

3 Neptune Road, Suite A21, Poughkeepsie, NY 12601  
Tel. # - (845) 463-5400 / Fax # - (845) 463-0100

**NOTICE AND CONFIRMATION**  
**BOARD OF DIRECTORS REGULAR MEETING**

Wednesday, October 14, 2026  
8:00 AM

**DATE:** October 9, 2026

**TO:** Ronald J. Piccone II, *Vice Chairman/Treasurer*  
Thomas J. LeCount, *Secretary*  
Brian Berryann  
Kristofer Munn

**FROM:** Mark Doyle, *Chairman*

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A regular meeting of the Dutchess County Industrial Development Agency [DCIDA] has been scheduled for **Wednesday, October 14, 2026 at 8:00 AM** at **3 Neptune Road, Suite A21, Poughkeepsie, NY 12601**.

**In compliance with NYS Senate Bill S88**, signed into law on August 27, 2019 and effective as of January 2020, this meeting will be recorded.

**PLEASE TAKE NOTICE** that the Dutchess County Industrial Development Agency (the "Agency") Board Meeting scheduled for October 14, 2026 can also be viewed electronically via conference call by the public. Members of the public may listen to the Board meeting by logging into the Zoom Platform at <https://us06web.zoom.us/j/82918128534> or calling 1-929-436-2866 Meeting ID: 829 1812 8534. The meeting will be recorded and will be posted on the Agency's website.

The purpose of the meeting is to consider the following:

1. Conflict of Interest Disclosures
2. Proof of Meeting Notice
3. Bills and Communications
4. Approval of Minutes  
September 16, 2026  
September 29, 2026
5. Report from Treasurer  
A. Financial Report
6. Reports from Committees  
A. Finance & Audit Committee
  - For Consideration and Approval of Auditing Firm
  - For Consideration and Approval of 2027 IDA Budget  
B. Waiver/Exemption Workgroup
7. Unfinished Business
8. New Business
  - A. For Consideration and Approval of a Supplemental Authorizing Resolution for MHTC Development, LLC – Eastdale Village Project (Town of Poughkeepsie) authorizing an extension of the Master Project's completion date to December 31, 2029.
  - B. For Consideration and Approval of request by POU Development LLC (Sky Harbor Group) for a partial waiver of the Agency's Local Workforce Utilization Policy for certain trade contracts, based on a national purchase agreement, specialized construction needs, lack of qualified/available local workforce, and significant cost differentials.
  - C. IDA Table at the Business Excellence Awards

| Information Copy                                          |                                                                                                                    |                           |
|-----------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|---------------------------|
| Sue Serino, DC Executive<br>Eoin Wrafter, Dutchess County | Robin Mack, Executive Director<br>Jane Denbaum, CFO<br>Donald Cappillino, Counsel<br>Elizabeth Cappillino, Counsel | H. Gross, Mid-Hudson News |

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Tel. # - (845) 463-5400 / Fax # - (845) 463-0100

**BOARD OF DIRECTORS REGULAR MEETING**

Wednesday, October 14, 2026

8:00 AM

**AGENDA**

1. Roll Call
2. Conflict of Interest Disclosures
3. Proof of Meeting Notice
4. Bills and Communications
5. Approval of Minutes  
September 16, 2026  
September 29, 2026
6. Report from Treasurer
  - A. Financial Report
7. Reports from Committees
  - A. Finance & Audit Committee
    - For Consideration and Approval of Auditing Firm
    - For Consideration and Approval of 2027 IDA Budget
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  - C. IDA Table at the Business Excellence Awards
10. Adjournment

**In compliance with NYS Senate Bill S88**, signed into law on August 27, 2019 and effective as of January 2020, this meeting will be recorded.

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10/05/26

Accrual Basis

## Dutchess County Industrial Development Agency

## Balance Sheet

As of September 30, 2026

|                                               | Sep 30, 26           |
|-----------------------------------------------|----------------------|
| <b>ASSETS</b>                                 |                      |
| <b>Current Assets</b>                         |                      |
| <b>Checking/Savings</b>                       |                      |
| 1010 · Cash                                   |                      |
| 1152 · Money Market TD Bank                   | 3,334,726.05         |
| 1156 · CD2 - NBT (Salisbury)                  | 2,087,992.93         |
| <b>Total 1010 · Cash</b>                      | <b>5,422,718.98</b>  |
| <b>Total Checking/Savings</b>                 | <b>5,422,718.98</b>  |
| <b>Accounts Receivable</b>                    |                      |
| 11000 · Accounts Receivable                   | 35,373.00            |
| <b>Total Accounts Receivable</b>              | <b>35,373.00</b>     |
| <b>Total Current Assets</b>                   | <b>5,458,091.98</b>  |
| <b>Fixed Assets</b>                           |                      |
| 1390 · Furniture & Equipment                  |                      |
| 1680 · Furniture & Equipment                  | 3,115.81             |
| 1710 · Accumulated Depreciation               | -3,115.81            |
| <b>Total 1390 · Furniture &amp; Equipment</b> | <b>0.00</b>          |
| <b>Total Fixed Assets</b>                     | <b>0.00</b>          |
| <b>Other Assets</b>                           |                      |
| 1175 · Other Assets                           |                      |
| 1200 · Receivables                            | 4,196,336.33         |
| 1310 · Prepaid Expense                        | 1,531.87             |
| <b>Total 1175 · Other Assets</b>              | <b>4,197,868.20</b>  |
| 1400 · Receivables - LT                       | 120,608.57           |
| 1600 · Escrow Deposits                        |                      |
| 1601 · Cricket Valley Escrow Deposit          | 2,041,325.37         |
| <b>Total 1600 · Escrow Deposits</b>           | <b>2,041,325.37</b>  |
| <b>Total Other Assets</b>                     | <b>6,359,802.14</b>  |
| <b>TOTAL ASSETS</b>                           | <b>11,817,894.12</b> |
| <b>LIABILITIES &amp; EQUITY</b>               |                      |
| <b>Liabilities</b>                            |                      |
| <b>Current Liabilities</b>                    |                      |
| <b>Accounts Payable</b>                       |                      |
| 20000 · *Accounts Payable                     | 674,439.55           |
| <b>Total Accounts Payable</b>                 | <b>674,439.55</b>    |
| <b>Total Current Liabilities</b>              | <b>674,439.55</b>    |
| <b>Long Term Liabilities</b>                  |                      |
| 2300 · Escrow Deposit Liability               |                      |
| 2301 · Cricket Valley Escrow Deposit          | 2,041,325.37         |
| <b>Total 2300 · Escrow Deposit Liability</b>  | <b>2,041,325.37</b>  |
| <b>Total Long Term Liabilities</b>            | <b>2,041,325.37</b>  |
| <b>Total Liabilities</b>                      | <b>2,715,764.92</b>  |
| <b>Equity</b>                                 |                      |
| 2490 · Fund Balance                           |                      |
| 3200 · Fund Balance IDA                       | -25,000.00           |
| <b>Total 2490 · Fund Balance</b>              | <b>-25,000.00</b>    |

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10/05/26

Accrual Basis

**Dutchess County Industrial Development Agency**

**Balance Sheet**

**As of September 30, 2026**

|                                 | Sep 30, 26    |
|---------------------------------|---------------|
| 30000 · Opening Balance Equity  | 1,447,427.47  |
| 32000 · Unrestricted Net Assets | 1,833,911.89  |
| Net Income                      | 5,845,789.84  |
| Total Equity                    | 9,102,129.20  |
| TOTAL LIABILITIES & EQUITY      | 11,817,894.12 |

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10/05/26

Accrual Basis

# Dutchess County Industrial Development Agency

## Profit & Loss Budget vs. Actual

### January through September 2026

|                                       | Jan - Sep 26         | Budget             | \$ Over Budget       | % of Budget      |
|---------------------------------------|----------------------|--------------------|----------------------|------------------|
| <b>Ordinary Income/Expense</b>        |                      |                    |                      |                  |
| <b>Income</b>                         |                      |                    |                      |                  |
| 4000 · Cash Revenues                  |                      |                    |                      |                  |
| 4020 · Administrative Fees            | 6,369,156.16         | 175,000.00         | 6,194,156.16         | 3,639.5%         |
| 4030 · Application Fees               | 6,000.00             | 1,000.00           | 5,000.00             | 600.0%           |
| 4035 · Compliance Fees                | 20,540.00            | 29,000.00          | -8,460.00            | 70.8%            |
| 4040 · Fees - Other                   | 61,500.00            | 56,650.00          | 4,850.00             | 108.6%           |
| 4910 · Interest                       | 67,577.78            | 65,000.00          | 2,577.78             | 104.0%           |
| <b>Total 4000 · Cash Revenues</b>     | <b>6,524,773.94</b>  | <b>326,650.00</b>  | <b>6,198,123.94</b>  | <b>1,997.5%</b>  |
| 4150 · PILOT Payments                 | 8,971,035.37         |                    |                      |                  |
| <b>Total Income</b>                   | <b>15,495,809.31</b> | <b>326,650.00</b>  | <b>15,169,159.31</b> | <b>4,743.9%</b>  |
| <b>Expense</b>                        |                      |                    |                      |                  |
| 6000 · Expenditures                   |                      |                    |                      |                  |
| 6240 · Audit                          | 0.00                 | 14,300.00          | -14,300.00           | 0.0%             |
| 6260 · Dues, Publications, Subs       | 875.00               | 3,000.00           | -2,125.00            | 29.2%            |
| 6280 · Insurance                      | 4,388.68             | 4,500.00           | -111.32              | 97.5%            |
| 6350 · Misc                           | 3,585.42             | 5,500.00           | -1,914.58            | 65.2%            |
| 6500 · Professional Service Contracts | 625,000.00           | 655,000.00         | -30,000.00           | 95.4%            |
| 6510 · Professional Services          | 43,787.75            | 74,150.00          | -30,362.25           | 59.1%            |
| 6520 · Rent                           | 1,347.25             | 4,353.00           | -3,005.75            | 30.9%            |
| 6550 · Travel & Meetings              | 0.00                 | 3,500.00           | -3,500.00            | 0.0%             |
| <b>Total 6000 · Expenditures</b>      | <b>678,984.10</b>    | <b>764,303.00</b>  | <b>-85,318.90</b>    | <b>88.8%</b>     |
| 6450 · PILOT Payment                  | 8,971,035.37         |                    |                      |                  |
| <b>Total Expense</b>                  | <b>9,650,019.47</b>  | <b>764,303.00</b>  | <b>8,885,716.47</b>  | <b>1,262.6%</b>  |
| <b>Net Ordinary Income</b>            | <b>5,845,789.84</b>  | <b>-437,653.00</b> | <b>6,283,442.84</b>  | <b>-1,335.7%</b> |
| <b>Net Income</b>                     | <b>5,845,789.84</b>  | <b>-437,653.00</b> | <b>6,283,442.84</b>  | <b>-1,335.7%</b> |

**Dutchess County Industrial Development Agency**

| <b>IDA</b>                        | <b>2025</b>    | <b>Approved</b> | <b>2026</b>      | <b>2027</b>      |
|-----------------------------------|----------------|-----------------|------------------|------------------|
|                                   | <b>Audited</b> | <b>2026</b>     | <b>Estimated</b> | <b>Proposed</b>  |
|                                   |                | <b>Budget</b>   | <b>EOY</b>       | <b>Budget</b>    |
| <b>Revenues:</b>                  |                |                 |                  |                  |
| 1 Administration Fees             | 0              | 175,000         | 8,454,860        | 850,000          |
| 2 Application Fees                | 4,000          | 1,000           | 7,000            | 1,000            |
| 3 Compliance Fees                 | 23,546         | 29,000          | 30,540           | 39,600           |
| 4 Other Fees                      | 53,280         | 56,650          | 69,600           | 94,200           |
| 5 Interest                        | 120,355        | 65,000          | 82,589           | 204,800          |
| <b>Total Revenue</b>              | <b>201,181</b> | <b>326,650</b>  | <b>8,644,589</b> | <b>1,189,600</b> |
| <b>Expenditures:</b>              |                |                 |                  |                  |
| 6 Audit                           | 13,900         | 14,300          | 14,600           | 14,600           |
| 7 Dues, pub, sub                  | 1,375          | 3,000           | 1,500            | 3,000            |
| 8 Insurance                       | 4,349          | 4,500           | 4,389            | 4,500            |
| 9 Misc/Other                      | 8,120          | 5,500           | 5,085            | 26,500           |
| 10 Professional Service Contracts | 655,000        | 655,000         | 655,000          | 705,000          |
| 11 Professional Services          | 81,360         | 74,150          | 85,019           | 114,200          |
| 12 Rent/Storage                   | 4,153          | 4,353           | 1,945            | 1,500            |
| 13 Supplies                       | 0              | 0               | 0                | 0                |
| 14 Travel & Meeting               | 0              | 3,500           | 0                | 3,500            |
| <b>Total Expense</b>              | <b>768,257</b> | <b>764,303</b>  | <b>767,538</b>   | <b>872,800</b>   |
| Excess Income /Expense            | (567,076)      | (437,653)       | 7,877,051        | 316,800          |

|                                          | <b>2025</b>   | <b>2026</b>     | <b>2026</b>      | <b>2027</b>     |
|------------------------------------------|---------------|-----------------|------------------|-----------------|
|                                          | <b>Actual</b> | <b>Approved</b> | <b>Estimated</b> | <b>Proposed</b> |
|                                          |               | <b>Budget</b>   | <b>EOY</b>       | <b>Budget</b>   |
| LDC                                      | 200,000       | 200,000         | 200,000          | 250,000         |
| DTI                                      | 425,000       | 425,000         | 425,000          | 425,000         |
| HV Agri                                  | 30,000        | 30,000          | 30,000           | 30,000          |
| 10 <i>Professional Service Contracts</i> | 655,000       | 655,000         | 655,000          | 705,000         |
| DTI                                      | 300,000       | 300,000         | 300,000          | 300,000         |
| MidHudson Arts                           | 100,000       | 100,000         | 100,000          | 100,000         |
| HV Film                                  | 25,000        | 25,000          | 25,000           | 25,000          |
|                                          | 425,000       | 425,000         | 425,000          | 425,000         |
| Cappillino, Rothchild & Egan, LLP        | 13,610        | 16,000          | 12,550           | 15,000          |
| Local Workforce Compliance               | 41,080        | 51,650          | 37,800           | 88,200          |
| Reasonability Studies                    | 18500         | 5,000           | 25,500           | 6,000           |
| Transcription Services                   | 6170          | 1,000           | 6,169            | 3,000           |
| Video services                           | 2,000         | 500             | 3,000            | 2,000           |
| 11 <i>Professional Services</i>          | 81,360        | 74,150          | 85,019           | 114,200         |

9/21/2026

## **Dutchess County Industrial Development Agency**

### **2026 End of Year and Proposed 2027 Budget**

#### **Narrative**

##### **Revenues:**

- *Administrative Fees* for Year end 2026 is revenue for Jackson Crossing, AP Packaging amendment, Hudson Company, Locust Grove Apartments, and the potential closing Champlain Hudson, NRI, POU Development, Town Center Development, IBM Quantum and Elbow Creek .

*2027 Administrative Fees* are based on 2 potential project closings, LaGrange Town Center North, Enclave of Hyde Park, and 1 potential new application.

- *Application Fees* for 2026 are fees for Champlain Hudson, Locust Grove Apartments, SoHo House, IBM, Elbow Creek and Enclave at Hyde Park with one potential one for Berkeley Square. For 2027 it is estimated to be 1 application submission.
- *Compliance Fees* are based on active projects that are subject to the fee.
- *Other Fees* include fees related to the Local Workforce Compliance monitoring, Reasonability Studies and for Economic Impact Study. 2027 *Other Fees* budgeted include Local Workforce compliance monitoring for projects in construction period and one reasonability study.
- *Interest* is based on short-term investment interest and the budget is reduced based on anticipated lower cash balance and rates.

##### **Expenditures:**

- *Audit* is based on costs outlined in RBT's proposal for 2026, 2027 and 2028..
- *Dues, Publications and Subscriptions* include a subscription for a Cost Benefit program and a shared membership with LDC to NYSEDC.
- *Insurance* is the Crime Bond and General Liability for the IDA
- *Misc/Other* includes postage and web-site maintenance agreement shared with LDC.

- The *Professional Service Contract* includes contracts with the Dutchess County Local Development Corporation, Dutchess Destination, and Hudson Valley Agriculture. The professional service contract amount:
- DCLDC \$200,000 with a increase for 2027 budget to \$250,000.
- Dutchess Destination \$425,000
- Hudson Valley AgriBusiness is \$30,000
- *Professional Services* includes estimated cost for services from Cappillino, Rothchild & Egan, LLP, public hearing transcription, video services, local workforce compliance monitoring and reasonability studies.
- *Rent* is the IDA's cost of the storage unit.
- *Supplies expense* has no actual for 2026 and is not budgeted to have any in 2027.
- *Travel and meeting expense* is based on an estimated costs.

