

LOEWKE BRILL CONSULTING GROUP, INC

OCIDA

The Accelerator

Attn: Laurie V, Kelly, Vincent

4 Crotty Ln. Suite 100 (formerly London Ave.)

New Windsor, NY 12553

RE: Project Close out for 16-008 Nowak Properties, INC

Contact: Martin Nowak

General Contractor Nowak

3491 Route 6

Middletown, NY 10940

- Exhibit A- Loewke Brill received agreement/application from OCIDA for Nowak Properties, INC on 10/24/16.
- Exhibit B- On 10/24/16 OCIDA submitted the engagement letter to the applicant.
- Exhibit C- On 12/08/16 Loewke Brill emailed the applicant, Martin Nowak. Our initial site inspection was performed on December 20th, 2016. Loewke Brill completed 5 inspections at Nowak Properties, Inc with a 99.25% compliance rate.
- Exhibit D – Weekly labor reports from Nowak Properties received from December 9th, 2016 through April 30th, 2017. Labor reports provide a 99.25% compliance rate
- Exhibit E- Temporary C of O from Town of Wawayanda, NY

Thank you,

Kevin E. Loewke

AGREEMENT

THIS AGREEMENT is entered into as of the 21 day of October, 2016, 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.

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Loewke Brill

- 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



By: Laurie Villasuso
Chief Operating Officer

Loewke Brill Consulting Group, Inc.



By:

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: Nowak Properties, Inc.

1. Project Location and Description.

3491 Rt. 6, Middletown, NY 10940 (Town of Wawayanda)
Construction of a 108 Room Hotel

2. Project Contact Information.

Martin Nowak, General Contractor
386 Ingrassia Rd., Middletown NY 10940
845-283 6024

3. Construction Cost Estimate

Total Capital Investment of \$6.3 million.

4. Construction Worker Estimate

Temporary Construction Jobs: 45

Exhibit "C"

Schedule of Fees

LOEWKE BRILL

CONSULTING GROUP, INC

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:

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

Additional fees:

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



Empowering Businesses. Inspiring Growth.

October 21, 2016

BOARD OF DIRECTORS
Mr. Martin Nowak
Nowak Properties, Inc.
386 Ingrassia Rd.
Middletown, NY 10940

Robert T. Armistead
- CO-CHAIRMAN

Mary Ellen Rogulski
- VICE CHAIRMAN

John Steinberg, Jr.
- CO-VICE CHAIRMAN

Stephen Brescia
- SECRETARY

Henry VanLeeuwen
- ASSISTANT SECRETARY

Robert S. Schreiber, Sr.

Edward A. Diana

Operations STAFF

Laurie Villasuso
- CHIEF OPERATING OFFICER &
- EXECUTIVE VICE PRESIDENT

Joel Kleiman
- CHIEF FINANCIAL OFFICER

Kevin T. Dowd
- ATTORNEY

RE: Nowak Properties, Middletown, NY
OCIDA Local Labor Policy Monitoring Firm

Dear Mr. Nowak:

The Orange County Industrial Development Agency has engaged the services of the Loewke Brill Consulting Group, Inc. of Rochester, NY to provide it with the technical assistance in monitoring compliance with the OCIDA's Local Labor Policy for construction projects that have received OCIDA benefits. In a few short days, you will be receiving an introductory communication from a representative of Loewke Brill requesting preparatory information and documents regarding your construction project in Middletown, NY. Thereafter, in the coming weeks, a representative of Loewke Brill will visit the site and will want to meet with members of your construction team and review records of the workers who are or have been involved in the construction of the facility. Loewke Brill will then prepare a report for the OCIDA regarding its evaluation of your compliance with the Local Labor Policy.

The OCIDA expects your company's complete cooperation with Loewke Brill. In addition, the OCIDA expects that you will notify your general contractor that it must cooperate fully with Loewke Brill as well.

On behalf of the OCIDA, I thank you in advance for your anticipated cooperation. If you have any questions, please don't hesitate to reach out to Kelly Reilly at (845) 220-2208 or email kreilly@theaccelerator.business.

