

# UCIDA

Ulster County Industrial Development Agency

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## FEE SCHEDULE GUIDELINES

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### Section 1. APPLICABILITY

This policy shall apply to all Applicants of 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. Additionally, the Agency has established a deposit of one thousand dollars (\$1,000.00) to cover the cost of background checks and public hearings. Any deposit balance remaining after accounting for actual cost of background checks and public hearings, will be refunded to the Applicants at closing. A check or money order made payable to the Agency must accompany each application.

### Section 3. BACKGROUND CHECK

The Agency has established a Background Check Policy. Applicants are responsible for the actual cost of all background checks.

### Section 4. PROJECT FEES

Unless the Agency otherwise agrees in writing, the Project Fee is required to be paid by the Applicant at/or prior to the granting of financial assistance by the Agency.

New Project	The Agency's Project Fee is 1% percent of the total Project cost for new Project applications.
Transfer of Ownership of an existing Project	The Agency's Project Fee is at minimum \$3,000 for transfer of ownership of an existing Project.

The Applicant must complete the Post-Closing Affidavit (attached) at the completion of the Project. A post-closing increase in the Project Fee will occur if the final Project cost exceeds the estimated Project cost included in the application by more than 1.5%. The balance on the increased Project Fee will be due within 60 days of submission of the Post-Closing Affidavit.

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

- .168% for bonds of \$1,000,000 or less.
- .336% for bonds of \$1,000,001 up to \$5,000,000
- .504% for bonds of \$5,000,001 up to \$10,000,000
- .672% for bonds of \$10,000,001 up to \$20,000,000
- .840% for bonds more than \$20,000,000

#### Section 5. ADMINISTRATIVE FEES FOR POST-CLOSING MODIFICATIONS AND AMENDMENT TRANSACTIONS

The Administrative Fee for Post-Closing Modifications and Amendment Transactions shall be determined by the staff of the Agency, with review and approval of the Agency. The minimum Administrative Fee for such transactions shall be \$500.00. The Applicant will also be expected to pay all costs incurred by Agency counsel and special counsel.

#### Section 6. PUBLIC HEARINGS

In all Projects requiring a public hearing(s), Applicants will be responsible for court stenographer fees and any other associated fees required to hold a public hearing.

#### Section 7. SPECIAL MEETINGS

The Agency's fee for holding a special meeting outside of the regularly scheduled monthly meeting is \$500 plus costs incurred per meeting.

#### Section 8. 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>).

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Adopted May 9, 2018



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.

<b>Date Signed:</b> _____, 20__.	<b>Name of Person Completing the application on behalf of the Company.</b>  Name: _____ Title: _____ Phone Number: _____ Address: _____  <b>Signature:</b> _____
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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