## Dutchess County Industrial Development Agency

Paris 5 Year Budget

Year: 2027

|                                    | Audit<br><b>2025</b> | Current Year<br>(Estimated)<br><b>2026</b> | Next Year<br>(Proposed)<br><b>2027</b> | Proposed<br><b>2028</b> | Proposed<br><b>2029</b> | Proposed<br><b>2030</b> |
|------------------------------------|----------------------|--------------------------------------------|----------------------------------------|-------------------------|-------------------------|-------------------------|
| <b>Operating Revenues:</b>         |                      |                                            |                                        |                         |                         |                         |
| Charges for services               | \$80,826             | \$8,562,000                                | \$984,800                              | \$500,000               | \$510,000               | \$520,200               |
| Rentals & Financing Income         | \$0                  | \$0                                        | \$0                                    | \$0                     | \$0                     | \$0                     |
| Other Revenue                      | \$0                  | \$0                                        | \$0                                    | \$0                     | \$0                     | \$0                     |
|                                    | <u>\$80,826</u>      | <u>\$8,562,000</u>                         | <u>\$984,800</u>                       | <u>\$500,000</u>        | <u>\$510,000</u>        | <u>\$520,200</u>        |
| <b>Nonoperating Revenues:</b>      |                      |                                            |                                        |                         |                         |                         |
| Investment earnings                | \$120,355            | \$82,589                                   | \$204,800                              | \$160,000               | \$160,000               | \$160,000               |
| State Subsidies / Grants           | \$0                  | \$0                                        | \$0                                    | \$0                     | \$0                     | \$0                     |
| Federal Subsidies / Grants         | \$0                  | \$0                                        | \$0                                    | \$0                     | \$0                     | \$0                     |
| Municipal Subsidies / Grants       | \$0                  | \$0                                        | \$0                                    | \$0                     | \$0                     | \$0                     |
| Public Authority Subsidies         | \$0                  | \$0                                        | \$0                                    | \$0                     | \$0                     | \$0                     |
| Other Non-Operating Revenues       | \$0                  | \$0                                        | \$0                                    | \$0                     | \$0                     | \$0                     |
| Proceeds From The Issuance of Debt | \$0                  | \$0                                        | \$0                                    | \$0                     | \$0                     | \$0                     |
|                                    | <u>\$0</u>           | <u>\$0</u>                                 | <u>\$0</u>                             | <u>\$0</u>              | <u>\$0</u>              | <u>\$0</u>              |
| <b>Total Revenue</b>               | <b>\$201,181</b>     | <b>\$8,644,589</b>                         | <b>\$1,189,600</b>                     | <b>\$660,000</b>        | <b>\$670,000</b>        | <b>\$680,200</b>        |
| <b>Operating Expenditures:</b>     |                      |                                            |                                        |                         |                         |                         |
| Salaries and Wages                 | \$0                  | \$0                                        | \$0                                    | \$0                     | \$0                     | \$0                     |
| Other Employee Benefits            | \$0                  | \$0                                        | \$0                                    | \$0                     | \$0                     | \$0                     |
| Professional Services Contracts    | \$750,260            | \$754,619                                  | \$833,800                              | \$835,500               | \$835,500               | \$835,500               |
| Supplies and Materials             | \$0                  | \$0                                        | \$0                                    | \$0                     | \$0                     | \$0                     |
| Other Operating Expenses           | \$17,997             | \$12,919                                   | \$39,000                               | \$40,000                | \$40,000                | \$40,000                |
|                                    | <u>\$0</u>           | <u>\$0</u>                                 | <u>\$0</u>                             | <u>\$0</u>              | <u>\$0</u>              | <u>\$0</u>              |
| <b>Nonoperating Expenditures:</b>  |                      |                                            |                                        |                         |                         |                         |
| Other Non-Operating Expenditures   | \$0                  | \$0                                        | \$0                                    | \$0                     | \$0                     | \$0                     |
|                                    | <u>\$0</u>           | <u>\$0</u>                                 | <u>\$0</u>                             | <u>\$0</u>              | <u>\$0</u>              | <u>\$0</u>              |
| <b>Total Expense</b>               | <b>\$768,257</b>     | <b>\$767,538</b>                           | <b>\$872,800</b>                       | <b>\$875,500</b>        | <b>\$875,500</b>        | <b>\$875,500</b>        |
| <b>Excess Income /Expense</b>      | <b>(\$567,076)</b>   | <b>\$7,877,051</b>                         | <b>\$316,800</b>                       | <b>(\$215,500)</b>      | <b>(\$205,500)</b>      | <b>(\$195,300)</b>      |

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## MINUTES



3 Neptune Road, Poughkeepsie, NY 12601  
Tel. # - (845) 463-5400 / Fax # - (845) 463-0100

### **BOARD OF DIRECTORS REGULAR MEETING**

*Wednesday, September 16, 2026*

**Present:** Mark Doyle, *Chairman*  
Ronald J. Piccone II, *Vice Chairman/Treasurer*  
Thomas J. LeCount, *Secretary*  
Kristofer Munn  
Brian Berryann

**Unable to Attend:** Amy Bombardieri

**Also Present:** Robin Mack, *Executive Director*  
Jane Denbaum, *CFO*  
Jasmin Haylett, *Office Administrator*  
Peter Kollmar, *Compliance Associate*  
Amanda Gomes, *Marketing & Development Manager*  
Counsel: Elizabeth Cappillino & Don Cappillino  
Elbow Creek LLC: Sarah Lee & Lauran O'Neill  
IBM: Meredith Black, Dan Hubbell, Logan Dawson, Eric Stavriotis & Heather Saunders  
Destination Dutchess: Melaine Rottkamp  
Media: Hank Gross  
Guests: Doreen Tignanelli, Eoin Wrafter, Dan Aymar-Blair (*County Comptroller*), Matthew Carbone, Shantha Thangiah, Trevor Redl (*DC Legislator*), Rebecca Edwards (*Town Supervisor*) & TE

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On Wednesday, September 16, 2026, the Dutchess County Industrial Development Agency [DCIDA] Board of Directors regular meeting was called to order by Chairman Doyle at 8:04 AM. Quorum was established with the following members: Mark Doyle, Jamie Piccone II, Kristofer Munn, Tom LeCount and Brian Berryann. Unable to attend was Amy Bombardieri.

#### **CONFLICT OF INTEREST DISCLOSURES**

Chairman Doyle asked board members if they had any potential conflicts with any items on the agenda. No conflict was noted.

#### **PROOF OF MEETING NOTICE**

The meeting notice was posted on September 11, 2026.

#### **BILLS AND COMMUNICATIONS**

None

#### **APPROVAL OF MINUTES**

Chairman Doyle asked for a motion to approve the August 26, 2026 meeting minutes of the Dutchess County Industrial Development Agency.

[https://thinkdutchessny.sharepoint.com/sites/DCLDC/Shared Documents/EDC\\_COMMON/IDA/Minutes/2026/IDA Minutes 2026-BOD Reg Mtg/IDA Minutes 2026 0916-BOD Reg Mtg-Draft.docx](https://thinkdutchessny.sharepoint.com/sites/DCLDC/Shared Documents/EDC_COMMON/IDA/Minutes/2026/IDA Minutes 2026-BOD Reg Mtg/IDA Minutes 2026 0916-BOD Reg Mtg-Draft.docx)

A motion was made by Mr. Piccone II, duly seconded by Mr. Berryann to approve the DCIDA Board of Directors meeting minutes for August 26, 2026. The roll call was taken; all voted in favor, and the motion was passed.

**REPORT OF THE TREASURER**

**A. Financial Report**

Ms. Denbaum reported on August 31, 2026 Balance Sheet and Profit & Loss Statement

- The current cash balance is \$2,282,803.72
- On the P&L sheet:
  - The cash revenue before PILOTs is \$142,629.54 to a budget of \$326,650.00 which is unfavorable to budget by \$184,020.46
  - The total expense before PILOTs is \$673,749.90 to a budget of \$764,303.00 which is favorable to budget by \$90,553.10
  - There is a net loss of \$531,120.36 to a budgeted net loss of \$437,653.00 which is unfavorable to budget by \$93,467.36

**REPORTS OF COMMITTEES**

None

**NEW BUSINESS**

- A.** For Consideration and Approval of an Authorizing Resolution for Elbow Creek LLC (Town of Hyde Park) to approve a Project providing for Mortgage Recording Tax Exemption, Sales Tax Exemption and a Payment in Lieu of Taxes for an approximately \$82,299,954 Project for the construction and development of a 249-unit multifamily residential community at 1269 Route 9G, Hyde Park.

Ms. Mack introduced the resolution and asked representatives of the project to speak.

Discussion ensued with questions, responses and comments.

A motion was made by Mr. Munn, duly seconded by Mr. Piccone II to approve the Authorizing Resolution for Elbow Creek LLC (Town of Hyde Park) to approve a Project providing for Mortgage Recording Tax Exemption, Sales Tax Exemption and a Payment in Lieu of Taxes for an approximately \$82,299,954 Project for the construction and development of a 249-unit multifamily residential community at 1269 Route 9G, Hyde Park. The roll call was taken; all voted in favor, and the motion was passed.

- B.** For Consideration and Approval of a Preliminary Resolution for International Business Machines Corporation (Town of Poughkeepsie) to induce a Project providing for Sales Tax Exemption and a Payment in Lieu of Taxes for an approximately \$2,509,700,000 project for construction and development its new quantum-computing facility at the IBM campus located at 2455 South Road in the Town of Poughkeepsie.

Ms. Mack introduced the resolution and asked representatives of the project to speak.

Discussion ensued with questions, responses and comments.

A motion was made by Mr. Berryann, duly seconded by Mr. Munn to approve the Preliminary Resolution for International Business Machines Corporation (Town of Poughkeepsie) to induce a Project providing for Sales Tax Exemption and a Payment in Lieu of Taxes for an approximately \$2,509,700,000 project for construction and development its new quantum-computing facility at the IBM campus located at 2455 South Road in the Town of Poughkeepsie. The roll call was taken; all voted in favor, and the motion was passed.

- C.** Presentation of Destination Dutchess 2026 2<sup>nd</sup> Quarter Performance Outcomes

Ms. Rottkamp reported on the following activities from the 2<sup>nd</sup> quarter outcomes:

- 2<sup>nd</sup> Quarter IDA Report
- Website
- Public Relations & Marketing

- Advertising & Program Development
  - REV250
  - International Travel Tour & Trade
  - HV Film Commission
  - Arts Mid-Hudson
- D. Presentation of IDA/LDC 2026 2<sup>nd</sup> Quarter Performance Outcomes
- Ms. Mack reported on the following activities from the 2<sup>nd</sup> quarter outcomes:
- Business Attraction
  - Business Retention & Expansion
  - WEDC
  - IDA Projects
  - LDC Projects

**MISCELLANEOUS**

- A. DCIDA Website Updates
- Mr. Kollmar and Ms. Gomes presented updates to the website based on the ABO requirements.
- B. CivicServe Implementation
- Ms. Mack noted that the MSA with CivicServe was signed at the end of August, scheduling is being worked out for the implementation phase, data sharing, and training with CivicServe, and project leads to site selection and the BRE information, which is currently being housed on another platform, have identified.
- C. Business Excellence Awards - October 29
- Ms. Mack announced that the Business Excellence Awards will be held on October 29 and that recipients receiving awards have been notified.

**ANNOUNCEMENT**

Chairman Doyle noted that Ms. Bombardieri's term expired in May and will not be renew as per the Legislator and that a new member was appointed to replace her.

Ms. Cappillino noted that based on the By-Laws, until a new board member is appointed and qualified, the existing board member will remain unless they resign or replaced by a new board member. The new board member must execute and file their oath of office with the County within 30 days, and the County Executive has 10 days to sign the resolution.

**ADJOURNMENT**

There being no further business on the agenda to discuss, the meeting was adjourned by Chairman Doyle at 10:28 AM.

Respectfully submitted,

\_\_\_\_\_  
Thomas J. LeCount, Secretary

\_\_\_\_\_  
Date

**Meeting**            09/16/2026  
**Approved**        \_\_\_\_\_  
**Certified**         \_\_\_\_\_

DRAFT

## MINUTES

# Dutchess County Industrial Development Agency

3 Neptune Road, Poughkeepsie, NY 12601  
Tel. # - (845) 463-5400 / Fax # - (845) 463-0100

### **BOARD OF DIRECTORS SPECIAL MEETING**

*Tuesday, September 29, 2026*

**Present:**

Mark Doyle, *Chairman*  
Ronald J. Piccone II, *Vice Chairman/Treasurer*  
Thomas J. LeCount, *Secretary*  
Amy Bombardieri  
Kristofer Munn  
Brian Berryann

**Also Present:**

Robin Mack, *Executive Director*  
Jane Denbaum, *CFO*  
Jasmin Haylett, *Office Administrator*  
Peter Kollmar, *Compliance Associate*  
Counsel: Elizabeth Cappillino & Don Cappillino  
IBM: Meredith Black, Dan Hubbell, Logan Dawson, Catherine Kemp, Eric Stavriotis & Rebecca Edwards (*Town Supervisor*)  
Guests: Doreen Tignanelli & Eoin Wrafter, Elias Guerra, Emily Svenson, Heather Saunders, Jason LaVeglia, Jim Beretta, Kerry Gold, L. Slaby, Mike Harney, Sarah Lee, Thomad, Seth W., Sheila Appel, Valerie Murphy

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On Tuesday, September 29, 2026, the Dutchess County Industrial Development Agency [DCIDA] Board of Directors special meeting was called to order by Chairman Doyle at 8:15 AM. Quorum was established with the following members: Mark Doyle, Jamie Piccone II, Kristofer Munn, Brian Berryann, Amy Bombardieri and Tom LeCount.

### **CONFLICT OF INTEREST DISCLOSURES**

Chairman Doyle asked board members if they had any potential conflicts with any items on the agenda. No conflict of interest was noted.

### **PROOF OF MEETING NOTICE**

The meeting notice was posted on September 24, 2026.

### **NEW BUSINESS**

- A. For Consideration and Approval of a Final Authorizing Resolution for International Business Machines Corporation (Town of Poughkeepsie) to approve a Project providing for Sales Tax Exemption and a Payment in Lieu of Taxes for an approximately \$2,509,700,000 project for construction and

development of its new quantum-computing facility at the IBM campus located at 2455 South Road in the Town of Poughkeepsie.

Ms. Mack introduced the resolution and asked representatives of the IBM project to provide opening statements.

Discussion ensued with questions, responses and comments.

A motion was made by Mr. Munn to amend the lease agreement Section 5.4 pertaining to Recapture of Agency Benefits to alter the dates for the sales tax recapture to move them three years forward in subsection (a) (i) through (ii). No one seconded this motion; therefore, the motion was not passed.

A motion was made by Mr. Piccone II, duly seconded by Mr. Berryann to approve the Final Authorizing Resolution for International Business Machines Corporation (Town of Poughkeepsie) to approve a Project providing for Sales Tax Exemption and a Payment in Lieu of Taxes for an approximately \$2,509,700,000 project for construction and development of its new quantum-computing facility at the IBM campus located at 2455 South Road in the Town of Poughkeepsie. The roll call was taken. Mr. Munn (No), Mr. Berryann (Yes), Mr. Piccone II (Yes), Mr. LeCount (Yes), Ms. Bombardieri (Yes), Mr. Doyle (Yes). The motion was passed 5 to 1.

There being no further business on the agenda to discuss, the meeting was adjourned by Chairman Doyle at 9:30 AM.

Respectfully submitted,

\_\_\_\_\_  
Thomas J. LeCount, Secretary

\_\_\_\_\_  
Date

**Meeting**            09/29/2026  
**Approved**        \_\_\_\_\_  
**Certified**         \_\_\_\_\_

**SUPPLEMENTAL AUTHORIZING RESOLUTION**  
(Eastdale Village 2018 Project)

At a regular meeting of the Dutchess County Industrial Development Agency (the “Agency”) convened in public session on October 14, 2026 at 8:00 a.m., local time at Three Neptune Road, Poughkeepsie, New York, the following members of the Agency were:

PRESENT: Mark Doyle, Chairman  
Ronald J. Piccone, II, Vice Chairman/Treasurer  
Thomas J. LeCount, Secretary  
Brian C. Berryann  
Kristofer Munn  
John Zeolla, Jr.

ABSENT:

ALSO PRESENT: Robin Mack, Executive Director  
Jane Denbaum, Chief Financial Officer  
Donald Cappillino, Counsel  
Elizabeth A. Cappillino, Counsel

After the meeting had been duly called to order, the Chairman announced that among the purposes of the meeting was to consider and take action on certain matters pertaining to a certain industrial development facility (Eastdale Village 2018 Project) as more particularly described below:

**SUPPLEMENTAL RESOLUTION OF THE DUTCHESS COUNTY  
INDUSTRIAL DEVELOPMENT AGENCY APPROVING THE  
EXTENSION OF THE COMPLETION DATE IN CONNECTION WITH  
A CERTAIN INDUSTRIAL DEVELOPMENT FACILITY FOR MHTC  
DEVELOPMENT, LLC (EASTDALE VILLAGE 2018 PROJECT), AND  
APPROVING THE EXECUTION OF RELATED DOCUMENTS.**

**WHEREAS**, by Title 1 of Article 18-A of the General Municipal Law of the State of New York, as amended and Chapter 335 of the Laws of 1977 of the State of New York (collectively, the “Act”), the Agency was created with the authority and power among other things, to assist with the acquisition of certain industrial development projects as authorized by the Act; and

**WHEREAS**, the Agency previously provided its assistance to MHTC DEVELOPMENT, LLC, a limited liability company duly organized and validly existing under the laws of the State of Delaware and authorized to transact business in the State of New York, having offices at 45 Eastdale Avenue N., Suite 200, Poughkeepsie, New York 12603 (the “**Master Company**”), in connection with a project (the “**Master Project**”) consisting of the construction, improvement, reconstruction, repair, renovation, installation, furnishing and equipping of a certain mixed-use commercial facility in multiple phases (which may include sub-phases), known as “Eastdale Village Town Center,” located in the Town of Poughkeepsie, County of Dutchess, State

of New York (as the same has been amended, expanded and supplemented from time to time, the “**Master Facility**”); and

**WHEREAS**, the Master Project was approved by resolution duly adopted by the Agency on August 7, 2018 (the “**Master Authorizing Resolution**”), as supplemented and amended by subsequent resolutions of the Agency approving additional phases of and amendments to the Master Project (collectively with the Master Authorizing Resolution, the “**Authorizing Resolutions**”); and

**WHEREAS**, the Master Company and the Agency previously entered into a Master Company Lease Agreement, dated as of August 1, 2018 (the “**Master Company Lease**”), as amended from time to time, with respect to the Master Facility; and

**WHEREAS**, the Agency and the Master Company previously entered into a Master Lease and Project Agreement, dated as of August 1, 2018 (the “**Master Lease**”), as amended from time to time, whereby the Agency Leased the Master Facility to the Master Company; and

**WHEREAS**, the Completion Date (as defined in the Master Lease) for the Master Project, as most recently extended, is December 31, 2026; and

**WHEREAS**, the Master Company has represented to the Agency that Eastdale Village Town Center is nearly substantially complete, but that a small number of additional phases remain which the Master Company desires to pursue as an enhancement to existing occupants, and that the timing of completing the additional phases is currently beyond the Master Company’s control; and

**WHEREAS**, by letter dated August 4, 2026, the Master Company submitted a request to the Agency to extend the Completion Date under the Master Lease from December 31, 2026 to December 31, 2029; and

**WHEREAS**, on September 18, 2026, the Master Company submitted its letter application and formal request to the Agency reaffirming its request for such extension, together with its depiction of Eastdale Village Town Center from its inception to its current condition, including an overview of the areas of the Master Facility not yet completed; and

**WHEREAS**, the Master Company has represented that no additional financial assistance is anticipated or requested, and that the Master Company is requesting only an extension of the Completion Date; and

**WHEREAS**, in connection therewith, the Master Company and the Agency intend to amend the Master Lease pursuant to the terms of an Extension Agreement dated as of October 1, 2026, or such other date as may be determined (the “**Extension Agreement**”), to extend the Completion Date from December 31, 2026 to December 31, 2029.

**NOW, THEREFORE, BE IT RESOLVED**, by the Agency (a majority of the members thereof affirmatively concurring) as follows:

Section 1. The Board of Directors of the Agency hereby approves the extension of the Completion Date to no later than December 31, 2029.

Section 2. The Agency otherwise hereby reaffirms and readopts all the findings and determinations in the Authorizing Resolutions.

Section 3. In consequence of the foregoing, the Agency hereby determines to: (i) execute and deliver the Extension Agreement, in such form and containing such terms, conditions and provisions as the person executing the same on behalf of the Agency shall approve, such approval to be conclusively evidenced by his or her execution and delivery thereof, and (ii) execute, deliver and perform such other related documents to which the Agency is a party, as may be necessary or appropriate.

Section 4. The Chairman, Vice Chairman, any member of the Agency or the Executive Director are hereby authorized, on behalf of the Agency, to execute and deliver the Extension Agreement in such form as the Chairman, Vice Chairman, any member of the Agency or the Executive Director shall approve, and such other related documents as may be, in the judgment of the Executive Director and Agency Counsel, necessary or appropriate to effect the transactions contemplated by this resolution. The execution thereof by the Chairman, Vice Chairman, any member of the Agency or the Executive Director of the Agency shall constitute conclusive evidence of such approval.

Section 5. This resolution shall take effect immediately.

This resolution was duly moved by [ ] seconded by [ ], discussed and adopted with the following members voting:

|                                                |        |
|------------------------------------------------|--------|
| Mark Doyle, Chairman                           | VOTING |
| Ronald J. Piccone, II, Vice Chairman/Treasurer | VOTING |
| Thomas J. LeCount, Secretary                   | VOTING |
| Brian C. Berryann                              | VOTING |
| Kristofer Munn                                 | VOTING |
| John Zeolla, Jr.                               | VOTING |

The Resolution was thereupon declared duly adopted.