Very truly yours,

Laurie Villasuso
Chief Operating Officer &
Executive Vice President

5) Nowak Properties Inc. - Site Monitoring for December 20, 2016					
Contractor:	# of Workers	# of Exceptions	# of Non-Compliant	% of Local labor	Comment
A.M.D Electric	1	0	0	100%	Brothers Gutters 1-worker non compliant out of area
Brothers Gutters	5	0	1	80%	
N.W.T.	1	0	0	100%	
Tower Drive Laundry	2	0	0	100%	
Ralph Pinkham Plumbing & Heating	4	0	0	100%	
William Wilkinson Carpets/flooring	6	0	0	100%	
Z&R Carpentry	2	0	0	100%	
TOTAL WORKERS	21	0	1	97%	

Warehouse - Site Monitoring for January 12, 2017

Contractor:	# of Workers	# of Exceptions	# of Non-Compliant	% of Local labor	Comment
*Warrenville Electric	0	2	0	N/A	Warrenville Electric approved local labor exemption
TOTAL WORKERS	0	2	0	N/A	

2) Allstate Fabrication Inc - Site Monitoring for December 20, 2016

Contractor:	# of Workers	# of Exceptions	# of Non-Compliant	% of Local labor	Comment
					NOT ACTIVE DURING SITE VIST, STILL AWAITING ON BRIDGESAW TO BE SHIPPED TO SITE AND INSTALLED
TOTAL WORKERS	N/A	N/A	N/A	N/A	

3) Danskammer Energy, LLC - Site Monitoring for January 26, 2017

Contractor:	# of Workers	# of Exceptions	# of Non-Compliant	% of Local labor	Comment
					FINAL WALK THROUGH PROJECT COMPLETE
TOTAL WORKERS	N/A	N/A	N/A	N/A	

4) Nowak Properties Inc. - Site Monitoring for January 26, 2017

Contractor:	# of Workers	# of Exceptions	# of Non-Compliant	% of Local labor	Comment
A.M.D Electric	2	0	0	100%	
M.W.T.	1	0	0	100%	
Nowak Properties	3	0	0	100%	
Spectrum	1	0	0	100%	
William Wilkinson Carpets/flooring	2	0	0	100%	
TOTAL WORKERS	9	0	0	100%	

2) Allstate Fabrication Inc - Site Monitoring for December 20, 2016

Contractor:	# of Workers	# of Exceptions	# of Non-Compliant	% of Local labor	Comment
TOTAL WORKERS	N/A	N/A	N/A	N/A	NOT ACTIVE DURING SITE VISIT, STILL AWAITING ON BRIDGESAW TO BE SHIPPED TO SITE AND INSTALLED

4) Nowak Properties Inc. - Site Monitoring for February 10, 2017

Contractor:	# of Workers	# of Exceptions	# of Non-Compliant	% of Local labor	Comment
A.M.D Electric	1	0	0	100%	
Nowak Properties	4	0	0	100%	
William Wilkinson Carpets/flooring	1	0	0	100%	
W.M.T.	1	0	0	100%	
Z + R Carpentry	2	0	0	100%	
TOTAL WORKERS	9	0	0	100%	

2) Allstate Fabrication Inc - Site Monitoring for December 20, 2016

Contractor:	# of Workers	# of Exceptions	# of Non-Compliant	% of Local labor	Comment
All State Fabrications	2	0	0	100%	Industrial Machine Repair - 1 non compliant worker out of area.
Industrial Machine Repair	1	0	1	0%	
TOTAL WORKERS	3	0	1	67%	

MARCH 9

4) Nowak Properties Inc. - Site Monitoring for February 10, 2017

Contractor:	# of Workers	# of Exceptions	# of Non-Compliant	% of Local labor	Comment
Air North	2	0	0	100%	
Hyper Pulse	2	0	0	100%	
Nowak Properties	2	0	0	100%	
William Wilkinson Carpets/flooring	2	0	0	100%	
TOTAL WORKERS	8	0	0	100%	

2) Allstate Fabrication Inc - Site Monitoring for April 13, 2017

Contractor:	# of Workers	# of Exceptions	# of Non-Compliant	% of Local labor	Comment
					No activity today. Awaiting final piece of equipment to arrive sometime in May or June
TOTAL WORKERS	N/A	N/A	N/A	N/A	

3) Nowak Properties Inc. - Site Monitoring for April 13, 2017

Contractor:	# of Workers	# of Exceptions	# of Non-Compliant	% of Local labor	Comment
					Job Complete. Received C of O today 4/13/17
TOTAL WORKERS	N/A	N/A	N/A	N/A	

