created in computer:
5 / 17 / 17

✓ At completion send written notice (email) to contact for confirmation:
_____/_____/____

✓ At project completion: moved project from active to completed jobs on Master Jobs list



Job No. 16-010

OCIDA INSPECTION TRACKING DATA

DATE: 9 / 8 / 2017 Day: M T W TH F Inspector: Kevin Loewke
 APPLICANT: Clear Key, LLC Address: Route 208, Village of South Blooming brook
 Sign Status: ACTIVE / INACTIVE Sign Comments: WINDOW / POST / FENCE / OTHER: _____

OCIDA

CONTRACTOR	Monthly Visit	Follow-Up Visit	Request Visit	# of Workers Checked	# of Allowed Exceptions	# Non-Compliant	# of 1099 ?	COMMENTS
Affinity	X			III I		6		
Gagliardi Seal-Tite	X			III				
Wilowaters	X			III		2		2 No ID-Resolves Mandy
SSA Inc.	X			II		1		Need info
Monbaker	X			III				
Header	X			III				
Gagliardi-Dick Head				I				

Job No. 16-010

OCIDA INSPECTION TRACKING DATA

DATE: 10/18/2017 Day: M T W TH F Inspector: Kevin Loewke
 APPLICANT: Clear Key, LLC Address: Route 208, Village of South Blooming Glen
 Sign Status: ACTIVE / INACTIVE Sign Comments: WINDOW / POST / FENCE / OTHER:

OCIDA

CONTRACTOR	Monthly Visit	Follow-Up Visit	Request Visit	# of Workers Checked	# of Allowed Exceptions	# Non-Compliant	# of 1099?	COMMENTS
Mombasha	X			###				
Widewaters	X			###		///		Check on guy who did not have it
Hewitt	X			###				
Seal title	X							
Affinity	X			###		###		
SSAC II, Inc	X							
Q-Constructa	X							
Gaslinardi	X							Jesus Medina 2