Adopted: October 14, 2026

## EXTENSION AGREEMENT

This Extension Agreement, dated October [\_\_\_], 2026 (this “**Extension Agreement**”), is by and between MHTC DEVELOPMENT, LLC, a limited liability company duly organized and validly existing under the laws of the State of Delaware and authorized to transact business in the State of New York, having an office at 45 Eastdale Avenue N., Suite 200, Poughkeepsie, New York 12603 (the “**Master Company**”), and DUTCHESS COUNTY INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation of the State of New York, having its office at 3 Neptune Road, Poughkeepsie, New York 12601 (the “**Agency**”).

The Agency previously provided its assistance to the Master Company in connection with a project (the “**Master Project**”) consisting of the construction, improvement, reconstruction, repair, renovation, installation, furnishing and equipping of a certain mixed-use commercial facility in multiple phases (which may include sub-phases), known as “Eastdale Village Town Center,” located in the Town of Poughkeepsie, County of Dutchess, State of New York (as the same has been amended, expanded and supplemented from time to time, the “**Master Facility**”).

The Master Project was approved by resolution duly adopted by the Agency on August 7, 2018 (the “**Master Authorizing Resolution**”), as supplemented and amended by subsequent resolutions of the Agency approving additional phases of and amendments to the Master Project (collectively with the Master Authorizing Resolution, the “**Authorizing Resolutions**”).

The Master Company and the Agency previously entered into a Master Company Lease Agreement, dated as of August 1, 2018 (the “**Master Company Lease**”), as amended from time to time, with respect to the Master Facility.

The Agency and the Master Company previously entered into a Master Lease and Project Agreement, dated as of August 1, 2018 (the “**Master Lease**”), as amended from time to time, whereby the Agency leased the Master Facility to the Master Company.

Pursuant to Section 3.6 the Master Lease Agreement, the Company had previously agreed to complete the acquisition, construction and equipping of the Master Project, as most recently extended, on December 31, 2026 (the “**Completion Date**”).

Pursuant to the Authorizing Resolutions, the Agency contemplated providing financial assistance to the Company in the form of exemptions from sales and use taxes in connection with the purchase or lease of equipment, building materials or other personal property with respect to the Master Project, consistent with the policies of the Agency, which will expire on the Completion Date (the “**Sales Tax Term**”).

The Master Company has represented to the Agency that Eastdale Village Town Center is nearly substantially complete, but that a small number of additional phases remain which the Master Company desires to pursue as an enhancement to existing occupants, and that the timing of completing the additional phases is currently beyond the Master Company’s control.

The Master Company has represented that no additional financial assistance is anticipated or requested, and that the Master Company is requesting only an extension of the Completion Date.

In order to complete the costs of the acquisition, construction and equipping of the Master Project, the Master Company has now requested that the Agency extend the expiration date of the Completion Date and the Sales Tax Benefit to December 31, 2029 (the **“Completion Date Extension”**).

The effect of the Completion Date Extension will be an extension of the Sales Tax Term to expire on December 31, 2029 (the **“Sales Tax Term Extension”**).

The Master Company has represented that no additional financial assistance is anticipated or requested, and that the Master Company is requesting only an extension of the Completion Date.

In connection therewith, the Agency contemplates it will authorize the Sales Tax Term Extension and the Completion Date Extension, all consistent with the policies of the Agency.

The Company and the Agency shall now enter into this Extension Agreement to provide for the Completion Date Extension and the Sales Tax Term Extension.

1. The Agency hereby consents to the Completion Date Extension and the Sales Tax Term Extension.
2. The Agency and the Master Company hereby replace in entirety Section 3.6 of the Master Lease Agreement to read as follows:

“Section 3.6 Certificates of Completion. To establish the Completion Date, the Company shall deliver to the Agency (i) a certificate signed by an Authorized Representative of the Company in the form set forth in Exhibit J attached hereto, together with all attachments required thereunder stating (a) that the Project Work has been completed in accordance with the Plans and Specifications therefor, and (b) that payment for all labor, services, materials and supplies used in such Project Work has been made or provided for; (ii) the Final Project Cost Budget, which budget will include a comparison with the project cost budget information listed in the Project Application Information and shall include all costs paid or incurred by the Company in connection with the Facility, and (iii) such other certificates and information as may be reasonably satisfactory to the Agency. The Company shall not be entitled to any refund or credit of the Agency’s fee if the Final Project Cost Budget is lower than provided in the Project Application Information. The Company agrees that the Completion Date shall be no later than December 31, 2029, which may be extended with the approval of the Agency, which approval shall not be unreasonably withheld.”

3. The Agency and the Company hereby agree that the Agency will file an amended Form ST-60 with New York State reflecting the extension of sales tax benefits to December 31, 2029.

4. All other provisions of the Master Lease Agreement not otherwise amended or modified by this Extension Agreement are hereby ratified and confirmed and remain in full force and effect. Capitalized terms not otherwise defined herein shall have the meaning given thereto in the Master Lease Agreement.

(Remainder of Page Intentionally Left Blank – Signature Page Follows)

The Agency and the Master Company have caused this Extension Agreement to be signed as of the date first above written.

**DUTCHESS COUNTY INDUSTRIAL  
DEVELOPMENT AGENCY**

By: \_\_\_\_\_  
Name: Robin D. Mack  
Title: Executive Director

**MHTC DEVELOPMENT, LLC**

By: \_\_\_\_\_  
Name: Joseph T. Kirchhoff  
Title: Manager

[Signature Page to Extension Agreement]

**MHTC DEVELOPMENT, LLC**  
**45 EASTDALE AVENUE N., SUITE 200**  
**POUGHKEEPSIE, NY 12603**

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August 4<sup>th</sup>, 2026

Ms. Robin D. Mack, Executive Director  
Dutchess County Industrial Development Agency  
3 Neptune Road  
Poughkeepsie, NY 12601

**Re: Eastdale Village Town Center Request For Extension of the Completion Date**

Dear Ms. Mack:

Thanks in large part to the support and partnership of the Dutchess County IDA and its leadership, Eastdale Village is nearly substantially complete. There remain, however, a small number of additional projects which MHTC Development, LLC desires to pursue in order to maximize the potential of Eastdale. These projects would be an enhancement to existing occupants, but the timing of completing these projects is currently beyond our control.

Given our desire to pursue these projects and the enhancement that we believe they will bring to the Town Center, but due to the uncertainty of timing, we respectfully request that the Agency extend the Completion Date under the master agreements from December 31, 2026 to December 31, 2029. Additional financial assistance is neither anticipated nor requested; we are only requesting an extension of the Completion Date.

We greatly appreciate your assistance and cooperation as we seek to complete our mission to bring best-in-class operators to Eastdale Village. Please do not hesitate to contact us for any additional necessary information.

Very truly yours,



John C. Hettinger  
Officer, MHTC Development, LLC

cc: Joseph T. Kirchhoff  
Elizabeth Cappillino, Esq.  
Donald Cappillino, Esq.  
Eugene M. Sneeringer, Jr., Esq.



695 Route 46, Suite 205  
Fairfield, NJ 07004  
973-227-8100

Cover Letter: 6/25/2026

Robin Mack  
Think Dutchess Alliance for Business  
3 Neptune Road  
Poughkeepsie, NY 12601  
robin@thinkdutchess.com

Reference: Aircraft Hanger Development – 70 Citation Drive – Wappingers Falls, NY

Subject: IDA-Labor Policy Exemption Request  
Trade/Subcontractor: Plumbing  
Installed by: **Contemporary Plumbing**

Ms. Mack,

Please review the exemption request for the above referenced trade contractor based on the following allowable exemption reason:

- Exemption Reason: Significant cost differentials

Contemporary Plumbing has provided pricing as a non local contractor for the project. Local pricing was obtained from Elite Plumbing and was unable to be lowered to meet the 10% cost differential based on the total project cost. In addition, MDS HVAC-R Inc and RF Lineage Plumbing and Heating declined to bid the project via email response.

It is for the above reasons that we respectfully request an exemption to the IDA Local Labor Policy for this trades work on the project.

Should you have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "K. Rosser".

Kyle Rosser  
Senior Project Manager  
RC Andersen

CC: David Sherman – Sky Harbour

1

# CONTEMPORARY

## PLUMBING & HEATING

### 973-872-9672

Contemporary Plumbing & Heating Inc of NJ

23 Bloomfield Avenue • Pinebrook, NJ 07058 • Phone: 973-872-9672  
Raymond Galizia NJ Master Plumbers License No. 7707 • Nicholas Galizia NJ Master Plumbers License No. 13457

RC Andersen Construction  
Phone: 9732278100

Job Address:  
263 NEW HACKENSACK ROAD  
WAPPINGERS FALLS, NY 12590

**Print Date:** 6-19-2026

## Proposal for 2307 Sky Harbor

Please accept our proposal for the Sky Harbor project, which is located in Wappingers Falls NY . We are grateful for the opportunity to present our proposal to you and I am excited about the possibility of working together on this project. If you have any questions or require further clarification regarding our proposal, please feel free to contact us at your convenience. We eagerly anticipate hearing from you soon.

### Misc. Materials

| Items                                             | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Qty/Unit |
|---------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| Round Number                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 1        |
| 4700 PROFIT AND OVER<br>HEAD:4701 Profit Overhead |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |          |
| FCO-1 JR Smith 4020S06 or<br>equal                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 9        |
| 3000 Misc Material                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |          |
| TD-1 Package MI Fab package                       | 9-MIFAB T1700N-PB-4-8" N/S CONC<br>19-MIFAB T200-PGF-4-PX-11B-8"<br>1-MIFAB T1700-CB820-4-S06-8" CONC<br>2-MIFAB T1700-PEO-4",6",8" NH<br>19-MIFAB T1700-REB-8" N/S CONC<br>76-MIFAB T1700N-PB-4-8" N/S CONC<br>153-NS MIFAB T200-PGF-4-PX-11B-8"<br>1-MIFAB T1700-CB820-4-S06-8" CONC<br>2-MIFAB T1700-PEO-4",6",8" NH<br>153-MIFAB T1700-REB-8" N/S CONC<br>76-MIFAB T1700N-PB-4-8" N/S CONC<br>153-MIFAB T200-PGF-4-PX-11B-8"<br>1-MIFAB T1700-CB820-4-S06-8" CONC<br>2-MIFAB T1700-PEO-4",6",8" NH<br>153-MIFAB T1700-REB-8" N/S CONC | 1        |
| 3000 Misc Material                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |          |

| Items                                                                                 | Description                                   | Qty/Unit |
|---------------------------------------------------------------------------------------|-----------------------------------------------|----------|
| FD-1 TRAP GUARD TRUEBRO<br>82201 402W 400 PTrap W/Two<br>Valves<br>3000 Misc Material |                                               | 4        |
| fs-1 floor sink JRSMITH<br>3151Y04-12<br>3000 Misc Material                           |                                               | 2        |
| FCO Jr Smith 4020s04<br>3000 Misc Material                                            |                                               | 12       |
| FD-1 FLOOR DRAIN MIFAB<br>F1104-C-TS5-1 4"NH<br>3000 Misc Material                    |                                               | 6        |
| FD-1 JR Smith 2005Y<br>3000 Misc Material                                             |                                               | 6        |
| NGR02<br>3000 Misc Material                                                           |                                               | 1        |
| NGR02<br>3000 Misc Material                                                           |                                               | 13       |
| NGR02<br>3000 Misc Material                                                           |                                               | 6        |
| WH-1 WALL HYDRANT MIFAB<br>MHY-20<br>3000 Misc Material                               |                                               | 6        |
| EEW-1 EMERGENCY EYEWASH<br>GUARDIAN G1750P<br>3000 Misc Material                      |                                               | 1        |
| EEW-1 THERMOSTATIC MIXING<br>VALVE (GUARDIAN MODEL<br>#G6020).<br>3000 Misc Material  |                                               | 1        |
| ET-P1 AMTROL ST-5C-DD<br>3000 Misc Material                                           | check one?                                    | 1        |
| DWH-1 BRADFORD WHITE EF-<br>100T-199E-3N<br>3000 Misc Material                        |                                               | 1        |
| DWH-1 THERMOSTATIC<br>MAIXING VALVE<br>3000 Misc Material                             | Watts 1" Thermostatic Mixing Valve LFMMVM1-US | 1        |
| DWH-2 BRADFORD WHITE<br>LE350S3-3<br>3000 Misc Material                               | MIn. EFF Rating NEW (effect price)            | 1        |
| DWH-2 THERMOSTATIC<br>MAIXING VALVE<br>3000 Misc Material                             | Watts 1" Thermostatic Mixing Valve LFMMVM1-US | 1        |
| BFP 2" LF909<br>3000 Misc Material                                                    |                                               | 1        |
| CP-1 Bell & Gossett PL30B<br>3000 Misc Material                                       |                                               | 1        |

| Items                                          | Description | Qty/Unit |
|------------------------------------------------|-------------|----------|
| Watts USG-B Mixing Valve<br>3000 Misc Material |             | 9 each   |
| Truebro Trap Cover<br>3000 Misc Material       |             | 9        |

## Plumbing Fixtures

| Items                                                                                                                        | Description | Qty/Unit |
|------------------------------------------------------------------------------------------------------------------------------|-------------|----------|
| WC-1 Bowl WATER CLOSET<br>KOHLER K96057-0 HIGHCLIFF<br>ULTRA<br>3000 Misc Material                                           |             | 6        |
| WC-1 Flushometer KOHLER<br>K10TD00K10-CP MACH<br>TRIPOINT<br>3000 Misc Material                                              |             | 6        |
| WC-1 OPEN-FRONT TOILET<br>SEAT WITH A SELF-SUSTAINING<br>CHECK HINGES BEMIS 1955000<br>WHITE ELONGATED<br>3000 Misc Material |             | 6        |
| LS-1 LAVATORY SINK K-2330-G-<br>0<br>3000 Misc Material                                                                      |             | 4        |
| LS-1 Faucet KOHLER K-104S36-<br>SANA-CP/ K-25193-CP<br>3000 Misc Material                                                    |             | 4        |
| LS-1 GRID DRAIN WITH 1-1/4"<br>TAILPIECE<br>3000 Misc Material                                                               |             | 4        |
| LS-3 Faucet KOHLER K77958-<br>4A-?? ?OMPONENTS 1H<br>3000 Misc Material                                                      |             | 2        |
| LS-3 Lav Sink K-2330-G-0<br>3000 Misc Material                                                                               |             | 2        |
| LS-3 Soap KOHLER K28293-CP<br>COMPONENTS SOAP<br>3000 Misc Material                                                          |             | 2        |
| LS-3 METAL POP-UP DRAIN<br>WITH 1-1/4" TAILPIECE.<br>3000 Misc Material                                                      |             | 2        |
| CS-3 KOHLER K-25940-NA<br>3000 Misc Material                                                                                 |             | 1        |
| CS-3 Faucet K-22974-CP/ K-<br>22974-CP<br>3000 Misc Material                                                                 |             | 1        |

| Items                                                                                             | Description                     | Qty/Unit |
|---------------------------------------------------------------------------------------------------|---------------------------------|----------|
| CS-3 DEARBORN 16 SINK<br>STRAINER WITH A CRUMB CUP<br>AND 1-1/2" TAILPIECE.<br>3000 Misc Material |                                 | 1        |
| SH-1 PAN?<br>3000 Misc Material                                                                   | EXCLUDE - Nothing spec on plans | 3        |
| SH-1 PRESSURE/BALANCE<br>MIXING VALVE KOHLER K8304-<br>KS-NA UNIVERSAL<br>3000 Misc Material      |                                 | 3        |
| SH-1 KOHLER K-76471-G<br>Hydrorail-S Shower Column Kit<br>3000 Misc Material                      |                                 | 3        |
| SH-1 Kohler Pitch Rite-Temp<br>Valve Trim K-TS74042-4<br>3000 Misc Material                       |                                 | 3        |
| MS-1 FIAT MSB2424<br>3000 Misc Material                                                           |                                 | 1        |
| MS-1 Faucet FIAT 830AA<br>3000 Misc Material                                                      |                                 | 1        |
| MS-1 WALL SPLASH GUARDS<br>3000 Misc Material                                                     |                                 | 1        |
| MS-1 MOP HOLDERS<br>3000 Misc Material                                                            |                                 | 1        |
| MS-1 RIM GUARDS<br>3000 Misc Material                                                             |                                 | 1        |
| EWC-1 ELECTRIC WATER<br>COOLER ELKAY LZWS-<br>LRPBM28K<br>3000 Misc Material                      |                                 | 2        |
| SS-1 ELKAY ESSB2319C WALL<br>SER SNK COMP<br>3000 Misc Material                                   |                                 | 2        |
| SS-1 ELKAY LK-173 DRAIN<br>3000 Misc Material                                                     |                                 | 2        |
| SS-1 Faucet ELKAY<br>LK940BR03L2H<br>3000 Misc Material                                           |                                 | 2        |

## 1000 Mobilization

The mobilization of men and equipment onto project site.

| Items                                                                               | Description | Qty/Unit |
|-------------------------------------------------------------------------------------|-------------|----------|
| Insurance Increase for NY work<br>4700 PROFIT AND OVER<br>HEAD:4701 Profit Overhead |             | 1        |

| Items                                      | Description                              | Qty/Unit |
|--------------------------------------------|------------------------------------------|----------|
| <b>Mobilization</b><br>1000 Mobilization   |                                          | 1 each   |
| <b>1001 Closeout Docs</b><br>1001 Closeout | Cost of Labor to Build Close Out Docs    | 1 each   |
| <b>1002 Submittals</b><br>1002 Submittals  | Cost of Labor to Build Submittal Package | 1 each   |

## 1200 Fixture Piping And Installation

| Items                                                                               | Description                                                   | Qty/Unit |
|-------------------------------------------------------------------------------------|---------------------------------------------------------------|----------|
| <b>1201 Commercial Fixture Installation</b><br>1201 Commercial fixture installation | Supply and install waste,vent and water for plumbing fixture. | 21 each  |

## 1300 Floor Drains

| Items                                             | Description                                                                 | Qty/Unit |
|---------------------------------------------------|-----------------------------------------------------------------------------|----------|
| <b>1301 Floor Cleanout</b><br>1301 Floor Cleanout | Supply and install piping for floor cleanout to be at finished floor height | 9 each   |
| <b>1302 Floor Drain</b><br>1302 Floor Drain       | Supply and install waste and vent piping for floor drain.<br>FD 6<br>FS 2   | 8 each   |
| <b>1303 Trap Primers</b><br>1303 Trap Primers     | Supply and install water line from trap primer to trap, that may dry out.   | 6 each   |
| <b>1304 Wall Cleanouts</b><br>1304 Wall Cleanouts | Supply and install piping for wall cleanout fittings                        | 5 each   |

## 1500 Water Heaters

| Items                                                                                | Description                                                                                                                                   | Qty/Unit |
|--------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|----------|
| <b>1507 Drain Pan</b><br>1507 Drain Pan                                              | Supply and install drain pan under hot water heater when ceiling or space below must be protected.                                            | 3 each   |
| <b>1508 Electric hot water heater installation</b><br>1508 Electric hot water heater |                                                                                                                                               | 3 each   |
| <b>1509 Holdrite HWH Platform</b><br>1509 Drain Pan:HWH Platform                     | Supply and install steel plate anchored to concrete decking or steel structure to support hot water heater.                                   | 1 each   |
| <b>1512 Thermal Expansion Tank</b><br>1512 Thermal Expansion tank                    | Supply labor, equipment and material to install thermal expansion tank on cold water piping in line between the water meter and water heater. | 3 each   |