Manack Properties
 ATT: YVONNE
Dec 07/11

HEAD COUNT	"PROJECT NAME"	- Subcontractors for Week Ending DATE							LOCAL LABOR COMPLIANT
		Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	
9-Dec									
Air North					3				✓
ADM					1				✓
2 Acoustics									
Lakes Road glass									
ZAR carpentry									
Meat blacktop					6				✓
Mountain Restaurant supply					4				✓
Relish Pinkham, plumbing and heating									
Mario's landscaping					5				✓
William Wilkison					2				✓
Hyper Pulse									
Royal pools									
MMI									
Towhee DR cleaners									
New Gen									
Brother best just do gutters									
SSAINC Corp.									
PMM painting contractor									
Daily Total					21		0	0	0
Weekly Total									

V- ALL IN ALL

HEAD COUNT

"PROJECT NAME"

- Subcontractors for Week Ending DATE

LOCAL LABOR COMPLIANT

Subcontractor	12-Dec	13-Dec	14-Dec	15-Dec	16-Dec	Saturday	Sunday	LOCAL LABOR COMPLIANT
Air North	2	2	2	2	2			✓
ADM	2	4	4	4	4			✓
Z Acoustics		3	2	2	2			✓
Lakes Road glass		3	3	4	4			✓
Z&K capacity	4	4	4	4	4			✓
Mead blacktop		6	6	6	6			✓
Mountain Restaurant supply		4	4	4	4			✓
Reynolds plumbing and heating	4	4	4	5	5			✓
Maro's landscaping								✓
William Wilkerson	5	4	4	4	4			✓
Hyper Pulse		2	2	2	2			✓
Royal pools	3	1	1	1	1			✓
WMT	1	1	1	1	1			✓
Towner DR cleaners	2	3	3	3	3			✓
New Gen	2	3	3	3	3			✓
Brother that just do gutters				4	4			✓
SSAINC Corp.	5	5	5	4	4			✓
PMM painting contractor								✓
Daily Total	28	39	38	33	28	0	0	0
Weekly Total	30	41	40	35	30			

✓ - ALL IN AREA

HEAD COUNT		12-19	20-Dec	21-Dec	22-Dec	23-Dec	LOCAL LABOR COMPLIANT	
"PROJECT NAME"		- Subcontractors for Week Ending DATE						
Subcontractor	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	
ADN	2	1	2	4	3			✓
Z Acoustics	3							✓
Lakes Road glass	2							✓
Z&R carpentry	4	4	4	4	4			✓
Mead blacktop	2		2					✓
Mountain Restaurant supply	2	2	4	2	2			✓
Ralph's Plumbing plumbing and heating	4		4	4	4			✓
Mario's landscaping				5	5			✓
William Wilkinsea	4	5	4	5	5			✓
Hyper Pulse	2		2	3	3			✓
Royal pools								✓
WANT	1	1	1	1	1			✓
Towner DR cleaners		2						✓
New Gen	3	5	3	3	2			✓
Brother that just do gutters								✓
SSAIFIC Corp.	5		5	2	3			✓
PMI painting contractor								✓
Daily Total	34	21	27	28	24	0	0	0
Weekly Total	140			32	29			

1 out
of Area

30.

✓ ALL IN
AREA

HEAD COUNT

Subcontractor	PROJECT NAME							LOCAL LABOR COMPLIANT	LOCAL LABOR NON COMPLIANT	EXEMPT LABOR
	26-Dec	27-Dec	28-Dec	12-Jan	20-Dec	31-Dec	1-Jan			
Air North		3								
ADM		2								
Z Acoustics	1	1	3							
Lakes Road glass										
Z&R carpentry	3	4	4							
Mesud blacktop										
Abounein Restoration stroy		5	4							
Ralph Fredson painting and finishing		5	5							
Mario's landscaping	3	5	5							
William Whitman	2	3	6							
Hampel Pubes		3								
Royal pods		1	2							
WMT	1	1	1							
Towser DR cleaners		2	3							
New Gen		1	1							
Breaker that just do gutters			1							
SSAINC Corp.		3	2							
PHM roofing contractor	2	2	4							
Frockland fire		1	1							
sechelter elevator		2								
Daily Total	12	26	36	20	26	11	2	0	0	0
Weekly Total		31			28					

