DRAFT FOR DISCUSSION PURPOSES ONLY
DATED: SEPTEMBER 17, 2025

UCIDA

Ulster County Industrial Development Agency

FEE SCHEDULE GUIDELINES

Section 1. APPLICABILITY

This policy shall apply to any company which applies for financial assistance (each an "Applicant") from the Ulster County Industrial Development Agency (the "Agency").

Section 2. APPLICATION FEES AND DEPOSIT

The Agency has established a non-refundable application fee of one thousand dollars ($1,000.00) to cover the anticipated costs of the Agency in processing each application. A check or money order in the amount of the application fee made payable to the Agency must accompany each application.

Section 3. PUBLIC HEARINGS

The Agency is required to conduct a public hearing in connection with any requests for financial assistance from the Agency where the amount of financial assistance is expected to be greater than or equal to $100,000. Applicants will be responsible for court stenographer fees and any other fees incurred by the Agency in connection with the holding by the Agency of such public hearing(s).

Section 4. SPECIAL MEETINGS

The Agency's fee for holding a special meeting (the "Special Meeting Fee") outside of the regularly scheduled monthly meeting is $2,000 plus all costs incurred per meeting, including fees of counsel or special counsel to the Agency. The Special Meeting Fee shall be payable in advance of scheduling and conducting such Special Meeting.

Section 5. PROJECT FEES

Unless the Agency otherwise agrees in writing, a project fee (the "Project Fee") is required to be paid by each Applicant at/or prior to the granting of financial assistance by the Agency. The amount of each Project Fee shall be as set forth in the table below, and shall separately include all fees of counsel or special counsel to the Agency:

New Project	The Agency's Project Fee shall be equal to one-percent (1%) of the total project cost for new project applications.
New Bond Project	The Agency's Project Fee shall be equal to one-percent (1%) of the aggregate principal amount of any bonds issued by the Agency with respect to a project.

Notwithstanding the above table, the Agency may, in its sole and absolute discretion, determine to charge a Project Fee equal to such lesser amount as may be determined by the Agency. The Agency's determination to charge a reduced Project Fee shall be made on a case-by-case basis based on such factors as may be determined by the Agency in connection with a particular Project or Applicant. Some factors which they Agency may consider include, but shall not be limited to: the total project cost and the relative value of the financial assistance to be provided by the Agency versus the project costs (including the Project Fee).

Each Applicant must complete a Post-Closing Affidavit (a form of which is attached) at the completion of construction of a project. The Agency shall be entitled to an increased Project Fee post-closing if the final project cost exceeds the estimated project cost included in the application by more than 1.5%. The balance of any increased Project Fee will be due within sixty (60) days of submission of the Post-Closing Affidavit.

New York State imposes an additional Bond Issuance Charge for bonds issued by the Agency. The fee is a percentage of the principal amount of the bonds and is calculated as follows:

Single family mortgage revenue bonds:	.07%
Other issuances in an aggregate principal amount of $20,000,000 or less	0%
Other issuances in an aggregate principal amount of more than $20,000,000	.35%

Section 6. ADMINISTRATIVE FEES FOR POST-CLOSING MODIFICATIONS AND AMENDMENT TRANSACTIONS

Unless the Agency otherwise agrees in writing, an administrative fee (the "Post-Closing Fee") is required to be paid by each Applicant in connection with any post-closing modifications, amendments, or other changes to a project post-closing. The amount of each Post-Closing Fee shall be as set forth in the table below, and shall separately include all fees of counsel or special counsel to the Agency:

Transfer of ownership of an existing project	If an Applicant requests that the Agency authorize the Applicant to transfer ownership of an existing project to a new owner (the "Owner"), the Agency's Post-Closing Fee shall be equal to between one-half of one-percent (1/2 of 1%) and one-percent (1%) of the "change in project value" (if any) based on details of the transfer of ownership. Such fee shall be charged at the Agency's discretion. The "change in project value" will be the difference between (i) the total project cost as set forth in (a) the original project approvals (as amended by the Post-Closing Affidavit) or (b) the most recent transfer approval resolution, and (ii) the price paid by the Owner/Transferee to the Applicant/Transferor to acquire the project or an interest therein.
Execution and delivery by the Agency of a new mortgage	If an Applicant requests that the Agency execute and deliver a mortgage post-closing to obtain additional financing for a project (which request is not accompanied by a request for additional mortgage recording tax exemption), the Agency's Post-Closing Fee shall be equal to $500.00 plus any and all costs incurred by the Agency in connection with such new mortgage, including fees of counsel or special counsel to the Agency.
Extension of Sales Tax Exemption Period and/or Increase of Sales Tax Exemption Benefit and/or Mortgage Recording Tax Benefit	If an Applicant requests that the Agency authorize (a) an extension of the period during which the Applicant can utilize the sales tax exemption benefit provided in connection with a project, and/or (b) an increase in the amount of sales tax exemption benefit and/or mortgage recording tax exemption benefit provided by the Agency in connection with a project, the Agency's Post-Closing Fee shall be equal to $1,000.00 plus any and all costs incurred by the Agency in connection with such modification, including fees of counsel or special counsel to the Agency. *The amount of this Post-Closing Fee is subject to change if the amount of additional benefits requested is greater than or equal to $100,000.