---

## 1600 Copper Domestic Water

| Items                                              | Description                                                            | Qty/Unit   |
|----------------------------------------------------|------------------------------------------------------------------------|------------|
| 1602 Water Line .5"<br>1600 COPPER DOMESTIC WATER  | Price per linear ft. of 1/2" copper water lines to specified location. | 120 l.f.   |
| 1603 Water Line .75"<br>1600 COPPER DOMESTIC WATER | Price per linear ft of 3/4" copper water lines to specified location.  | 1,730 l.f. |
| 1604 Water Line 1.0"<br>1600 COPPER DOMESTIC WATER | Price per linear ft. of 1" copper water line to specified location.    | 190 l.f.   |
| 1606 Water Line 1.5"<br>1600 COPPER DOMESTIC WATER | Price per linear ft. of 1 1/2" copper water line to specified location | 1,390 l.f. |
| 1607 Water Line 2.0"<br>1600 COPPER DOMESTIC WATER | Price per linear ft. of 2" copper line to specified location           | 280 l.f.   |
| 1611 Pipe Insulation<br>3100 Subcontractors        |                                                                        | 3,750      |

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## 1900 Hose bibs

| Items                                                            | Description                                                | Qty/Unit |
|------------------------------------------------------------------|------------------------------------------------------------|----------|
| 1901 Frostfree Hose Bibs Wall Hydrants<br>1901 Frostfree Hosebib | Supply and install frostfree hosebib on exterior of house. | 8 each   |
| 1902 Hose Bibs Wall Hydrants<br>1902 Hosebib                     | Supply and install hosebib connection with vacuum breaker. | 2 each   |

---

## 2000 Water meter, PRV, RPZ Installation

| Items                                                                    | Description                                                                                                                                                                     | Qty/Unit |
|--------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| 2001 PRV<br>2001 PRV on Water Main                                       | Supply labor, equipment and material to shut down domestic water service, disconnect, remove and replace Pressure Reducing Valve (PRV) on water service on building water main. | 1 each   |
| 2002 RPZ<br>2002 RPZ                                                     | Supply and install RPZ on Water Main                                                                                                                                            | 1 each   |
| 2003 WATER METER, PRV, RPZ INSTALL<br>2003 WATER METER, PRV, RPZ INSTALL | Supply labor, equipment and material to install domestic water meter on existing water service in building. Less Meter.                                                         | 1 each   |

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## 2100 PVC Sanitary Drain

| Items                                                    | Description                                                 | Qty/Unit |
|----------------------------------------------------------|-------------------------------------------------------------|----------|
| <b>2104 Sanitary 2.0 PVC Drain</b><br>2100-2200-2500 PVC | Supply and install 2" PVC piping for plumbing as specified. | 110 l.f. |
| <b>2105 Sanitary 3.0 PVC Drain</b><br>2100-2200-2500 PVC | Supply and install 3" PVC piping for plumbing as specified. | 30       |
| <b>2106 Sanitary 4.0 PVC Drain</b><br>2100-2200-2500 PVC | Supply and install 4" PVC pipe for plumbing as specified.   | 510 l.f. |
| <b>2107 Sanitary 6.0 PVC Drain</b><br>2100-2200-2500 PVC | Supply and install 6" PVC pipe for plumbing as specified.   | 30 each  |
| <b>2108 Sanitary 8.0 PVC Drain</b><br>2100-2200-2500 PVC | Supply and install 8" PVC pipe for plumbing as specified.   | 550 each |

## 2200 PVC Sanitary Vent

| Items                                          | Description                                                | Qty/Unit |
|------------------------------------------------|------------------------------------------------------------|----------|
| <b>2204 Vent 4.0 PVC</b><br>2100-2200-2500 PVC | Supply and install 4" PVC piping for plumbing as specified | 120 l.f. |
| <b>2202 Vent 2.0 PVC</b><br>2100-2200-2500 PVC | Supply and install 2" PVC piping for plumbing as specified | 380 l.f. |

## 2100 OW PVC Sanitary Drain (2)

| Items                                                    | Description                                               | Qty/Unit   |
|----------------------------------------------------------|-----------------------------------------------------------|------------|
| <b>2106 Sanitary 4.0 PVC Drain</b><br>2100-2200-2500 PVC | Supply and install 4" PVC pipe for plumbing as specified. | 1,150 l.f. |
| <b>2505 Storm 08.0" PVC</b><br>3000 Misc Material        | Supply and install 8" PVC for storm piping system.        | 110 l.f.   |
| <b>2509 Storm 16.0" PVC</b><br>3000 Misc Material        | Supply and install 16" PVC for storm piping system.       | 780 l.f.   |

## 2100 PVC INTAKE/EXHAUST

| Items                                                    | Description                                               | Qty/Unit |
|----------------------------------------------------------|-----------------------------------------------------------|----------|
| <b>2106 Sanitary 4.0 PVC Drain</b><br>2100-2200-2500 PVC | Supply and install 4" PVC pipe for plumbing as specified. | 120 l.f. |

## 2700 Gas Piping

| Items                                                            | Description                                                                                            | Qty/Unit |
|------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------|----------|
| <b>2702 .75" Pipe</b><br>2702 Gas piping per ft:3/4" Pipe        | Price of 3/4" gas pipe per ft.                                                                         | 970 l.f. |
| <b>2703 1.0" Pipe</b><br>2703 Gas piping per ft:1" Pipe          | Price of 1" gas pipe per ft.                                                                           | 90 l.f.  |
| <b>2704 1.25" Pipe</b><br>2704 Gas piping per ft:1 1/4" Pipe     | Price of 1 1/4" gas pipe per ft.                                                                       | 100 l.f. |
| <b>2705 1.5" pipe</b><br>2705 Gas piping per ft:1 1/2" pipe      | Price of 1 1/2" gas pipe per ft.                                                                       | 500 l.f. |
| <b>2713 Gas Piping Per Fixture</b><br>2713 Gas Pipng Per Fixture | Supply and install gas piping for gas fired appliance and hook pipe with shut off to owners appliance. | 21 each  |

## 1600 Compressed Air Copper Domestic Water (2)

| Items                                                     | Description                                                           | Qty/Unit   |
|-----------------------------------------------------------|-----------------------------------------------------------------------|------------|
| <b>1603 Water Line .75"</b><br>1600 COPPER DOMESTIC WATER | Price per linear ft of 3/4" copper water lines to specified location. | 900 l.f.   |
| <b>1604 Water Line 1.0"</b><br>1600 COPPER DOMESTIC WATER | Price per linear ft. of 1" copper water line to specified location.   | 1,540 l.f. |

## 2900 Pumps

| Items                                                         | Description                                                                                                                  | Qty/Unit |
|---------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------|----------|
| <b>2902 B&amp;G Bronze Pump</b><br>2902 Pumps:B&G Bronze Pump | Supplied and installed B&G Bronze Recirculation Pump on domestic hot water system between hot water heater and storage tank. | 2 each   |

## 3100 Subcontractors

| Items                                          | Description                                                                                                          | Qty/Unit |
|------------------------------------------------|----------------------------------------------------------------------------------------------------------------------|----------|
| <b>3106 Engineering</b><br>3100 Subcontractors | Shop drawings                                                                                                        | 1        |
| <b>3103A Backfill</b><br>3103A Backfill        | Supply labor, equipment and material to backfill with 3/4" stone 12" around pipe and complete with native materials. | 7 each   |

## 3200 Rental Equipment

| Items                                                | Description   | Qty/Unit |
|------------------------------------------------------|---------------|----------|
| 3201 Boom Lifts<br>3201 Boom Lifts Boom Lifts        | Boom Lifts    | 3 each   |
| 3202 Excavator<br>3202 Excavator Excavator           | Excavator     | 2 each   |
| Trecnh roller<br>3203 Lulls Lull Lifts               | Lull Lifts    | 2 each   |
| 3204 Scissor Lift<br>3204 Scissor Lift Scissor Lifts | Scissor Lifts | 2 each   |
| 3205 Skid Steer<br>3205 Skid Steer                   | Skid Steer    | 2        |

### 3400 Hourly Rates Commercial

| Items                          | Description          | Qty/Unit     |
|--------------------------------|----------------------|--------------|
| 3403 Labor 3 men<br>0101 Labor | Trench Drain install | 140          |
| 3401 Labor 1 Man<br>0101 Labor | Operator             | 120<br>hours |

**Total price: \$737,000.00**

The following Item or Items are not included: Permit fees, Saw cutting/Patching of concrete, domestic water meter, de-watering, condensate piping, roof patching, fire caulking, fire suppression protection, painting of any kind, any high or low voltage wiring, Union labor, off hours work.

If you have any questions about this proposal, please feel free to call our office at 973 872 9672.

Thank you,  
Raymond Galizia  
President

FOR INFORMATION ABOUT CONTRACTORS AND THE CONTRACTOR REGISTRATION ACT, CONTACT THE NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY, DIVISION OF CONSUMER AFFAIRS AT 1-888-656-6225

I confirm that my action here represents my electronic signature and is binding.

|                    |               |               |
|--------------------|---------------|---------------|
| _____<br>Signature | _____<br>Name | _____<br>Date |
|--------------------|---------------|---------------|



198 Coleman Road  
Walden, NY 12586

Phone # 845-778-1921

michelle@eliteplumbingandheat.com

<https://eliteplumbingandheat.com>

# Estimate

| Date      | Estimate # |
|-----------|------------|
| 6/14/2026 | 2979       |

| Name / Address                                                                  |
|---------------------------------------------------------------------------------|
| RC Anderson<br>Sean Armstrong<br>695 Route 46, Suite 205<br>Fairfield, NJ 07004 |

| Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Total        |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|
| <p>We hereby propose a price for plumbing work on Sky Harbour located in Poughkeepsie, NY, according to drawings and specifications stamped 5/15/2026. Price includes all labor and material for the amount of:</p> <p>Scope of work:<br/>Provide material &amp; labor<br/>Sanitary Waste &amp; Vent<br/>No Storm Drain<br/>Domestic Water<br/>Gas pipe<br/>Fixtures</p> <p>Specifications:<br/>Sanitary Waste &amp; Vent Underslab: PVC<br/>Sanitary Waste &amp; Vent Above Ground: PVC<br/>Domestic Water Piping: Copper mains with Viega press system<br/>Gas Pipe: Sched 40 Black with Viega Mega G press system</p> <p>Notes &amp; Exceptions:<br/>No excavation, compaction or backfill. Please add \$128,000 to base estimate for this scope of work.<br/>Spoils will not be removed from the site. No blasting or jackhammering. No concrete cutting. Price does not include slab prep for trench drain.<br/>Price includes pipe insulation for copper lines only<br/>No dumpsters.<br/>No drawings/BIM drawings. Can provide for additional price.<br/>Water services brought in by site contractor. Connections to only.<br/>Sanitary to 5' outside buildings, water piped from inside building.<br/>Tax on material<br/>No cutting or patching</p> | 1,058,000.00 |
| Respectfully submitted for your review. Thank you for the opportunity to bid on your project!                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <b>Total</b> |



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Walden, NY 12586

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# Estimate

| Date      | Estimate # |
|-----------|------------|
| 6/14/2026 | 2979       |

## Name / Address

RC Anderson  
Sean Armstrong  
695 Route 46, Suite 205  
Fairfield, NJ 07004

| Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Total                       |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|
| No electric or control wiring<br>No de-watering of trenches<br>No housekeeping pads for water heaters<br>No fire pump or fire protection, fire backflow water service, no sprinkler.<br>No irrigation, backflow/vacuum breaker<br>No concentric vents or flue<br>No heat trace<br>No flashing or counter flashing<br>No waterproofing<br>No blocking<br>No generator<br>No water softener<br>No painting of pipe<br>Undermount sinks provided but installed by others. Elite will make final connections.<br>No meters<br>No appliances and accessories<br>No roof boots<br>No bathroom accessories<br>No soap dispensers<br>No gutter work<br>No water treatment package/filtration equipment<br>No trench drain/rat slabs/trench drain structural reinforcement<br>No premium time<br>No payment and performance bonds. Can provide for additional price. |                             |
| Respectfully submitted for your review. Thank you for the opportunity to bid on your project!                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <b>Total</b> \$1,058,000.00 |

## Kyle Rosser

---

**From:** Joe Jasiel <JoeJ@mdshvacr.com>  
**Sent:** Thursday, June 18, 2026 1:33 PM  
**To:** Sean Armstrong; MDS HVAC-R Info  
**Cc:** Kyle Rosser; Tracey Trojan; Chris Armbrister  
**Subject:** RE: SkyHarbour Poughkeepsie - Office Redesign Pricing

---

EXTERNAL EMAIL

---

Sean,

Looks like we sent over to you Revised pricing on 6/10/26 to reflect the Office Redesign for HVAC only.

**Also we will not be bidding the Plumbing Scope for this project at this time.**

Please let us know if you have any questions on the HVAC scope and when you think a decision will be made.

Thank You

Joseph S. Jasiel

**MDS HVAC-R Inc.**

**192 Plains Road**

**Walden, NY 12586**

Office: 845-713-4598

Cell: 914-760-3196

Fax: 845-713-4626

---

**From:** Sean Armstrong <Sean.Armstrong@rcandersen.com>  
**Sent:** Thursday, June 18, 2026 12:19 PM  
**To:** MDS HVAC-R Info <info@mdshvacr.com>; Joe Jasiel <JoeJ@mdshvacr.com>  
**Cc:** Kyle Rosser <Kyle.Rosser@rcandersen.com>  
**Subject:** RE: SkyHarbour Poughkeepsie - Office Redesign Pricing

Sorry, meant to clarify. Want to know if you are providing a plumbing number on this as well.

**Sean Armstrong**

Project Engineer | **RC Andersen**

(O) 973.227.8100 | (M) 973.897.2562

695 Route 46, Suite 205, Fairfield, NJ 07004

[sean.armstrong@rcandersen.com](mailto:sean.armstrong@rcandersen.com) | [www.rcandersen.com](http://www.rcandersen.com)



---

**From:** Sean Armstrong

**Sent:** Thursday, June 18, 2026 12:18 PM

**To:** MDS HVAC-R Info <[info@mdshvacr.com](mailto:info@mdshvacr.com)>; Jasiel Joe <[joej@mdshvacr.com](mailto:joej@mdshvacr.com)>

**Cc:** Kyle Rosser <[Kyle.Rosser@rcandersen.com](mailto:Kyle.Rosser@rcandersen.com)>

**Subject:** RE: SkyHarbour Poughkeepsie - Office Redesign Pricing

Good afternoon gentlemen,

Looking to see if you guys are wishing to provide a proposal for this project. We are going to be reviewing prices soon.

Let me know. Thanks.

**Sean Armstrong**

Project Engineer | **RC Andersen**

(O) 973.227.8100 | (M) 973.897.2562

695 Route 46, Suite 205, Fairfield, NJ 07004

[sean.armstrong@rcandersen.com](mailto:sean.armstrong@rcandersen.com) | [www.rcandersen.com](http://www.rcandersen.com)



---

**From:** Sean Armstrong

**Sent:** Thursday, May 28, 2026 11:17 AM

**Cc:** Kyle Rosser <[Kyle.Rosser@rcandersen.com](mailto:Kyle.Rosser@rcandersen.com)>

**Subject:** SkyHarbour Poughkeepsie - Office Redesign Pricing

Good morning,

My name is Sean Armstrong, and I work for RC Andersen, an industrial building general contractor. We are currently working on a project for SkyHarbour at Hudson Valley Regional Airport in Poughkeepsie involving the construction of two airplane hangars with an attached office suite. Construction activities are already underway.

If you have received this email, your company has been shortlisted as one of the 2–3 subcontractors we are considering for this scope of work.

The design team has recently revised the office area, and we are requesting updated estimates based on the attached drawing sets. Ideally, we are seeking your best and final pricing for the project. The attached files contain the most current drawing revisions available.

If you are not the appropriate estimator or contact for this scope within your company, please forward this email to the appropriate representative.

Please also note that this project will be performed under open shop labor conditions. However, the owner is currently exploring the possibility of implementing a local labor policy. If your company or workforce is not based within Rockland, Westchester, Putnam, Dutchess, Ulster, or Sullivan County, please provide an alternate price reflecting the cost impact of utilizing local labor.

If you have any questions or require additional information, please feel free to reach out to myself or the project manager, Kyle Rosser, who is CC'ed on this email and we will be happy to assist.

Thank you, and I look forward to hearing from you soon.

**Sean Armstrong**

Project Engineer | **RC Andersen**

(O) 973.227.8100 | (M) 973.897.2562

695 Route 46, Suite 205, Fairfield, NJ 07004

[sean.armstrong@rcandersen.com](mailto:sean.armstrong@rcandersen.com) | [www.rcandersen.com](http://www.rcandersen.com)



## Kyle Rosser

---

**From:** Nicholas Perrelli <[nick@lineageplumbingheating.com](mailto:nick@lineageplumbingheating.com)>  
**Sent:** Tuesday, June 23, 2026 7:56 AM  
**To:** Kyle Rosser  
**Subject:** Re: SkyHarbour Poughkeepsie - Office Redesign Pricing

---

EXTERNAL EMAIL

---

Hey Kyle,

Unfortunately, we will not be able to price this project at this time.

Thanks

-Nick

On Mon, Jun 22, 2026 at 3:50 PM Kyle Rosser <[Kyle.Rosser@rcandersen.com](mailto:Kyle.Rosser@rcandersen.com)> wrote:

Good Afternoon,

Are you interested in pricing this project?

**Kyle Rosser**

Senior Project Manager | **RC Andersen**

695 Route 46, Suite 205, Fairfield, NJ 07004

O: 973.227.8100 | C: 973.768.2124

[kyle.rosser@rcandersen.com](mailto:kyle.rosser@rcandersen.com) | [www.rcandersen.com](http://www.rcandersen.com)



---

**From:** Sean Armstrong <[Sean.Armstrong@rcandersen.com](mailto:Sean.Armstrong@rcandersen.com)>

**Sent:** Thursday, June 18, 2026 12:13 PM

**To:** [fossatiplumbing@gmail.com](mailto:fossatiplumbing@gmail.com); Nicholas Perrelli <[nperrelli89@gmail.com](mailto:nperrelli89@gmail.com)>; [nick@lineageplumbingheating.com](mailto:nick@lineageplumbingheating.com)

**Cc:** Kyle Rosser <[Kyle.Rosser@rcandersen.com](mailto:Kyle.Rosser@rcandersen.com)>

**Subject:** RE: SkyHarbour Poughkeepsie - Office Redesign Pricing

Good afternoon gentlemen,

Just seeing if you are wishing to provide pricing on this project.

Let me know. Thanks.

**Sean Armstrong**

Project Engineer | **RC Andersen**

(O) 973.227.8100 | (M) 973.897.2562

695 Route 46, Suite 205, Fairfield, NJ 07004

[sean.armstrong@rcandersen.com](mailto:sean.armstrong@rcandersen.com) | [www.rcandersen.com](http://www.rcandersen.com)



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**From:** Sean Armstrong  
**Sent:** Thursday, May 28, 2026 11:17 AM  
**Cc:** Kyle Rosser <[Kyle.Rosser@rcandersen.com](mailto:Kyle.Rosser@rcandersen.com)>  
**Subject:** SkyHarbour Poughkeepsie - Office Redesign Pricing

Good morning,

My name is Sean Armstrong, and I work for RC Andersen, an industrial building general contractor. We are currently working on a project for SkyHarbour at Hudson Valley Regional Airport in Poughkeepsie involving the construction of two airplane hangars with an attached office suite. Construction activities are already underway.