ATT: YVONNE

HEAD COUNT		2-Jan	3-Jan	4-Jan	5-Jan	6-Jan	7-Jan	8-Jan			
"PROJECT NAME"		- Subcontractors for Week Ending DATE							LOCAL LABOR COMPLIANT	LOCAL LABOR NON COMPLIANT	EXEMPT LABOR
Subcontractor	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday				
Air North											
ADM				2	2				X		
Z Acoustics					2				X		
Lakes Road glass		2			2				X		
Zirk carpentry				3	4	4			X		
Mead blacktop											
Mountain Restaurant Supply											
Ralph Piskern plumbing and heating				3	4				X		
Maljo's landscaping				4	4	2			X		
Yvonne Wilkison				4	4	3			X		
Hyper Pulse	1	2	2	2	3	3			X		
Royal pools					1	1			X		
WANT	1	1	1	1	1	1			X		
Towner DR cleaners	4	3	4	4	3				X		
New Gen	1	1	1	1	1	1			X		
Brother that just do gutters									X		
SSAINC Corp	2								X		
PMM painting contractor	3								X		
Rockland fire	1	1	1	1	1	1			X		
O & R UTILITIES			6		1	1			X		
Schindler Elevator		2	2		2				X		
Daily Total	13	14	29	24	29	9	5		0	0	
Weekly Total									0	0	

From: NON-LOCAL PARTISANS

ATT: YVONNE

HEAD COUNT		9-Jan	10-Jan	11-Jan	12-Jan	13-Jan	14-Jan	Subcontractors for Week Ending DATE			
"PROJECT NAME"		Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	LOCAL LABOR COMPLIANT	LOCAL LABOR NON COMPLIANT	EXEMPT LABOR
Subcontractor											
Air North		3		2	2	2			X		
ACOM		2		1					X		
Acoustics									X		
Lakes Road glass				2		2			X		
Z&R carpentry					3	2	2		X		
Meadow backdrop				6					X		
Mountain Restaurant supply			2						X		
Paula Frithman plumbers and heating		2	5	3					X		
Mario's landscaping			4						X		
William Wilkinson		2		2	5	5	2		X		
Hyper Pulse		2	2	2	1				X		
Royal goods		1							X		
VMT		1	1	1	1				X		
Tomer DR cleaners		5	4	5	4	3	2		X		
Nlex Gen		2			3				X		
Brether that just do gutters				1					X		
SSAINC Cont.											
PMM painting contractor						1			X		
Rockland fire			1			1			X		
O & R											
Schinder Elevator				2		1			X		
Daily Total		21	20	27	20	17	8	0	0	0	0
Weekly Total											

From: NOWALL PROPERTIES

ATT: YVONNE

HEAD COUNT		16-Jan	17-Jan	18-Jan	19-Jan	20-Jan	21-Jan				
"PROJECT NAME"		- Subcontractors for Week Ending DATE							LOCAL LABOR COMPLIANT	LOCAL LABOR NON-COMPLIANT	EXEMPT LABOR
Subcontractor		Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday			
Air North		2	2			2			X		
ADM		3	1	2		2			X		
Lakes Road Glass		2		4					X		
Z8R carpentry		2	4						X		
Mead Blacklap		3							X		
Mountain Restaurat sleepy					3	1			X		
Ralph Pritham plumbing and heating		4				2			X		
Mario's Landscaping									X		
William Wilkinson Carpenters		5	3	3	3	3			X		
Hyper Pulse			3	2	2	3			X		
Royal pods		2	2						X		
WMT		1	1	1	1	1	1		X		
Towner DR cleaners		6	5	8	8	5		2	X		
New Gen											
Brother that just do gutters											
SSA/MC Corp.		6							X		
Pink painting contractor					1				X		
Rockland fire			1	1	1	1	1		X		
Attordable Granite		3			5	2			X		
Daily Total		37	22	19	24	23	2	0	0	0	0
Weekly Total											