Termination of a project	If an Applicant requests (a) to terminate a project early, or (b) that counsel to the Agency prepare termination documents in connection with the scheduled termination of a project, the Agency's Post-Closing Fee shall be equal to any and all costs incurred by the Agency in connection with such termination, including fees of counsel or special counsel to the Agency, plus a percentage of the "change in value to the Applicant" based on details of the termination. Such additional percentage shall be charged at the Agency's discretion. The "change in value to the Applicant" will be the difference between (i) the total project cost as set forth in (a) the original project approvals (as amended by the Post-Closing Affidavit) or (b) the most modification approval resolution (if any), and (ii) the reduced cost to the Applicant to operate the project without the Agency's involvement.
Other post-closing requests	If an Applicant requests that the Agency make other post-closing amendments or modifications, the Agency's Post-Closing Fee shall be equal to any and all costs incurred by the Agency in connection with such termination, including fees of counsel or special counsel to the Agency, plus an additional fee as may be determined by staff of the Agency with review and approval by the members of the Agency.

Notwithstanding the above table, the Agency may, in its sole and absolute discretion, charge an additional Post-Closing Fee to cover costs, expenses, and administrative time dedicated by the Agency to a post-closing request. Such additional Post-Closing Fee shall not exceed fifteen percent (15%) of the total costs incurred by an Applicant in connection with such post-closing transaction.

Section 7. RECURRING ANNUAL FEES

The Agency will collect a fee from all Applicants due annually on January 1, to help offset administrative costs associated with project compliance as follows:

- $500 annually – for projects where project costs are less than $2 million
- $1,000 annually – for projects where project costs are at least $2 million but less than $5 million
- $1,500 annually – for projects where project costs are at least $5 million but less than $25 million
- $2,000 annually – for projects where project costs $25 million or more
- $500 annually – for each additional tenant

Per the Agency's Enforcement of Agency Projects Policy, all Applicants must reimburse the Agency for the cost of a certified public accountant (CPA) to verify and certify: (a) the Applicant's proof of workers' compensation coverage, and (b) that the information reported by the Applicant regarding: (1) the number of full-time equivalent (FTE) jobs reported as currently employed for such year, and (2) the total dollar payroll amount reported for such year, is consistent with: (i) the Applicant's original application, (ii) the documents executed by and between the Agency and the Applicant for such project (the "Project Documents"), and (iii) the payroll data submitted to the State of New York in the Applicant's (or tenant's) NYS-45s.

Section 8. LATE FEES FOR THE FILING OF ANNUAL REPORTS BY PROJECTS

All Applicants which receive financial assistance from the Agency are required to submit an annual report (the "Annual Report") to the Agency regarding the status of such Applicant's project for a given year (as further discussed in the Applicant's Project Documents). If an Applicant fails to file their Annual Report with complete and accurate requested information and documents by January 31, the Agency will impose late fees as follows:

- Filed after January 31, but on or before February 15 - $1,000
- Filed after February 15, but on or before February 28 - $1,500
- Filed after February 28 - $2,000

Late fees shall be due upon receipt of invoice. Any late fees not received within fourteen (14) days of receipt of such invoice shall be charged interest at a rate of ten percent (10%) per every thirty (30) days that the late fee remains unpaid.

Section 9. FOIL REQUESTS

When Freedom of Information Law (FOIL) requests are received, the Agency fee(s) associated with fulfilling the request(s) are 15¢ per scanned page and/or 25¢ per photocopy. For additional information, see New York State's Freedom of Information Law (https://www.dos.ny.gov/coog/foil2.html).

Re-affirmed: [September 17, 2025]

POST-CLOSING AFFIDAVIT

STATE OF NEW YORK)
) ss:
COUNTY OF ULSTER)

I, the undersigned, an Authorized Officer of _____ (the "Company"), do hereby depose and state as follows:

1. Ulster County Industrial Development Agency (the "Agency") may rely on the contents of this Affidavit in determining the Project Fee of its _____ Project, consisting of: _____ (the "Project").

2. On or about _____, 20__, the Company delivered an application (the "Application") to the Agency for consideration of the Project. The Application included an estimated total cost of the Project.

3. The chart below contains the breakdown of the estimated total Project cost and the final total Project cost:

			Estimated Amount per Application	Final Amount
Land and/or Building Acquisition:	acres	square feet	$____	$____
New Building Construction:	square feet		$____	$____
Building Addition(s):	square feet		$____	$____
Infrastructure Work:			$____	$____
Reconstruction/Renovation:	square feet		$____	$____
Manufacturing Equipment:			$____	$____
Non-Manufacturing Equipment (furniture, fixtures, etc.):			$____	$____
Soft Costs (professional services, labor, etc.):			$____	$____
Other (Specify):				
		TOTAL:	$____	$____

4. The Company is required to provide a CPA certification that the costs within the above chart are accurate. The Company will also be required to include a depreciation schedule based on the first tax return of the completed Project.

5. The total Project Fee paid to the Agency by the Company, as of the date of this Affidavit, is $_____.

6. The Company owes an additional $_____ to the Agency due to the increase in the total Project Fee as a result of the increase in the total Project cost of $_____.

CERTIFICATION

I certify that I have prepared the responses provided in this Questionnaire and that, to the best of my knowledge such responses are true, correct, and complete.

I understand that the foregoing information and attached documentation will be relied upon, and constitute inducement for, the Agency in providing financial assistance to the Project. I certify that I am familiar with the Project and am authorized by the Company to provide the foregoing information, and such information is true and complete to the best of my knowledge. I further agree that I will advise the Agency of any changes in such information, and will answer any further questions regarding the Project prior to the closing.

I affirm under penalty of perjury that all statements made on this application are true, accurate and complete to the best of my knowledge.

Date Signed: _____ _____, 20___.	**Name of Person Completing the application on behalf of the Company.** Name: _____ Title: _____ Phone Number: _____ Address: _____ **Signature:** _____

IN WITNESS WHEREOF, the undersigned has set forth their hand as of the ____ day of _____, 20___.

_____

By: _____
Authorized Officer

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

_____
Notary Public