If you have received this email, your company has been shortlisted as one of the 2–3 subcontractors we are considering for this scope of work.

The design team has recently revised the office area, and we are requesting updated estimates based on the attached drawing sets. Ideally, we are seeking your best and final pricing for the project. The attached files contain the most current drawing revisions available.

If you are not the appropriate estimator or contact for this scope within your company, please forward this email to the appropriate representative.

Please also note that this project will be performed under open shop labor conditions. However, the owner is currently exploring the possibility of implementing a local labor policy. If your company or workforce is not based within Rockland, Westchester, Putnam, Dutchess, Ulster, or Sullivan County, please provide an alternate price reflecting the cost impact of utilizing local labor.

If you have any questions or require additional information, please feel free to reach out to myself or the project manager, Kyle Rosser, who is CC'ed on this email and we will be happy to assist.

Thank you, and I look forward to hearing from you soon.

**Sean Armstrong**

Project Engineer | **RC Andersen**

(O) 973.227.8100 | (M) 973.897.2562

695 Route 46, Suite 205, Fairfield, NJ 07004

[sean.armstrong@rcandersen.com](mailto:sean.armstrong@rcandersen.com) | [www.rcandersen.com](http://www.rcandersen.com)



--  
RF Lineage Plumbing & Heating  
Brewster NY  
845-278-0300



695 Route 46, Suite 205  
Fairfield, NJ 07004  
973-227-8100

Cover Letter: 6/25/2026

Robin Mack  
Think Dutchess Alliance for Business  
3 Neptune Road  
Poughkeepsie, NY 12601  
robin@thinkdutchess.com

Reference: Aircraft Hanger Development – 70 Citation Drive – Wappingers Falls, NY

Subject: IDA-Labor Policy Exemption Request  
Trade/Subcontractor: Pre-Engineered Metal Building (PEMB) Erection  
Installed by: **Trimak Building Systems**

Ms. Mack,

Please review the exemption request for the above referenced trade contractor based on the following allowable exemption reason:

- Exemption Reason: Specialized construction for which qualified Local Workforce Area workers are not available

We are unaware of any qualified local workforce area companies that erect long span pre-engineered metal buildings (exceeding 260' spans). Trimak Building Systems brings over 20 years of PEMB erection experience and have erected over 50 aircraft hangers. Since the start of 2025 they have erected 15 aircraft hangers across the country. Trimak carries extended installation warranties on the PEMB's as well as the roof and wall panels. They are a traveling trade with a specific workforce that allows them to erect the buildings in the most cost-effective and efficient manner.

It is for the above reasons that we respectfully request an exemption to the IDA Local Labor Policy for this trades work on the project.

Should you have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "KR", followed by a horizontal line.

Kyle Rosser  
Senior Project Manager  
RC Andersen

CC: David Sherman – Sky Harbour



695 Route 46, Suite 205  
Fairfield, NJ 07004  
973-227-8100

Cover Letter: 6/26/2026

Robin Mack  
Think Dutchess Alliance for Business  
3 Neptune Road  
Poughkeepsie, NY 12601  
robin@thinkdutchess.com

Reference: Aircraft Hanger Development – 70 Citation Drive – Wappingers Falls, NY

Subject: IDA-Labor Policy Exemption Request  
Trade/Subcontractor: Fire Protection Systems  
Installed by: **Newark Fire Sprinkler Corp.**

Ms. Mack,

Please review the exemption request for the above referenced trade contractor based on the following allowable exemption reason:

- Exemption Reason: Significant cost differentials

Newark Fire Sprinkler Corp has provided pricing for the project as a, non-local contractor for the project. Local pricing was obtained from Campbell Fire Protection, Northeast Fire Protection as well as an additional bid from a non-local national traveling fire protection company Shambaugh. No local contractors was able to be lowered to meet the 10% cost differential based on the total project cost.

It is for the above reasons that we respectfully request an exemption to the IDA Local Labor Policy for this trades work on the project.

Should you have any questions, please feel free to contact me.

Sincerely,

Matthew Tracy  
Project Executive  
RC Andersen

CC: David Sherman – Sky Harbour

|                                       |                                 |                                                   |                          |                         |
|---------------------------------------|---------------------------------|---------------------------------------------------|--------------------------|-------------------------|
| 21 00 00: Fire Protection             | Northeast Fire Protection, Inc. | Newark Fire                                       | Campbell Fire Protection | Shambaugh & Son         |
| Base Bid                              | \$1,100,000                     | \$290,000                                         | \$788,900                | \$562,604               |
| LINE ITEMS                            | UnitUnit CostTotal Cost         | UnitUnit CostTotal Cost                           | UnitUnit CostTotal Cost  | UnitUnit CostTotal Cost |
| Fire Protection                       | \$1,069,965                     | \$283,000                                         | \$788,900                | \$562,604               |
| Plans/ Hydraulic Calcs                | Included                        | \$7,000                                           | Included                 | Included                |
| - Density Hangar                      | 0.17 gpmincluded                | 0.17 gpmincluded                                  | 0.17 gpmIncluded         | 0.17 gpmIncluded        |
| - Density Storage                     | 0.2 gpmIncluded                 | 0.2 gpmincluded                                   | 0.2 gpmIncluded          | 0.2 gpmIncluded         |
| - Density Office                      | 0.1 gpmIncluded                 | 0.1 gpmincluded                                   | 0.1 gpmIncluded          | 0.1 gpmIncluded         |
| Misc. Material                        |                                 |                                                   |                          |                         |
| - Total Sprinkler Heads               | included                        | 1196included                                      | 1200included             | included                |
| - Distrubtion Type                    | included                        | Bulk Main- Internal. Sched 10 Black Steelincluded | included                 | included                |
| - Pendent Heads                       | included                        | All finished areasincluded                        | included                 | included                |
| - Upright Heasd                       | included                        | All Exposed Areasincluded                         | included                 | included                |
| - Backflow Preventor                  | included                        | included                                          | included                 | included                |
| - Riser Manifolds                     | included                        | 4 Locationsincluded                               | 4 Locationsincluded      | included                |
| - Fire Department Connection          | included                        | included                                          | included                 | included                |
| - Fire Pump                           | Not Applicable                  | Not Applicable                                    | Not Applicable           | Not Applicable          |
| Other                                 | included                        |                                                   | included                 | included                |
| - Static Hydraulic Testing            | included                        | included                                          | included                 | included                |
| - AHJ Inspections/ Oversight          | included                        | included                                          | included                 | included                |
| - Support during hydrant flow testing | included                        | included                                          | included                 | included                |
| GENERAL                               |                                 |                                                   |                          |                         |
| Tax                                   | NO- Breakout provided30035      | YES                                               | YES                      | YES                     |
| Mobilization                          | YES                             | YES                                               | YES                      | YES                     |
| Submittals                            | YES                             | YES                                               | YES                      | YES                     |
| NY Insurance                          | YES                             | YES                                               | YES                      | YES                     |
| Closeout Docs                         | YES                             | YES                                               | YES                      | YES                     |
| Equipment and Lifts                   |                                 |                                                   |                          |                         |
| Base Bid Total                        | \$1,100,000                     | \$290,000                                         | \$788,900                | \$562,604               |



## NEWARK FIRE SPRINKLER CORP.

4 LIBELLA COURT  
NEWARK, NJ 07105  
OFFICE: 973-817-8114

[SALES@NEWARKFIRESPRINKLER.COM](mailto:SALES@NEWARKFIRESPRINKLER.COM)  
[WWW.NEWARKFIRESPRINKLER.COM](http://WWW.NEWARKFIRESPRINKLER.COM)

LIC # P01570

### INDUSTRIAL WAREHOUSE PROPOSAL

PROJECT ADDRESS:

263 NEW HACKENSACK RD WAPPINGERS FALLS, NY

ACCOUNT NAME:

RC ANDERSEN

#### DOCUMENTS PROVIDED

|                           |              |
|---------------------------|--------------|
| ARCHITECTURAL:            | PROVIDED     |
| STRUCTURAL:               | PROVIDED     |
| CIVIL:                    | PROVIDED     |
| SPECIFICATIONS:           | PROVIDED     |
| ADDENDUMS:                | NOT PROVIDED |
| HYDRANT FLOW TEST REPORT: | PROVIDED     |

#### PROJECT INFORMATION

|                                          |          |
|------------------------------------------|----------|
| TOTAL SQUARE FOOTAGE:                    | 74600    |
| CEILING HEIGHT (UNDERSIDE OF ROOF DECK): | 46       |
| TOTAL SPRINKLER HEADS:                   | 1196     |
| RACKS:                                   | YES      |
| FIRE PUMP:                               | YES      |
| DISTRIBUTION TYPE:                       | INTERNAL |

#### LABOR STATUS FOR THIS PROJECT

OPEN SHOP/ NON-UNION

#### TAXES

TAXES INCLUDED

#### INSURANCE

STANDARD COVERAGE

ALL WORK PROVIDED SHALL BE IN ACCORDANCE WITH CURRENT IBC, NY EDITION UNIFORM CONSTRUCTION CODE.

ALL LISTED EQUIPMENT IS FURNISHED WITH MONITORING AND TAMPER PROOF DEVICES TO BE WIRED BY OTHERS.

NFSC SCOPE BEGINS AT UNI-FLANGE INSIDE SPRINKLER ROOM INSTALLED BY OTHERS.

**PROPOSED DESIGN CRITERIA**

| AREA                  | TYPE OF SYSTEM | AREA OF APPLICATION (MOST REMOTE) | MAXIMUM AREA / SPRINKLER     | DENSITY (GPM/FT <sup>2</sup> ) | NOTES                                                      |
|-----------------------|----------------|-----------------------------------|------------------------------|--------------------------------|------------------------------------------------------------|
| OFFICES               | WET            | 1,500 FT <sup>2</sup>             | 225 FT <sup>2</sup>          | 0.10                           | LIGHT HAZARD                                               |
| MEP                   | WET            | 1,500 FT <sup>2</sup>             | 130 FT <sup>2</sup>          | 0.15                           | ORDINARY HAZARD GROUP I                                    |
| STORAGE               | WET            | 1,500 FT <sup>2</sup>             | 130 FT <sup>2</sup>          | 0.20                           | ORDINARY HAZARD GROUP II                                   |
| GARAGE / SERVICE AREA | WET            | 1,500 FT <sup>2</sup>             | 130 FT <sup>2</sup>          | 0.20                           | ORDINARY HAZARD GROUP II                                   |
| HANGAR BAY            | WET            | 5,000 FT <sup>2</sup>             | 130 FT <sup>2</sup> (NOTE 5) | 0.17                           | MINIMUM DESIGN DENSITY IN ACCORDANCE WITH NFPA 409 § 9.2.5 |
| COLUMN PROTECTION     | WET            | NOTE 6                            | -                            | 0.25                           | -                                                          |

**EQUIPMENT**

- 1 FIRE SERVICE BACKFLOW PREVENTOR
- 4 RISER MANIFOLDS INTO SYSTEM FEED MAINS

THE MAXIMUM FLOOR AREA ON ANY FLOOR TO BE PROTECTED BY SPRINKLERS SUPPLIED BY ANY ON SPRINKLER SYSTEM RISER OR COMBINED SYSTEM RISER SHOULD BE AS FOLLOWS:

**STORAGE - HIGH PILED STORAGE = 40,000 SF**

**FIRE DEPARTMENT CONNECTION**

INCLUDED

**COMMERCIAL OFFICE SPACES**

UPRIGHT HEADS INSTALLED EXPOSED - SCHED. 10 BLACK STEEL PIPE

PENDENT HEADS TO ALL FINISHED CEILING AREAS - SCHED. 10 BLACK STEEL PIPE

**TOTAL COST SUMMARY**

PLANS AND HYDRAULIC CALCULATIONS: **\$7,000.00**

PROJECT COST: **\$283,000.00**

**TOTAL PROJECT COST: \$290,000.00**

**ADD ALTERNATES**

**ADD: DIESEL FIRE PUMP: \$125,000.00**

**ADD: ELECTRIC FIRE PUMP: \$50,000.00**

## EXCLUSIONS

PERMIT FEES  
ELECTRICAL ALARM WORK  
UNDERGROUND WORK  
WATER METERS - WATER METER TO BE PROVIDED BY THE WATER COMPANY.  
FIRE CAULK - FIRE STOPPING.  
PAINTED OR GALVANIZED PIPE AND FITTINGS.  
DRY OR PREACTION SYSTEMS  
IN-RACK SPRINKLERS. RACK COVERAGE FROM ABOVE ONLY  
ANY REQUIRED FOAM OR SPECIAL SYSTEMS  
NY LABOR REQUIREMENTS NOT INCLUDED IN BASE PRICE. OPEN SHOP LABOR ONLY.

## INVOICE TERMS:

NEWARK FIRE SPRINKLER CORPORATION SHALL SUBMIT MONTHLY PROGRESS BILLING NO LATER THAN THE 30TH OF THE MONTH. PAYMENTS WILL BE DUE NO LATER THAN THIRTY (30) DAYS FROM THE DATE THE INVOICE IS SUBMITTED.

CUSTOMER AGREES TO PAY LATE-FEES OF 1 ½ PERCENT INTEREST FOR THE BALANCE OVER 60 DAYS AND AGREES TO PAY COLLECTION COSTS FOR BALANCES OVER 90 DAYS. VISA, MASTER CARD AND AMERICAN EXPRESS ARE ACCEPTED. CREDIT CARD PAYMENTS ARE SUBJECTED TO A 3.40% PROCESSING FEE.

THIS PROPOSAL WILL BE HONORED FOR A PERIOD OF 60 DAYS FROM THE DATE PREPARED.  
IN THE EVENT THAT IT BECOMES NECESSARY TO ENFORCE THE TERMS OR CONDITIONS OF THIS AGREEMENT OR TO RECOVER ANY SUMS DUE, THE UNDERSIGNED AGREES TO PAY ANY ATTORNEY FEES, COURT COST OR COST OF COLLECTIONS.

**NEWARK FIRE SPRINKLER CORPORATION**

**RC ANDERSEN**

SIGNATURE: \_\_\_\_\_  
PRINT NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_  
PRINT NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

**\*CONTRACT NOT VALID UNLESS EXECUTED BY BOTH PARTIES**



## **FIRE PROTECTION**

P.O. Box 389, 47 Chestnut Street, Suffern, NY 10901  
(845) 357-1441 \* Fax (845) 357-1444  
www.campbellfire.com \* email: Gary@campbellfire.com

June 19, 2026

### **Sean Armstrong**

Project Engineer | **RC Andersen**

(O) 973.227.8100 | (M) 973.897.2562

695 Route 46, Suite 205, Fairfield, NJ 07004

[sean.armstrong@rcandersen.com](mailto:sean.armstrong@rcandersen.com) | [www.rcandersen.com](http://www.rcandersen.com)

### **Re: Fire Sprinkler System Sky Harbour 263 New Hackensack RD Wappingers Falls NY 12590**

Campbell Fire is pleased to provide you with a quote to service your fire sprinkler needs, this quote is based on the drawings provided.

Campbell Fire will install approximately 1,200 sprinkler heads throughout the new building as described on the supplied drawings. Included is one (1) backflow device and 4 wet risers supplying the renovated space.

THIS PRICE IS SUBJECT TO CHANGE ONCE FLOW RESULTS ARE OBTAINED AND ENGINEERING AND HYDRAULIC CALCULATIONS ARE PERFORMED.

- *The total price for this job will be \$788,900.00 plus tax if applies.*
- *Excluded in this proposal are any permit fees or submittals.*
- *INCLUDED in this proposal are sprinkler drawings and calculations.*
- *All piping will be black steel threaded/grooved.*
- *To perform this, work the client will need to create a safe and clear environment.*
- *This proposal is nonunion rate.*
- *Certified payroll is not included*
- *This work will be guaranteed for a period of 1 year (parts and labor on defective components).*
- *All work is based on a normal work week M-F 8:30-4:30.*
- *Campbell Fire is not responsible for any patching of walls or firestop due to this installation.*
- *Campbell Fire is not responsible for any alarm/electrical work or any underground piping.*
- *Excluded in this price are any fire pumps and controllers.*

***ALL SYSTEMS WILL BE WET TYPE. CUSTOMER MUST PROVIDE ADEQUATE HEATING TO PREVENT PIPES FROM FREEZING***

### **ACCEPTANCE OF PROPOSAL:**

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be as follows: 50% deposit; 40% at completion and 10% at final approval.

If the scope of work increases significantly, the cost estimate will increase. You will be notified if the scope of work increases before we do work over the estimated cost. By agreeing to this authorization, you grant CFP permission to perform the work described above, agree to our standard terms and conditions, and agree to pay for the work. All prices include travel time and work performed under Merit Labor. All prices exclude tax, permit acquisition, and permit fees.

\_\_\_\_\_  
Authorized Signature

Sincerely,  
Gary Krol  
Partner

\_\_\_\_\_  
Date Accepted

1. Customer acknowledges receipt of copy and understands all of this agreement particularly paragraphs 2, 3, 4, and 5, which set forth the Company's maximum liability.
2. LIMITED WARRANTY: ALL MATERIAL AND REPLACEMENT COMPONENTS INSTALLED ARE WARRANTED TO BE AS SPECIFIED IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS AND SHALL INCLUDE MANUFACTURER'S WARRANTY IF APPLICABLE. ALL WORK IN THE SERVICE AND MAINTENANCE OF THE FIRE EQUIPMENT SHALL BE COMPLETED IN A WORKMANLIKE MANNER ACCORDING TO STANDARD PRACTICES. CUSTOMER SHALL ASSUME ALL RISK FOR LOSS OR DAMAGE TO PREMISES OR ITS CONTENTS AND EXCEPT AS EXPRESSLY SET FORTH HEREIN. COMPANY MAKES NO EXPRESS OR IMPLIED WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE FIRE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR USE. CUSTOMER ACKNOWLEDGES THAT THERE ARE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WHICH EXTEND BEYOND THOSE ON THE FACE OF THE AGREEMENT HEREOF.
3. COMPANY'S LIABILITY, LIQUIDATED DAMAGES: Company does not guarantee or insure the effect of the service, or that the service will in all cases provide the protection for which it is intended. Customer acknowledges that insurance, if any, shall be obtained by Customer; that payments provided herein are based solely on the value of the service and are unrelated to the value of Customer's property or the property of others located on Customer's premises; that Company makes no guarantee or warranty, including any implied warranty of merchantability or fitness that the system or service supplied will avert or prevent occurrences or the consequence therefrom from which the system or service is designed to protect or avert. Customer acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from a failure to perform any of the obligations herein or the failure of the system to properly operate with a resulting loss to Customer because of, among other things:
  - a. The uncertain amount or value of Customer's property or the property of others kept on the premises which may be lost, destroyed, damaged or otherwise affected by occurrences which the system is designed to detect or avert.
  - b. The inability to ascertain that portion, if any, of any loss would proximately be caused by Company's failure to perform or the equipment to operate.
  - c. The nature of the service to be performed by the Company.

Customer understands and agrees that if Company or its agents, assigns or its employees should be found liable for loss or damage due to a failure of service or equipment in any respect whatsoever, Company and its agents, assigns, and employees liability shall be limited to the sum equal to the price of one service inspection, or Two Hundred Fifty Dollars (\$250.00), whichever is lesser as liquidated damages and not as a penalty and this liability shall be exclusive, and that provisions of this section shall apply if loss or damage, irrespective of causes or origin results directly or indirectly to persons or property from performance or non-performance of the obligations imposed by this contract, or from negligence, active or otherwise of Company, its agents, assigns or employees.