From: NOWAK PROPERTIES

HEAD COUNT		23-Jan	24-Jan	25-Jan	26-Jan	27-Jan	28-Jan				
"PROJECT NAME"		- Subcontractors for Week Ending DATE							LOCAL LABOR COMPLIANT	LOCAL LABOR NON COMPLIANT	EXEMPT LABOR
Subcontractor	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday				
Air North	5	2	4	2	2			X			
ADM								X			
Lakes Road glass	4	4			2	4		X			
ZAR carpentry					4			X			
Mountain Restaurant supply			2		2			X			
Ralph Pukham plumbing and heating		5	4	4	5	4		X			
Wesley Mahrtson	3	4	4	4	4	4		X			
Hynet Pulse			3		2			X			
Royal Pools			2					X			
WMT	1	1	1	1	1	1		X			
Towner DR cleaners	4	3	4	4	4			X			
Brother Dial just do gutters			2					X			
SSAINC CORP.						3		X			
PMM painting contractor		4	3	3	3			X			
Rockland Fire		1		1	1			X			
Spechtman - Cable TV								X			
Schindler Elevator					2			X			
Alford&le Grande					2			X			
Daily Total	17	27	31	18	37	12	0	0		0	
Weekly Total											

ATT: YVONNE
 FROM: PRIVATE PROPERTIES

HEAD COUNT		30-Jan	31-Jan	1-Feb	2-Feb	3-Feb	4-Feb						
"PROJECT NAME"		- Subcontractors for Week Ending DATE							LOCAL LABOR COMPLIANT	LOCAL LABOR NON COMPLIANT	EXEMPT LABOR		
Subcontractor	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	COMPLIANT	NON COMPLIANT	EXEMPT LABOR			
Air North	2							X					
ADM	1	3	3	2	3			X					
Lakes Road press				2				X					
ZAR carpentry	4	4	4	4				X					
Meat blacktop					3			X					
Mountain Restaurant supply			2	3	4			X					
Patrick Parkham plumbing and heating			3		3			X					
Western Volkswagen	2	2						X					
Hyster Pulse				2				X					
Royal pools		3						X					
SMART	1	1	1	1	1			X					
Tower DR cleaners	4	4	4	3	2			X					
PULL scaling contractor	3	3	3	3				X					
Kuperus fence	4	4	2					X					
Daily Total	23	24	19	23	16		0	0	0	0			
Weekly Total													

58

From: Newark PROJECT 565

HEAD COUNT

Subcontractor	"PROJECT NAME"							LOCAL LABOR COMPLIANT	LOCAL LABOR NON COMPLIANT	EXEMPT LABOR
	6-Feb	7-Feb	8-Feb	9-Feb	9-Feb	10-Feb				
	- Subcontractors for Week Ending DATE									
Air North	2	2	2	SNOW			X			
ADM	3		2				X			
James Road glass	4	4	2				X			
ZAR carpentry	4	3	4				X			
Ralph Pakham, plumbing and heating	1	1	1				X			
Western Wilkinson	3	2					X			
Troyal pools	1	1	1				X			
TWNT	4	4	4				X			
Towers DR cleaners			1				X			
Rockland fire			1				X			
Daily Total										
Weekly Total	25	17	17		12					

71

From: NSWDALC PROPOSAL 7245

HEAD COUNT		13-Feb	14-Feb	15-Feb	16-Feb	17-Feb	18-Feb					
"PROJECT NAME"		- Subcontractors for Week Ending DATE							LOCAL LABOR COMPLIANT	LOCAL LABOR NON COMPLIANT	EXEMPT LABOR	
Subcontractor	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday					
Air North												
ADM	2	2	2	2	2			X				
Lakes Road glass								X				
Z&R carpentry	3					3		X				
Polish Prokheat plumbing and heating								X				
Wheaton Wilkinson		2						X				
Hyper Pulse	2	1				1		X				
Royal pools				2				X				
VMT	1	1	1	1	1			X				
Towner BR cleaners	2	4	3	4	5			X				
PRM painting contractor		4	4					X				
Rockland fire								X				
A-Puls power		1				1		X				
Daily Total												
Weekly Total	10	20	10	9	8	5	0	0	0	0		

From: Naylor Properties

62

HEAD COUNT		20-Feb	21-Feb	23-Feb	24-Feb	25-Feb	26-Feb				
"PROJECT NAME"		- Subcontractors for Week Ending DATE							LOCAL LABOR COMPLIANT	LOCAL LABOR NON COMPLIANT	EXEMPT LABOR
Subcontractor	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday				
ADM	4	2	2	2	2			X			
Lakes Road glass	2	2			2			X			
Z&R carpentry						4		X			
Frank Priskam plumbing and heating		2						X			
William Wilkinson				1	1	1		X			
Hyper Pulse	1							X			
Royal pools				1	1			X			
WMT	1	1	1	1	1			X			
Towner Dr cleaners	4	4	4	4	4			X			
Mike Gill	4				3			X			
Beamer that just do gutters			2					X			
Roodland fire	1		1	1	1			X			
A-plus sewer	1			2				X			
Daily Total								0		0	
Weekly Total	18	9	10	12	13	5			0	0	

67

From : NOWAK PROPERTIES

HEAD COUNT		27-Feb	28-Feb	1-Mar	2-Mar	3-Feb	4-Mar		LOCAL LABOR COMPLIANT	LOCAL LABOR NON COMPLIANT	EXEMPT LABOR	
"PROJECT NAME"		- Subcontractors for Week Ending DATE										
Subcontractor	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday					
Air North	1			2					X			
ADM	1				2				X			
Lakes Road Poles									X			
Mountain Restaurant supply		1			2				X			
Ralph Pinkham plumbing and heating	3		3						X			
William Wilkinson	1	1	1	1	1	1			X			
Hyper Pulse				1					X			
Royal pools				1					X			
WMT	1	1		1					X			
Towner DR cleaners	4	4		4	4	4			X			
New Gen	6				1				X			
Palm painting contractor			3		3				X			
Daily Total										0	0	
Weekly Total	18	7	14	16	12		1					

From: NORDK PROFILES

HEAD COUNT		6-Mar	7-Mar	8-Mar	9-Mar	3/10	11-Mar						
"PROJECT NAME"		- Subcontractors for Week Ending DATE							LOCAL LABOR COMPLIANT	LOCAL LABOR NON COMPLIANT	EXEMPT LABOR		
Subcontractor	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday						
Air North	2		2	2				X					
ADM	1			1				X					
William Wobison	2	2	2	2	2			X					
Hyper Pulse	2	2	2	2	2			X					
Royal pools	1			1				X					
WMT	1	1	1	1	1			X					
Towner/DR cleaners	4	4	3	4	4			X					
PMM painting contractor	2			1	1			X					
A-plus sewer									1				
Daily Total	15	9	10	14	10	1							
Weekly Total													

From: NOWAK PROPERTIES

HEAD COUNT		13-Mar	14-Mar	15-Mar	16-Mar	17-Mar	18-Mar	LOCAL LABOR COMPLIANT	LOCAL LABOR NON COMPLIANT	EXEMPT LABOR
"PROJECT NAME"		- Subcontractors for Week Ending DATE						LOCAL LABOR COMPLIANT	LOCAL LABOR NON COMPLIANT	EXEMPT LABOR
Subcontractor	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday			
Air North	2									
ADM	1	SNOW						X		
Lakes Road class								X		
Mountain Restaurant supply								X		
Western Wilderson								X		
Hyper Plusa	2		2	1	2	2		X		
Royal pools	2		2	2	1			X		
WMT	1			3	2			X		
Towhee DR cleaners	1		1	1	1			X		
Rockland fire	4		2	4	4			X		
PAH training contractor	3				1			X		
Pegla Electric Corp				1	1			X		
Daily Total	17	0	7	16	14	2		X		
Weekly Total										

From: NOWALK PROPERTIES

HEAD COUNT		20-Mar	21-Mar	22-Mar	23-Mar	24-Mar	25-Mar	
"PROJECT NAME"		- Subcontractors for Week Ending DATE						
Subcontractor	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	
Air North								
Lakes Road glass		2	2		1			
Z&R carpentry		3						
Mountain Restaurant slippy				1	4			
William Wilkinson	1	1						
Hyper Pulse		1	1					
WMT	1	1	1	1	1			
Towner DR cleaners		3		3	4			
Rockland fire								
Daily Total	2	11	6	5	10			
Weekly Total								0