4. SUBROGATION: Customer hereby releases, discharges and agrees to hold Company harmless from any and all claims, liabilities, damages, losses or expenses, arising from or caused by any hazard covered by insurance in or on the premises of Customer whether said claim is made by Customer, its agents, or its insurance company or any other parties making a claim under or through Customer. Customer agrees to indemnify Company against, defend and hold Company harmless from any action for subrogation which may be brought against Company by any insurer or insurance company or its agents or assigns including the payment of all damages, expenses, costs and attorney's fees.
5. INDEMNIFICATION: In the event any person, not a party of the Agreement, including Customer's insurance company, shall make any claim of file any lawsuit against Company for any reason whatsoever, including but not limited to the installation, service, maintenance, operation or non-operation of the system, or related equipment, including the payment of all damages, expenses, costs and attorney's fees, whether these claims be based upon alleged intentional conduct, active or passive negligence, or strict or product liability, on the part of Company its agents, assigns or employees.
6. DELAY OR INTERRUPTION IN SERVICE: Company assumes no liability for delay in service of the equipment or for interruption of service due to strikes, riots, floods, storms, earthquakes, fires, power failures, insurrection, acts of God or any other cause beyond the control of Company and will not be required to supply service to the Customer where interruption of service due to any such cause shall continue therein.
7. CUSTOMER'S DUTIES: Customer will extend to the Company all cooperation necessary to permit Company to perform the services provided herein. Customer agrees to keep the fire protection equipment and the surrounding area free and clear from any grease, dirt or other debris at all times. Customer shall immediately notify Company in the event the fire protection equipment is activated and discharged because of fire or any other reason.
8. DELINQUENCY; INTEREST: In the event any payment due hereunder is more than 10 days delinquent; Company may impose and collect from Customer a delinquency charge of 1-1/2% per month (or maximum allowed by law) of the amount due.

If Customer fails to pay any amount herein provided within 10 days after the same is due and payable or if Customer fails to perform any other provisions hereof of within 10 days after Company shall have requested in writing performance thereof or if any proceeding in bankruptcy, receivership or insolvency shall be commenced by or against Customer of his property or if Customer makes any assignment for the benefit of creditors, Company shall have the right but shall not be obligated to exercise any of one or more of the following remedies:

- a. Recover the existing amounts due from Customer and continue the service of the system in which case Company shall be entitled to recover in addition the amounts due under the contract for said services; or
  - b. Discontinue service at Customer's address listed above. If Company discontinues service, Company shall be entitled to recover the existing amounts due under this contract for services performed up to the date of discontinuing said services, and, in addition, damages computed by subtracting the anticipated cost of replacement materials, equipment and service over the unexpired term of the Agreement from the total sum Company would have received over the term of the Agreement. This cost of material, equipment and services is to be determined by Company in its sole discretion from its prior experience; or
  - c. Recover from the Customer all sums Company may be entitled to by law.
9. ATTORNEY'S FEES: In the event it shall become necessary for Company to institute legal proceedings to collect the cost of any charge as set for herein, then and in such proceedings, the unsuccessful party shall pay for the successful party reasonable attorney's fees where permitted by law.
10. INVALID PROVISIONS: If any of the terms or provisions of this Agreement shall be determined to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.
11. CUSTOMER ACKNOWLEDGEMENT: Customer acknowledges that fire protection equipment is intended to reduce the consequences of fire damage. Fire protection equipment does not guarantee mitigation of fire damages. Customer acknowledges that it makes the decision as to the types and designs of fire equipment protection, equipment installed, the need for upgrading or redesign, and the frequency of servicing (including grease removal, if applicable). Certain fire protection equipment such as fire extinguishers are not designed to put out all sizes of fires.
12. ASSIGNMENT: This Agreement may not be assigned by Customer; except upon the prior written consent of Company. This Agreement may be assigned by Company without the consent of Customer and Company shall have the further right to subcontract any service which it is obligated to perform hereunder.
13. LIMITATION: No action shall be commenced or maintained against Company upon any claim based upon, arising out of, or related to this Agreement or performance thereunder, unless such action is commenced within one (1) year after the claim first arose.
14. ENTIRE INTEGRATED AGREEMENT; MODIFICATIONS; ALTERATIONS; WAIVER: This writing is intended by the parties as the final expressions of their Agreement and as a complete and exclusive statement of the terms thereof. This Agreement supersedes all prior representations, understandings of Agreements of the parties, and the parties rely only upon the contents of this Agreement in executing it. This Agreement can only be modified by a writing signed by the parties or their duly authorized agent. No waiver of a breach of any terms or condition of this agreement shall be construed to be a waiver of any succeeding breach.

# Fire Protection Proposal

**Northeast Fire Protection, Inc.**

*A Sirina Fire Protection Company*

178 Brady Avenue

Hawthorne, New York 10532

[www.nefpi.com](http://www.nefpi.com)

## NORTHEAST

Proposal No.: P25-0127-A

Date: 6/19/2026

Revised

By: Brian P. Hoey PE

Email: [brian@nefpi.com](mailto:brian@nefpi.com)

Office: 914-773-1960

Cellular: 914-490-9175

Client: RC Andersen

Address: 695 Route 46, Suite 205

Fairfield, New Jersey 07004

Attention: Sean Armstrong

Project: Sky Harbour

Address: 263 New Hackensack Road

Wappings Falls, New York

We are pleased to offer our proposal to furnish material, equipment, labor, supervision, professional design and administrative services for the ***Fire Protection Work*** for the sum of: **\$1,100,000.00**

Our proposal is based on the following:

**Cost Breakdown:**

|                      |                                              |
|----------------------|----------------------------------------------|
| Fire Protection Work | \$ 1,069,965                                 |
| Sales & Use Taxes    | \$ 30,035 <i>(included on material only)</i> |
| Total                | \$ 1,100,000                                 |

**Bid Documents:**

Drawings: F-001 through F-102 dated February 27, 2026, A-121 and A-122 dated May 15, 2026

Specifications: Section 21 dated August 1, 2025

Addenda: Addendum #1 dated October 3, 2025 and RFI Responses 1-48

Prepared by: Margulies Hoelzli Architecture

**Alternates:** Not Applicable

**Allowances:** Not Applicable

**Unit Prices:**

|             |                             |                        |                            |
|-------------|-----------------------------|------------------------|----------------------------|
| Foreman:    | \$188.53/Hour Straight Time | \$258.97/Hour Overtime | \$329.42/Hour Premium Time |
| Journeyman: | \$180.86/Hour Straight Time | \$247.47/Hour Overtime | \$314.08/Hour Premium Time |
| Material:   | Invoice Cost + 15%          |                        |                            |

*Contractors & Engineers  
Protecting Life & Property Since 1994*

**Qualifications:**

- 1 We shall perform our work during the hours of 7:00 a.m. and 4:00 p.m. weekdays.
- 2 The project architect shall provide us with a complete set of contract drawings in the latest version of AutoCAD at no cost.
- 3 The general contractor or owner shall furnish us a copy of the general building permit for our use.
- 4 All trades must participate in formal coordination to avoid field installation conflicts.
- 5 We shall provide statutory worker's compensation, \$2,000,000 general liability, \$8,000,000 excess liability and professional liability insurance.
- 6 The general contractor or owner shall furnish us a project tax status certificate upon proposal acceptance.
- 7 Additional work orders shall be approved in writing prior to work being performed.
- 8 Payment terms shall be net 30 days from end of month.
- 9 No more than 5% retainage may be held in accordance with New York General Business Law Section 756-c.
- 10 This proposal is valid for sixty (60) days.
- 11 This proposal is subject to mutually agreed upon terms and provisions.

**Scope Inclusions:**

- 1 We include professional engineer signed and sealed shop drawings and hydraulic calculations.
- 2 We include electronic product data and equipment submittals.
- 3 We include fire protection permit application and applicable fees.
- 4 We include sales and use taxes as required by state and local government.
- 5 We include inspections and testing in accordance with NFPA and the local authority having jurisdiction.
- 6 We include coring and cutting for our work.
- 7 We shall design, furnish and install a new wet pipe sprinkler system as indicated on the bid drawings.
- 8 We shall begin our work at the new fire service flange located inside the building.
- 9 We shall install UL/FM listed band hangers in accordance with NFPA 13.
- 10 We shall install pipe and fittings as specified.
- 11 We shall install new sprinklers as specified.
- 12 We shall install UL/FM listed riser manifolds, butterfly valves and drain valves.
- 13 We shall install valve supervisory and water flow switches.
- 14 We shall install one UL/FM listed fire department connection in accordance with NFPA 14.
- 15 We shall install one UL/FM listed, double check backflow preventer as specified.
- 16 We shall install fire stopping at penetrations of two-hour fire rated partitions.
- 17 We shall remove our debris to floor containers provided by others.
- 18 We include as built drawings, operation and maintenance manuals and one-year warranty.

**Scope Exclusions:**

- |                                                 |                                    |
|-------------------------------------------------|------------------------------------|
| 1 Fire extinguishers and extinguisher cabinets. | 11 Underground piping and valves.  |
| 2 Rough and finish patching.                    | 12 Health Department applications. |
| 3 Painting.                                     | 13 Sales tax on labor.             |
| 4 Debris carting fees.                          | 14 Overtime.                       |
| 5 Temporary utilities.                          | 15 Trade allowances.               |
| 6 Temporary protection.                         | 16 Third party inspections.        |
| 7 Alarm wiring.                                 |                                    |
| 8 Heat tracing and insulation.                  |                                    |
| 9 Automatic fire pumping systems.               |                                    |
| 10 Standpipe and standpipe equipment.           |                                    |



SHAMBAUGH & SON, L.P.  
CONTRACTORS - ENGINEERS  
SINCE 1926



## FIRE PROTECTION DIVISION

7614 OPPORTUNITY DRIVE (46825)

P.O. BOX 1287 (46801)

FORT WAYNE, IN

TELEPHONE 260-487-7777

FAX 260-497-1695

[www.shambaugh.com](http://www.shambaugh.com)

Date: June 22, 2026

To: Sean Armstrong  
RC Andersen

Phone: 973-227-8100

Email: Sean.Armstrong@rcandersen.com

Re: Sky Harbour  
New Hangar facility  
Fire Protection Proposal

Dear Sean:

Shambaugh & Son, L.P. is pleased to present our fire protection proposal for the above-referenced project. This proposal was prepared in conjunction with the drawings and specifications that was provided to Shambaugh & Son.

### **WATER SUPPLY**

Our proposal is based on water supply characteristics furnished in the contract drawings. The flow test data utilized shows a water supply of 114 psi static, 98 psi residual, while flowing 1492 gpm. The test was conducted on 2/26/25 at the project location.

**If we find that the water supply is less than the test results noted above, it may be necessary for us to seek additional compensation to change pipe diameters, add a storage tank, and/or add a fire booster pump.**

**This proposal assumes that the main water supply will be installed, flushed, and tested by others and made available as per normal construction sequences for the hydrostatic testing of our overhead sprinkler systems. If permanent water is not available when needed to perform our required testing, Shambaugh & Son will provide an added change order cost to provide the necessary water trucks, hoses, and added labor to perform this added process and keep pace with the construction schedule.**

Our design is based upon an 8" lead-in being brought up into the building to 8" AFF, at pre-determined locations provided by others and coordinated by Shambaugh & Son.

We are excluding all fire protection underground piping work, hydrants, underground vaults with water meters and backflow preventers, yard fire department siamese connections, etc., including all flushing, chlorination, and testing as per N.F.P.A. and local water company requirements. **We have not included any costs for the design and approvals for the site fire loop scope of work.** We are also excluding the installation and alarm wiring for any required outside PIV valve tamper switches and any unforeseen conditions involving underground work.

**PLEASE NOTE:** Shambaugh & Son has not taken into consideration any IFC appendix B site hydrant flow requirements that exceed the sprinkler system demand.

### **SPRINKLER SYSTEM DESIGN CRITERIA**

We will provide and install a new sprinkler riser header assembly consisting of a backflow preventor with each individual wet pipe riser having a butterfly type control valve with main drain, pressure gauges, and flow switch. We also will provide an outside fire department connection to meet the local fire department requirements.

Our design for the office areas is based upon a Light Hazard occupancy, hydraulically calculated to provide a density of 0.10 gpm over the most remote 1500 ft<sup>2</sup> with 100 gpm hose stream allowance.

**"FIRE SPRINKLERS SAVE LIVES"**

Our design for the Storage and service areas is based upon a Ordinary Hazard occupancy, hydraulically calculated to provide a density of 0.20 gpm over the most remote 1500 ft<sup>2</sup> with 250 gpm hose stream allowance.

Our design for the hangar area is based upon NFPA 409, hydraulically calculated to provide a density of 0.17 gpm over the most remote 5000 ft<sup>2</sup> with 500 gpm hose stream allowance.

### **Miscellaneous and Low Piled Storage**

In conjunction with our Ordinary Hazard group designs above, the following miscellaneous storage arrangements are allowed per N.F.P.A. 13.

- Solid pile storage of Class I through IV commodities up to 12' high
- Group "A" plastics up to 5' high
- Wood pallets up to 6' high
- Plastic pallets up to 4' high
- Rack storage of Class I through IV commodities up to 10' high.

Miscellaneous and low piled storage must not constitute more than 10% of the building area or 4,000 sq. ft. total. Such storage will **not** exceed 1,000 sq. ft. in one pile or area and each such pile or area will be separated from other storage areas by at least 25'. **Protection of any expanded plastic products is specifically excluded.** No storage is permitted in Light Hazard occupancies.

Sprinklers in areas with finished ceilings will be concealed white pendants on concealed piping and will be located in the center of acoustical ceiling tiles. Sprinklers in exposed areas without finished ceilings will be brass uprights on exposed piping.

We are excluding any interior fire hose valves or racks for this facility.

All pipe and fittings will be in accordance with N.F.P.A. #13 and other applicable codes. No allowance has been made for design variations from NFPA standards that may be requested by any insurance agency or local authority.

All hangers will be sized and spaced in accordance with N.F.P.A. codes for standard building construction. No allowance has been made to supply or install additional or special hanger materials or devices to improve the structural strength of the building to enable it to bear the weight of the sprinkler system. Trapeze hangers, with normal N.F.P.A. spacing, for supporting 6" and 8" mains that run parallel to the bar joists or truss purlin members have been included in this proposal. We have **not** included any costs associated with unknown expansion joints for this project at this time.

**If High Volume Low Speed (HVLS) Fans** are to be installed in the building(s), they must be installed to conform to the requirements of NFPA, section 11.1.7.

1. The maximum fan diameter shall be 24 feet.
2. HVLS fans shall be centered approximately between four adjacent sprinklers.
3. The vertical clearance from HVLS fans to the sprinkler deflectors above shall be a minimum of 3 feet.
4. All fans must be interlocked to shut down immediately upon a sprinkler system water flow.

Note: HVLS fans, if shown on contract documents, have **not** been reviewed by Shambaugh & Son and will likely need to be relocated from currently shown locations, to be centered between four sprinklers. We can assist with suggested locations once the sprinkler systems are designed.

### **SEISMIC BRACING**

As this facility is seismic design category B we are not including seismic bracing.

### **BIM MODELING**

We have not included any engineering costs to provide BIM modeling for this project.

**"FIRE SPRINKLERS SAVE LIVES"**

### **SUBMITTALS/PERMITS**

Working drawings for the sprinkler systems described above will be forwarded to the City of Wappingers Falls for approval and permits. All known permit and plan review fees have been included in this proposal and are estimated to be \$125.00. **We're specifically excluding all 3<sup>rd</sup> party permit review procedures, fees and unanticipated requirements that might be requested by the local authorities.**

### **CLEAR SPACE**

N.F.P.A. requires that a clear space of 18 inches below the sprinkler heads must be maintained throughout the building. No allowance has been made for sprinklers beneath ducts or heaters that may infringe upon this space, unless clearly referenced and shown on the provided bid drawings.

### **WORKING CONDITIONS**

This proposal is based on the installation being performed from an unobstructed concrete floor or compacted stone base during normal working hours and using our choice of access machinery. The owner must move stock, equipment or materials to give Shambaugh & Son free access to the work area.

### **AHJ/INSURANCE CARRIER REQUIREMENTS**

Unless noted otherwise our Design and Installation will be per NFPA, and state adopted codes/standards.

**We have not included any special insurance company requirements to include Factory Mutual guidelines or specific recommendations for this project.**

### **BASE BID PROPOSAL PRICE AND ALTERNATES**

Our total base bid price to perform this work detailed in this proposal is **\$562,605.00.**

### **MATERIAL ESCALATION/AVAILABILITY**

With the continued volatility in the steel and construction industry, we are able to hold our above pricing for only (15) days, from the above proposal date, to cover current material cost escalations. All future and unknown steel material cost increases will be reviewed on an individual project basis. Also, due to current and ever-changing supply chain material short falls, we request the right to address any cost impacts which are associated with these current material supply conditions.

### **UNDERGROUND FLUSHING/TESTING**

Flushing and testing of all new underground fire mains need to be completed as per N.F.P.A. and the local water utility requirements. Proper documentation will need to be provided by the installing contractor that these processes were completed as required to meet NFPA guidelines. If this cannot be completed correctly by the installing site utility contractor, Shambaugh & Son can be hired on a time and material basis to expedite this scope of work and make sure that it is done in a satisfactory manner to meet code guidelines. Shambaugh & Son cannot be held liable for any U-G piping problems which arise from these processes, due to the inadequacies of the installation contractor.

### **TERMS & CONDITIONS**

After you have the opportunity to review this initial proposal, please contact us to finalize the scope of work, terms and conditions, schedule, contract price and any other relevant issues. Upon award of a contract, we request that our Shambaugh & Son scope letter be made a part of the formal contract for this project.

Also, Shambaugh & Son reserves the right to review all subcontract language and negotiate mutually agreeable terms upon award of the project. If our subcontract incorporates the prime/owner contract, we will require a copy of the prime/owner contract for review prior to signing our subcontract.

### **WARRANTY**

Shambaugh & Son will provide a standard 1-year warranty for all parts and labor from the date the system was put into service. Additional warranty lengths or conditions will be addressed on a cost/plus basis.

**“FIRE SPRINKLERS SAVE LIVES”**

## **PAYMENT TERMS**

Shambaugh & Son will issue monthly progress payment applications for work completed to date and expect payment within (30) days from the date of our application. Proper breakdown for each application will be provided as necessary.

Final payment, to include all retainage held, is expected (30) days after all work is completed and close-out documents are provided.

## **EXCLUSIONS**

- Specific insurance company recommendations to include Factory Mutual Guidelines.
- All painting of pipe, fittings and equipment including cleaning pipe and protection of sprinkler heads from paint.
- Electrical and alarm wiring of sprinkler equipment.
- 8" underground lead-in(s), fire hydrants, etc., including flushing and testing.
- Reduced pressure backflow preventer.
- Fire alarm system and wiring.
- Mason and carpenter work to provide any required patching and decorating.
- Fire stopping penetrations or sleeves.
- All concrete work including pump and controller pads.
- Any signage for rooms or doors that may be required to identify the fire systems, contents, or components inside.
- Pipe identification markers.
- Fire extinguishers and cabinets.
- Cost for penetrations in steel beams if required for sprinkler lines.
- Performance and Payment Bonds.
- Premium time, double time or shift differentials.
- 3<sup>rd</sup> Party review fees or unknown requirements.
- Certified Fire Protection Engineer (FPE) stamped review and approval fees.
- BIM modeling and all associated costs.
- Standpipe system/hose racks/hose valves.
- Seismic bracing of sprinkler piping.
- Additional/special pre-engineered building, pipe hanger requirements.
- Costs associated with unknown expansion joints.
- Protection of any exterior canopies.
- Protection under overhead doors not shown or clearly detailed at this time.
- Protection under platforms, conveyors, HVAC equipment and ductwork not shown at this time.
- Sufficient heat (40° or above) to protect the sprinkler systems from freezing.
- Ceiling tile removal, repair, and replacement by others.
- Adequate and timely construction water needed for testing sprinkler systems and any associated costs.
- Adequate light and electric service to facilitate our sprinkler system installations.
- MBE/WBE minority participation and associated costs.
- Fire watch or any associated costs.
- Spotter/ground man specifically dedicated for the monitoring of aerial lift equipment.
- Temporary fire protection or any associated costs.
- Any other exclusions stated within this proposal.
- Textura or other 3<sup>rd</sup> party payment fees.
- Installation of plastic end caps or other forms of protection of our sprinkler piping during shipping and prior to installation.

Shambaugh & Son, L.P. cannot control and is not responsible for either (a) the chemical or biological properties of the water supply to our sprinkler system or (b) any impact on the condition of the piping contained in the proposed sprinkler system resulting from or otherwise attributable to chemical or biological properties, including, but not limited to, microbiologically influenced corrosion (MIC).

**“FIRE SPRINKLERS SAVE LIVES”**

Our proposal is based upon the availability of CADD drawings, if applicable, supplied at no additional cost. This will be used only for preparing sprinkler design drawings and for coordination between the mechanical and electrical trades.

Thank you for the opportunity to submit our proposal. We look forward to working with you on this project and being a part of your team. Should you have any questions or require additional information, please contact me.

Sincerely,

A handwritten signature in black ink that reads "Mike Morey". The signature is fluid and cursive, with the first name "Mike" and last name "Morey" clearly distinguishable.

Mike Morey,  
Estimator

**“FIRE SPRINKLERS SAVE LIVES”**

## Kyle Rosser

---

**From:** Kyle Rosser  
**Sent:** Tuesday, May 19, 2026 4:42 PM  
**To:** Todd Diorio  
**Cc:** Sean Armstrong; David Sherman  
**Subject:** Hudson Valley Regional Airport - Local Trade Contacts

Hi Todd,

I missed you yesterday at the Orange County Partnership golf outing but looking forward to another great project in the Hudson Valley at the Dutchess County Airport. Wanted to see if you had any local companies for the following scope of work that I could reach out to:

- Carpentry – I have Tri State and PBC. Any non union companies you could recommend?
- Flooring – 3 coat epoxy floor system which is important for the client. I am checking with Easi Caulking but anyone else you could recommend?
- Painting – I have TEC protective coatings who we have worked with in the past but any other recommendations?
- Fire Sprinkler – Any non union companies you could recommend?

Thanks

**Kyle Rosser**

Senior Project Manager | **RC Andersen**

695 Route 46, Suite 205, Fairfield, NJ 07004

O: 973.227.8100 | C: 973.768.2124

[kyle.rosser@rcandersen.com](mailto:kyle.rosser@rcandersen.com) | [www.rcandersen.com](http://www.rcandersen.com)





695 Route 46, Suite 205  
Fairfield, NJ 07004  
973-227-8100

Cover Letter: 6/29/2026

Robin Mack  
Think Dutchess Alliance for Business  
3 Neptune Road  
Poughkeepsie, NY 12601  
robin@thinkdutchess.com

Reference: Aircraft Hanger Development – 70 Citation Drive – Wappingers Falls, NY

Subject: IDA-Labor Policy Exemption Request  
Trade/Subcontractor: Carpentry and Drywall  
Installed by: **Phillips Construction, Inc.**

Ms. Mack,

Please review the exemption request for the above referenced trade contractor based on the following allowable exemption reason:

- Exemption Reason: Significant cost differentials

Phillips Construction, Inc. has provided pricing as a non-local contractor for the project. Local pricing was obtained from Andersen Interior Contracting who would utilize local union labor and was unable to be lowered to meet the 10% cost differential based on the total project cost. A local contractor, Paramount Building Construction, provided pricing as part of our initial outreach but did not provide a bid on our best and final award package. In addition, another local bidder, Tristate Drywall declined to price this project via email response.

It is for the above reasons that we respectfully request an exemption to the IDA Local Labor Policy for this trades work on the project.

Should you have any questions, please feel free to contact me.

Sincerely,

Matthew Tracy  
Senior Project Manager  
RC Andersen

CC: David Sherman – Sky Harbour



Phillips Construction, Inc.

423 Manchester Way  
Wyckoff, NJ 07481  
201-445-2656  
gary.phillips@phillipsincc.com

## Estimate

| Date     | Estimate # |
|----------|------------|
| 6/4/2026 | 9105       |

| Name / Address                                                       |
|----------------------------------------------------------------------|
| RC Andersen, LLC<br>695 US Route 46 Suite 205<br>Fairfield, NJ 07004 |

| Project           |
|-------------------|
| 25058 - RC - S... |

| Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Qty | Rate         | Total      |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|--------------|------------|
| Sky Harbour - Poughkeepsie NY Hangars<br>263 New Hackensack Road<br>Wappingers falls, NY 12590<br><br>To supply and install all labor, material, equipment and supervision necessary to complete the following work per drawings by MH Architecture dated 5/15/26.<br><br>To receive and install exterior man doors, frames and hardware (19)<br><br>SUBTOTAL<br><br>GSE:<br><br>Walls: Exterior walls/Shaft walls/Interior walls/Furred<br><br>** No vapor/moisture barriers and no exterior finishes<br>Blocking<br>To receive and install only doors, frames and hardware (6)<br>To receive and install bath accessories<br>Ceilings: Gyp board<br>Ceilings: ACT - 2' x 2' Armstrong Ultima and 9/16<br>To install R-19 Batt insulation above ceiling<br><br>***ALTERNATE: To furnish and install Tyvek Barrier on Exterior Metal Framed Walls \$ 3,200.00 |     |              |            |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |     | 13,300.00    | 13,300.00  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |     |              | 13,300.00  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |     | 102,740.00   | 102,740.00 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |     | 2,000.00     | 2,000.00   |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |     | 1,500.00     | 1,500.00   |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |     | 750.00       | 750.00     |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |     | 1,980.00     | 1,980.00   |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |     | 8,976.00     | 8,976.00   |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |     | <b>Total</b> |            |

Phillips Construction, Inc.

423 Manchester Way  
Wyckoff, NJ 07481  
201-445-2656  
gary.phillips@phillipsincc.com

## Estimate

| Date     | Estimate # |
|----------|------------|
| 6/4/2026 | 9105       |

| Name / Address                                                       |
|----------------------------------------------------------------------|
| RC Andersen, LLC<br>695 US Route 46 Suite 205<br>Fairfield, NJ 07004 |

| Project           |
|-------------------|
| 25058 - RC - S... |

| Description                                                                                    | Qty | Rate         | Total      |
|------------------------------------------------------------------------------------------------|-----|--------------|------------|
| SUBTOTAL                                                                                       |     |              | 117,946.00 |
| HANGAR #1:                                                                                     |     |              |            |
| Walls: Exterior walls/Shaft walls/Interior walls/Furred                                        |     | 170,904.00   | 170,904.00 |
| ** No vapor/moisture barriers and no exterior finishes                                         |     |              |            |
| Blocking                                                                                       |     | 4,500.00     | 4,500.00   |
| To receive and install only doors, frames and hardware (13)                                    |     | 3,500.00     | 3,500.00   |
| To receive and install bath accessories                                                        |     | 2,750.00     | 2,750.00   |
| Ceilings: Gyp board                                                                            |     | 15,264.00    | 15,264.00  |
| ***ALTERNATE: To furnish and install Tyvek Barrier on Exterior Metal Framed Walls \$ 12,150.00 |     |              |            |
| SUBTOTAL                                                                                       |     |              | 196,918.00 |
| HANGAR #2:                                                                                     |     |              |            |
| SAME AS HANGAR #1                                                                              |     | 196,918.00   | 196,918.00 |
| ***ALTERNATE: To furnish and install Tyvek Barrier on Exterior Metal Framed Walls \$ 12,150.00 |     |              |            |
| SUBTOTAL                                                                                       |     |              | 196,918.00 |
| **ALTERNATE: To furnish, deliver and install the following                                     |     |              |            |
|                                                                                                |     | <b>Total</b> |            |

Phillips Construction, Inc.

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gary.phillips@phillipsincc.com

# Estimate

| Date     | Estimate # |
|----------|------------|
| 6/4/2026 | 9105       |

| Name / Address                                                       |
|----------------------------------------------------------------------|
| RC Andersen, LLC<br>695 US Route 46 Suite 205<br>Fairfield, NJ 07004 |

| Project           |
|-------------------|
| 25058 - RC - S... |

| Description                                                                                                                                                                                                                           | Qty | Rate         | Total |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|--------------|-------|
| Millwork: \$ 253,448.00                                                                                                                                                                                                               |     |              |       |
| Lounge (Kitchenette) (2)- P-lam base cabinet (3) drawer, ADA sink base cabinet, (1) trash pullout base cabinet, wall cabinet, refrigerator panels, and wall panel. Solid surface quartz countertop and 18" backsplashes.<br>NIC: Sink |     |              |       |
| Lounge (Island) (2)- P-lam base cabinet (6) drawer, finished back panels. Solid surface quartz countertop with waterfall panels.                                                                                                      |     |              |       |
| Lounge (South) (2)- P-lam base cabinet, wall paneling. Solid surface quartz countertop.                                                                                                                                               |     |              |       |
| Restroom (2)- P-lam ADA sink base cabinet. Solid surface quartz countertop and 4" backsplashes.<br>NIC: Sink                                                                                                                          |     |              |       |
| Bathroom (2)- P-lam ADA sink base cabinet. Solid surface quartz countertop and 4" backsplashes.<br>NIC: Sink                                                                                                                          |     |              |       |
| Restroom (2)- P-lam ADA sink base cabinet. Solid surface quartz countertop and 4" backsplashes.<br>NIC: Sink                                                                                                                          |     |              |       |
| Operations Office (Kitchenette)- P-lam base cabinet (3) drawer, ADA sink base cabinet, wall cabinet, and light rail. Solid surface                                                                                                    |     |              |       |
|                                                                                                                                                                                                                                       |     | <b>Total</b> |       |

Phillips Construction, Inc.

423 Manchester Way  
Wyckoff, NJ 07481  
201-445-2656  
gary.phillips@phillipsincc.com

# Estimate

| Date     | Estimate # |
|----------|------------|
| 6/4/2026 | 9105       |

| Name / Address                                                       |
|----------------------------------------------------------------------|
| RC Andersen, LLC<br>695 US Route 46 Suite 205<br>Fairfield, NJ 07004 |

| Project           |
|-------------------|
| 25058 - RC - S... |

| Description                                                                                                                                                                                                                                                                                                                                            | Qty | Rate         | Total |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|--------------|-------|
| quartz countertop and 4" backsplashes.<br>NIC: Sink<br><br>Operations Office (Workstation)- Solid surface quartz 27" deep work surface with 4" backsplashes and support brackets.<br><br>Restroom (North)- P-lam ADA sink base cabinet. Solid surface quartz countertop and 4" backsplashes.<br>NIC: Sink<br><br>Restroom (South)- P-lam tall cabinet. |     |              |       |
|                                                                                                                                                                                                                                                                                                                                                        |     | <b>Total</b> |       |

Phillips Construction, Inc.

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201-445-2656  
gary.phillips@phillipsincc.com

## Estimate

| Date     | Estimate # |
|----------|------------|
| 6/4/2026 | 9105       |

| Name / Address                                                       |
|----------------------------------------------------------------------|
| RC Andersen, LLC<br>695 US Route 46 Suite 205<br>Fairfield, NJ 07004 |

| Project           |
|-------------------|
| 25058 - RC - S... |

| Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Qty | Rate         | Total |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|--------------|-------|
| <p>ALTERNATES:</p> <p>1. To line PEMB with Shaft Wall per A-315 on Column Lines 1, 14, 17, 30 - \$ 307,248.00</p> <p>2. To furnish and install Tyvek Barrier on Shaft Wall ( PEMB above) \$ 50,000.00</p> <p>3. To install R-21 Batt Insulation on Exterior PEMB walls - \$ 176,760.00</p> <p>Exclusions:</p> <p>Will follow up with Millwork<br/>Mapes Canopies<br/>Engineering<br/>Furnish of Toilet Accessories<br/>Bonding<br/>Furnish &amp; Install Toilet Partitions<br/>Clean-Up<br/>Exterior Finishes<br/>Demolition<br/>Permits<br/>Unistrut<br/>Overtime/Premium Time (T&amp;M Basis)<br/>Furnish D/F/HW</p> |     |              |       |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |     | <b>Total</b> |       |

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gary.phillips@phillipsincc.com

## Estimate

| Date     | Estimate # |
|----------|------------|
| 6/4/2026 | 9105       |

| Name / Address                                                       |
|----------------------------------------------------------------------|
| RC Andersen, LLC<br>695 US Route 46 Suite 205<br>Fairfield, NJ 07004 |

| Project           |
|-------------------|
| 25058 - RC - S... |

| Description                                                                                                                                                                                                                                                                                                                                                                                                     | Qty | Rate         | Total        |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|--------------|--------------|
| No Containers/Sea Box<br>Air/Vapor/Moisture Barriers<br>Insulated Metal Panels<br>Rigid Insulation<br>Woodworks Ceiling<br>Overhead Coiling Doors<br>Security Clearances/Badging/Background Checks<br>Temporary Protection/OSHA<br>Off-Hour Work<br>Any & All Airside Work<br>Work Within Secured Airfield Zones<br>Hangar Door System<br>Specialized Aviation Equipment<br>Temporary Enclosures<br>Scaffolding |     |              |              |
|                                                                                                                                                                                                                                                                                                                                                                                                                 |     | <b>Total</b> | \$525,082.00 |



# ANDERSEN INTERIOR CONTRACTING, INC.

368 PASSAIC AVENUE • P.O. BOX 10362 • FAIRFIELD, NJ 07004  
TEL 973-244-1900 • FAX 973-244-0595 • WWW.ANDERSENCOMPANIES.COM



## PROPOSAL

**DATE:** June 5, 2026

### ***SUBJECT TO STANDARD ANDERSEN TERMS AND CONDITIONS***

**TO:** Sean Armstrong  
RC Andersen  
695 Route 46, Suite 205  
Fairfield, NJ 07004

**RE:** Sky Harbour Hangers  
263 New Hackensack Road  
Wappingers Falls, NY 12590  
**Drawings:** Dated 5/15/2026  
**Estimate #:** 25540 Rev 4

**We propose to perform the following work at the above referenced project:**

|                                                |                       |
|------------------------------------------------|-----------------------|
| Install Only HM Frames, Doors & Hardware ..... | \$ 36,000.00          |
| Drywall/Carpentry .....                        | \$1,321,200.00        |
| Acoustical Ceilings .....                      | \$ 19,500.00          |
| <b>TOTAL PRICE .....</b>                       | <b>\$1,376,700.00</b> |

### **ALTERNATES:**

#### **Alternate 1A – ADD \$774,700.00**

Furnish & Install 6" shaftwall framing assembly on exterior of PEMB as per details on drawing A-315.1. Column lines 1 and 30 to receive 2 layers of dens-glass, Column Line 15 to receive 1 layer of dens-glass and Column Line 16 to receive receive 3 layers of dens-glass. EXCLUDES AREAS WHERE WALL IS FRAMED WITH METAL STUD ABOVE COLUMN LINE D

#### **Alternate 1B – ADD \$103,700.00**

Furnish & Install 3<sup>rd</sup> Layer of of dens-glass at Column Lines 1 and 30

### **QUALIFICATIONS:**

1. Temporary heat, light, power, ventilation, protection, mechanical hoisting facilities and cleaning will be provided at no cost to Andersen Interior Contracting, Inc.
2. Adequate access as required by Andersen Interior Contracting, Inc. to each floor from exterior of building for distribution of bulk materials will be provided at no cost to Andersen Interior Contracting, Inc.
3. All work to be performed during regular working hours.
4. All work is union labor.
5. **Due to the volatility that may occur with material prices due to the proposed tariffs we must retain the right to adjust our contract for any material increases above 10% as well as to inform you of any projected supply chain delays. We would anticipate the contract sum to be equitably adjusted by the amount above the baseline price.**

**DRYWALL/CARPENTRY – SCOPE OF WORK:**

1. Metal framing, gypsum board, tape and spackle for partitions, ceilings, fascias and soffits as indicated on drawings.
2. Sound attenuation insulation within partitions where noted.
3. Metal in-wall blocking for cabinets.
4. Installation of hollow metal bucks (supplied by others) in metal stud partitions.
5. Installation of pre-fit and pre-machined, pre-undercut doors with hardware (supplied by others) in hollow metal bucks.
6. Installation only of 20 fire extinguishers.
7. Installation only of up to 11 access panels.
8. Installation only of toilet accessories.
9. No sheathing was figured behind the corrugated metal wall panes where 6" cold formed framing is being built.
10. Drywall ceilings were figured to be direct hung from structure above. Pencil rod and cold rolled channel were not figured.
11. Furnish and install batt insulation above ceilings.
12. Furnish and install insulation in metal studs only. All other insulation is excluded.

**ACOUSTICAL CEILINGS – SCOPE OF WORK:**

1. Furnish and install new Armstrong Ultima 1942 2x2 tegular tile in Suprafine 9/16" grid.
2. Furnish and install batt insulation above ceilings.
3. All ceilings were figured to be direct hung from structure above. Pencil rod and cold rolled channel were not figured.

**EXCLUSIONS:**

1. Temporary protection and partitions.
2. Demolition or removals
3. Overtime
4. Engineering, shop drawings or BIM
5. Work with existing walls
6. Wire support of light fixtures or mechanical devices
7. Patch and/or repair ceilings opened or damaged by other trades
8. Work on other floors or in other areas
9. Blocking for furniture
10. Glass doors, aluminum frames, related hardware
11. Doors and hardware in demountable partitions
12. Keying and permanent cores, signs, and Medeco cores

Sean Armstrong  
RC Andersen  
RE: Sky Harbour Hangers  
Wappingers Falls, NY 12590  
Estimate #25540 Rev 4

Andersen Interior Contracting, Inc.  
June 5, 2026  
Page 2 of 3

**EXCLUSIONS (Continued):**

13. Mock-ups
14. Millwork
15. Topping off of existing walls including exterior walls
16. Labeling walls for smoke/fire barriers
17. Top and bottom of wall firestopping not drywall
18. Receive and install owner supplied accessories
19. Wall brackets for monitors and televisions
20. Tape and spackle of diffusers and light fixtures
21. Clean up
22. Dumpsters
23. Payment or performance bond
24. Liquidated damages
25. Consequential damages
26. Expansion joint systems WSE-300
27. Roof blocking
28. Plywood sub-tops and counter supports
29. Insulation at corrugated walls where metal studs are not located
30. Corner guards and end guards
31. Lockers and benches
32. Continuous perimeter sealant at PEMB
33. Urethane sealant
34. Installation of shades

Submitted by: Andrew Dempsey

This proposal, if accepted by you within 30 days, and approved by an officer of our company shall constitute a contract

ACCEPTANCE BY PURCHASER

APPROVAL

Company Name \_\_\_\_\_  
Officer Signature \_\_\_\_\_  
Officer Name & Title \_\_\_\_\_  
Date of Acceptance \_\_\_\_\_

Andersen Interior Contracting, Inc.  
Officer Signature \_\_\_\_\_  
Officer Name & Title \_\_\_\_\_  
Date of Approval \_\_\_\_\_



**Project:** Sky Harbour, Hudson Valley Regional  
Airport North Site

**Project No:** 2025-24

**Client:** Estimating

**Job Site:** 236 New Hackensack Road, Wappingers  
Falls, NY 12590

## CONTRACT

Contractor agrees to provide all the necessary labor, equipment, and materials in accordance with the attached Project Details, Drawings and additional specifications as may be needed and initiated by the parties and attached hereto. Any alteration or deviation from the attached details, specifications and drawings which involve additional costs, will become an extra charge over and above the cost of the original agreement. All additional work shall be paid in full at the completion of such work. Contractor cannot be held responsible for any delays that may occur caused by weather or by outside sources by which the contractor has no control over.