From: NWMK Proposals

X
X
X
X
X
X
X
X
X
X

CONAS.MF

HEAD COUNT		27-Mar	28-Mar	1-Mar	30-Mar	31-Mar	1-Apr	2-Apr
"PROJECT NAME"		- Subcontractors for Week Ending DATE						
Subcontractor	Monday	Tuesday		Thursday	Friday	Saturday	Sunday	
Air North				2				
Ralph Pinkham plumbing and heating				3				
William Wilkinson	1							
Hyper Pulse		1						
Royal pools	2							
WMT	1	1		1	1			
Towner DR cleaners	4	4		4	4			
New Gen					1			
Daily Total	8	6	5	8	6		0	
Weekly Total								

From: ASWAL PROPERTIES

CONTRACT

X
X
X
X
X
X
X

HEAD COUNT	"PROJECT NAME"							LOCAL LABOR COMPLIANT	LOCAL LABOR NON COMPLIANT	EXEMPT LABOR
	3-Apr	4-Apr	5-Apr	6-Apr	7-Apr	8-Apr	4-9			
	- Subcontractors for Week Ending DATE									
Subcontractor	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday			
Hyper Pulse		1	1	1				X		
Royal pools										
WMT	1	1	1	1	1			X		
New Gan										
Rockland fire										
TOTAL	1	2	2	2	1	0	0			

APRIL 1st - 0 -
 APRIL 2nd - 0 -

HEAD COUNT

"PROJECT NAME"	10-Apr	11-Apr	12-Apr	13-Apr	14-Apr	15-Apr	4-16	LOCAL LABOR COMPLIANT	LOCAL LABOR NON COMPLIANT	EXEMPT LABOR
	- Subcontractors for Week Ending DATE									
Subcontractor	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday			
Hyper Pulse										
WMT	1	1	1	1	1			X		
New Gen								X		
Rockland fire		1						X		
	1	2	2	3	1	0	0			

HOTEL
OPEN



HEAD COUNT

"PROJECT NAME"	17-Apr	18-Apr	19-Apr	20-Apr	21-Apr	22-Apr	4-23	LOCAL LABOR COMPLIANT	LOCAL LABOR NON COMPLIANT	EXEMPT LABOR
	- Subcontractors for Week Ending DATE									
Subcontractor	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday			
Hyper Pulse										
W&M	1	1	1	1	1			X		
New Gen		1						X		
	1	2	1	1	1	0	0			

HEAD COUNT

PROJECT NAME	24-Apr	25-Apr	26-Apr	27-Apr	28-Apr	29-Apr	30-Apr	LOCAL LABOR COMPLIANT	LOCAL LABOR NON COMPLIANT	EXEMPT LABOR
	- Subcontractors for Week Ending DATE									
Subcontractor	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday			
Hyper Pulse	1	1	1	1	1			X		
WMT		8	8	8	3			X		
Mead Sealoading	1	9	9	9	4	0	0			

TOWN OF WAWAYANDA

SLATE HILL, NY 10973



EXHIBIT E

TEMPORARY CERTIFICATE OF OCCUPANCY

Building Permit # 2015-222

Issue Date : 8/31/2015

Location : 3491 Rt 6

Owner : Bradleys Corner Diner &
32 Bennett Street
Middletown NY 10940

SBL : 5-5-16.1

CO Date: 4/13/2017

THIS CERTIFIES that the structure described herein conforms substantially to the approved plans and specifications heretofore filed in this office pursuant to which the Building Permit was issued.

The work for which this certificate is issued is as follows:
New Commercial Structure

Expiration Date: 4/20/2017

Occupancy Class: R1/A2

Construction Type 5A

Occupant Load: 264

Notes:

4 Story Hotel
108 Rooms

Conditions:

1. OCHD Approvals for Kitchen, Pool & Backflow Preventor must be submitted by 4/20/17. Until permits are issued by the Health Department, use of the kitchen and pool is not permitted.
2. Town Engineer Approval-All items from the 4/13/17 itemized list must be completed by 10/13/17.
3. Town Water/Sewer Approval by 4/20/17.



C. White

Code Enforcement Officer

(The Certificate of Occupancy will only be issued if the construction substantially complies with the Codes of New York State and with other laws, ordinances or regulations affecting the premises, and in conformity with the approved plans and specifications. A final electrical, plumbing, heating, sanitation, engineering certificate or other evidence of compliance may be required before the issuance of the Certificate of Occupancy.)