**SCOPE OF WORK:** Sky Harbour Hudson Valley Regional Airport North Site (Drawings dated 8/19/25) & Bid Clarification 3

### **FURNISH & INSTALL**

1. Furnish & install interior Metal Framing. (20GA 30mil)
2. Furnish & install CFMF (16GA)
  - CL-A from CL-4 – CL-12 Hangar 1
  - CL-A from CL-19 – CL-27 Hangar 2
3. Furnish Engineered Shop Drawings for CFMF. (**Listed in Line 2**)
4. Furnish & install 4" USG "CH" Shaft wall (20ga 33mil)  
**USG "CH" shaft wall studs & j-runner track only available in (20ga 33mil).  
Manufactured outside of the USA, subject to tariffs announced after date of proposal.**
5. Furnish & install in-wall blocking in new framing as required for:
  - Millwork
  - Toilet Accessories
6. Furnish & install in-wall SAFB batt insulation in newly metal framed walls as required. (Excludes above Ceiling)
7. Furnish & install 5/8" MR Gyp Board on newly metal framed walls as required.
8. Furnish & install 5/8" Type X Drywall on newly metal framed walls as required.
9. Furnish & install 5/8" Cement Board on newly metal framed walls as required.
10. Furnish & install 5/8" Glass-Mat Sheathing on the exterior of newly metal framed exterior walls as required.
11. Furnish & install 1" Gyp Board in newly framed 4" "CH" Shaftwalls as required.
12. Tape and finish newly installed Sheetrock (level 4 finish/Fire Tape) as required.
13. Furnish & install Acoustical/Fire Caulking on Top & Bottom of walls as required.
14. Furnish & install Drywall grid framed ceilings (Direct hung w/12ga wire from deck above).
15. Furnish & install new ACT ceilings (Direct hung w/12ga wire from deck above).
  - **ACT-1-Tile-Armstrong #1912 (2'x2') ceiling tile or equal. (White)**
  - **ACT-1-Grid-Armstrong Suprafine 9/16" Exposed Tee Suspension System or Equal. (White)**
  - **ACT-2-Tile-Armstrong Woodworks Vector (2'x2') ceiling tile or equal. (Redux Wood Wheat/Unperforated)**
  - **ACT-2-Trim-Armstrong Woodworks 4" Perimeter Trim or equal. (Redux Wood Wheat)**
  - **ACT-2-Grid-Armstrong Prelude XL 15/16" or Equal. (Black)**

### **INSTALL ONLY**

1. Install all HM Door Frames & HM & WD Doors (with hardware prep), and Hardware. (Material by Others).  
\*NOTE: Electrified hardware installation NOT included.
2. Install Only Toilet Accessories. (Material by Others)
3. Install Only FEC. (Material by Others)
4. Install Only Motorized Shades (Material by Others)

### **PAYMENTS**

The Owner agrees to pay any and all payments according to the payment schedule (30 days progress payments). Should said payment(s) not be made, or if satisfactory arrangements for payment have not been made, the Contractor reserves the right to stop all work until such time as payment is rendered or satisfactory payment arrangements have been made.

Total for Capital Improvement taxes of this project to be added to the line below: **\$36,770.00**

(Taxes only for the base bid, any selected Add Alternates will be additional)

Total price for the completion of this project: **\$1,460,915.00**

### **ADD ALTERNATE**

1. The Bond Fee (If required) will be 2% of the total price listed above. The Bond Fee will also be added to any additional work above the contract price.
2. Install Only Millwork. (Material by Others)  
\*NOTE: No Seaming of Solid Surface Counter Tops.

Install Only Wall & Ceiling Panels PL-2, PL-3, & PL-4 Suite F Rm #210.  
(Material by Others)

Install Only 6 Lockers & Locker Base (Material by Others)

Total price for the completion of this Add Alternate: **\$80,785.00**

Capital Improvement Tax Not Included

3. Exterior Wall Framing @ CL 1,14,17, & 30 (6" 20ga 33mil "CH" Shaft wall)  
**USG "CH" Shaft wall studs & j-runner track only available in (20ga 33mil).  
Manufactured outside of the USA, subject to tariffs announced after date of proposal.**  
(Excludes Engineering, Exterior Corrugated Metal Panel Cladding, & Vapor Retarder).

Total price for the completion of this Add Alternate: **\$526,115.00**

Capital Improvement Tax Not Included

## QUALIFICATIONS

1. Temporary heat, light, power, ventilation, protection, mechanical hosting facilities and cleaning will be provided at no cost to PBC.
2. Adequate access as required by PBC to each floor from the exterior of the building for distribution of bulk material will be provided at no cost to PBC.
3. Please note this proposal is based on the availability of sufficient qualified manpower, material at time of award.
4. All work during regular working hours
5. Contract to be mutually agreed upon.
6. Schedule to be mutually agreed upon.
7. 5mil Insurance umbrella included.
8. Proposal is subject to material escalations announced after date of proposal for all materials.
9. Multiple manufacturers are to be accepted due to the allocation/ availability of materials.
10. All materials manufactured outside the USA are subject to tariffs at additional cost.
11. This proposal remains valid for a period of 30 days from the above date. Acceptance of the bid price is expressly contingent upon subcontract terms and conditions acceptable to the subcontractor.

## EXCLUSIONS

1. Any Seaming of SS countertops
2. Insulated Metal Panels
3. Metal Siding & Trim
4. Temp Facilities
5. Any Cutting & Patchwork to Existing Walls, Soffits, and Ceilings
6. Level 5 Drywall Finish
7. Aluminum Storefronts (Windows/Doors)
8. Weather Barrier/ Vapor Barrier/Air Barrier
9. Waterproofing
10. Painting/Caulking/Staining
11. Temp Protection, Dust Control, Walls, & Utilities
12. Wallcovering
13. Manufactured Canopies
14. Glazing
15. Metal Decking
16. Roof Work/Parapet Blocking/ Curb Blocking (Unless specifically called out above).
17. Welding
18. Above Ceiling Insulation (Not Specified on Drawings)
19. Any Spray Insulation
20. Rigid & Semi-Rigid Insulation
21. Temp/Weather Protection
22. Access Doors (Walls, Floors, Ceilings, etc.)
23. MEP Work
24. MEP Penetration Sealant
25. Electrified Door Hardware
26. Dumpsters
27. Weather-Related Delays
28. Sales Tax. (Unless specifically included above).

- 29. BIM. (Unless specifically called out above).
- 30. Security
- 31. Bonds
- 32. Overtime, Shift Differential Pay
- 33. LEED Requirements
- 34. Anything not listed

**SIGNATURE**

Acceptance of basic construction contract per building plans.

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Approved By: \_\_\_\_\_ Date: \_\_\_\_\_

## Matthew Tracy

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**From:** Kyle Rosser  
**Sent:** Friday, June 26, 2026 10:25 AM  
**To:** rrivera@tristatedrywall.net  
**Cc:** Sean Armstrong; Matthew Tracy  
**Subject:** Re: SkyHarbour Poughkeepsie - Office Redesign Pricing

Thanks for letting us know.

### Kyle Rosser

Senior Project Manager | **RC Andersen**

(O) 973.227.8100 | (M) 973.768.2124

[kyle.rosser@rcandersen.com](mailto:kyle.rosser@rcandersen.com) | [www.rcandersen.com](http://www.rcandersen.com)

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**From:** rrivera@tristatedrywall.net <rrivera@tristatedrywall.net>  
**Sent:** Friday, 26 June 2026 08:59:14  
**To:** Kyle Rosser <Kyle.Rosser@rcandersen.com>  
**Cc:** Sean Armstrong <Sean.Armstrong@rcandersen.com>  
**Subject:** RE: SkyHarbour Poughkeepsie - Office Redesign Pricing

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#### EXTERNAL EMAIL

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Good morning Kyle- just wanted to reach out and thank you for thinking of us, however with it being open shop and us not being able to get a differential we will not be able to be competitive enough- please keep us in mind for future project and have a good weekend.

### Rebecca Rivera

*Tri-State Drywall & Acoustical, Inc.*

*183 Jersey Avenue*

*Port Jervis, NY 12771*

*Phone: 845.856.8400 ext.15*

*Fax: 845.856.8300*

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**From:** Kyle Rosser <Kyle.Rosser@rcandersen.com>  
**Sent:** Tuesday, June 23, 2026 8:45 AM  
**To:** rrivera@tristatedrywall.net  
**Cc:** Sean Armstrong <Sean.Armstrong@rcandersen.com>  
**Subject:** RE: SkyHarbour Poughkeepsie - Office Redesign Pricing

Good Morning,

Yes, this is our project. They are going after a local labor agreement on this one so it will be very similar to the 700 South Street project in Newburgh you priced for me awhile back. Looking at an August start and finish in January for carpentry scope. If a local bidder can get to the price differential they have a good chance at winning the project.

Kyle Rosser

Senior Project Manager | **RC Andersen**  
695 Route 46, Suite 205, Fairfield, NJ 07004  
O: 973.227.8100 | C: 973.768.2124  
[kyle.rosser@rcandersen.com](mailto:kyle.rosser@rcandersen.com) | [www.rcandersen.com](http://www.rcandersen.com)



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**From:** [rrivera@tristatedrywall.net](mailto:rrivera@tristatedrywall.net) <[rrivera@tristatedrywall.net](mailto:rrivera@tristatedrywall.net)>  
**Sent:** Tuesday, June 23, 2026 7:45 AM  
**To:** Kyle Rosser <[Kyle.Rosser@rcandersen.com](mailto:Kyle.Rosser@rcandersen.com)>  
**Cc:** Sean Armstrong <[Sean.Armstrong@rcandersen.com](mailto:Sean.Armstrong@rcandersen.com)>  
**Subject:** RE: SkyHarbour Poughkeepsie - Office Redesign Pricing

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**EXTERNAL EMAIL**

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Good morning Kyle.

Ok SkyHarbour project- I recall this a few months back- I think it was out to bid and open shop.... is it your project now? Did it remain open shop? What does the schedule look like for start & finish?

**Rebecca Rivera**  
*Tri-State Drywall & Acoustical, Inc.*  
183 Jersey Avenue  
Port Jervis, NY 12771  
Phone: 845.856.8400 ext.15  
Fax: 845.856.8300

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**From:** Kyle Rosser <[Kyle.Rosser@rcandersen.com](mailto:Kyle.Rosser@rcandersen.com)>  
**Sent:** Thursday, June 18, 2026 11:38 AM  
**To:** [rrivera@tristatedrywall.net](mailto:rrivera@tristatedrywall.net); Charlotte VanHorn ([cvanhorn@tristatedrywall.net](mailto:cvanhorn@tristatedrywall.net)) <[cvanhorn@tristatedrywall.net](mailto:cvanhorn@tristatedrywall.net)>  
**Cc:** Sean Armstrong <[Sean.Armstrong@rcandersen.com](mailto:Sean.Armstrong@rcandersen.com)>  
**Subject:** FW: SkyHarbour Poughkeepsie - Office Redesign Pricing

Good Morning,

Are you interested in providing pricing for this project?

Thanks

**Kyle Rosser**  
Senior Project Manager | **RC Andersen**  
695 Route 46, Suite 205, Fairfield, NJ 07004  
O: 973.227.8100 | C: 973.768.2124  
[kyle.rosser@rcandersen.com](mailto:kyle.rosser@rcandersen.com) | [www.rcandersen.com](http://www.rcandersen.com)



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**From:** Sean Armstrong  
**Sent:** Thursday, May 28, 2026 11:24 AM  
**Cc:** Kyle Rosser <[Kyle.Rosser@rcandersen.com](mailto:Kyle.Rosser@rcandersen.com)>  
**Subject:** RE: SkyHarbour Poughkeepsie - Office Redesign Pricing

<https://www.dropbox.com/scl/fo/7tjgg7bdjp9a33n4zhfyd/AHHv3ecM6Ymy5hNniLOqwUI?rlkey=va7nzbuovrrtdt62ekxdzpbbon&st=4ksii0dm&dl=0>

Sorry to anyone who may be receiving this email twice, but the file size was too large to send to some of the recipients, so I will be sending this again.

Good morning,

My name is Sean Armstrong, and I work for RC Andersen, an industrial building general contractor. We are currently working on a project for SkyHarbour at Hudson Valley Regional Airport in Poughkeepsie involving the construction of two airplane hangars with an attached office suite. Construction activities are already underway.

If you have received this email, your company has been shortlisted as one of the 2–3 subcontractors we are considering for this scope of work.

The design team has recently revised the office area, and we are requesting updated estimates based on the attached drawing sets. Ideally, we are seeking your best and final pricing for the project. The attached files within the dropbox link below contain the most current drawing revisions available.

If you are not the appropriate estimator or contact for this scope within your company, please forward this email to the appropriate representative.

Please also note that this project will be performed under open shop labor conditions. However, the owner is currently exploring the possibility of implementing a local labor policy. If your company or workforce is not based within Rockland, Westchester, Putnam, Dutchess, Ulster, or Sullivan County, please provide an alternate price reflecting the cost impact of utilizing local labor.

If you have any questions or require additional information, please feel free to reach out to myself or the project manager, Kyle Rosser, who is CC'ed on this email and we will be happy to assist.

Thank you, and I look forward to hearing from you soon.

<https://www.dropbox.com/scl/fo/7tjgg7bdjp9a33n4zhfyd/AHHv3ecM6Ymy5hNniLOqwUI?rlkey=va7nzbuovrrtdt62ekxdzpbbon&st=4ksii0dm&dl=0>

Sorry to anyone who may be receiving this email twice, but the file size was too large to send to some of the recipients, so I will be sending this again.

**Sean Armstrong**

Project Engineer | **RC Andersen**

(O) 973.227.8100 | (M) 973.897.2562

695 Route 46, Suite 205, Fairfield, NJ 07004

[sean.armstrong@rcandersen.com](mailto:sean.armstrong@rcandersen.com) | [www.rcandersen.com](http://www.rcandersen.com)



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**From:** Sean Armstrong

**Sent:** Thursday, May 28, 2026 11:17 AM

**Cc:** Kyle Rosser <[Kyle.Rosser@rcandersen.com](mailto:Kyle.Rosser@rcandersen.com)>

**Subject:** SkyHarbour Poughkeepsie - Office Redesign Pricing

Good morning,

My name is Sean Armstrong, and I work for RC Andersen, an industrial building general contractor. We are currently working on a project for SkyHarbour at Hudson Valley Regional Airport in Poughkeepsie involving the construction of two airplane hangars with an attached office suite. Construction activities are already underway.

If you have received this email, your company has been shortlisted as one of the 2–3 subcontractors we are considering for this scope of work.

The design team has recently revised the office area, and we are requesting updated estimates based on the attached drawing sets. Ideally, we are seeking your best and final pricing for the project. The attached files contain the most current drawing revisions available.

If you are not the appropriate estimator or contact for this scope within your company, please forward this email to the appropriate representative.

Please also note that this project will be performed under open shop labor conditions. However, the owner is currently exploring the possibility of implementing a local labor policy. If your company or workforce is not based within Rockland, Westchester, Putnam, Dutchess, Ulster, or Sullivan County, please provide an alternate price reflecting the cost impact of utilizing local labor.

If you have any questions or require additional information, please feel free to reach out to myself or the project manager, Kyle Rosser, who is CC'ed on this email and we will be happy to assist.

Thank you, and I look forward to hearing from you soon.

**Sean Armstrong**

Project Engineer | **RC Andersen**

(O) 973.227.8100 | (M) 973.897.2562

695 Route 46, Suite 205, Fairfield, NJ 07004

[sean.armstrong@rcandersen.com](mailto:sean.armstrong@rcandersen.com) | [www.rcandersen.com](http://www.rcandersen.com)



## Kyle Rosser

---

**From:** Kyle Rosser  
**Sent:** Tuesday, May 19, 2026 4:42 PM  
**To:** Todd Diorio  
**Cc:** Sean Armstrong; David Sherman  
**Subject:** Hudson Valley Regional Airport - Local Trade Contacts

Hi Todd,

I missed you yesterday at the Orange County Partnership golf outing but looking forward to another great project in the Hudson Valley at the Dutchess County Airport. Wanted to see if you had any local companies for the following scope of work that I could reach out to:

- Carpentry – I have Tri State and PBC. Any non union companies you could recommend?
- Flooring – 3 coat epoxy floor system which is important for the client. I am checking with Easi Caulking but anyone else you could recommend?
- Painting – I have TEC protective coatings who we have worked with in the past but any other recommendations?
- Fire Sprinkler – Any non union companies you could recommend?

Thanks

**Kyle Rosser**

Senior Project Manager | **RC Andersen**

695 Route 46, Suite 205, Fairfield, NJ 07004

O: 973.227.8100 | C: 973.768.2124

[kyle.rosser@rcandersen.com](mailto:kyle.rosser@rcandersen.com) | [www.rcandersen.com](http://www.rcandersen.com)





695 Route 46, Suite 205  
Fairfield, NJ 07004  
973-227-8100

Cover Letter: 6/25/2026

Robin Mack  
Think Dutchess Alliance for Business  
3 Neptune Road  
Poughkeepsie, NY 12601  
robin@thinkdutchess.com

Reference: Aircraft Hanger Development – 70 Citation Drive – Wappingers Falls, NY

Subject: IDA-Labor Policy Exemption Request  
Trade/Subcontractor: Aircraft Hanger Epoxy Flooring  
Installed by: **Industrial Concrete Services or Industrial Applications**

Ms. Mack,

Please review the exemption request for the above referenced trade contractor based on the following allowable exemption reason:

- Exemption Reason: Significant cost differentials and specialized construction

Industrial Concrete Services has provided pricing for the project as a traveling, non-local contractor. They are a licensed applicator of the specified product and have performed work across the country pertaining to aircraft hangers. We are also awaiting pricing from another traveling, non-local contractor (Industrial Applications), who is a licensed applicator of the specified product and performs the work consistently across the country whose pricing we expect to be in line with Industrial Concrete Services. In addition, the local contractor pricing was unable to be lowered to meet the 10% cost differential based on the total project cost.

It is for the above reasons that we respectfully request an exemption to the IDA Local Labor Policy for this trades work on the project.

Should you have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "Kyle Rosser".

Kyle Rosser  
Senior Project Manager  
RC Andersen

CC: David Sherman – Sky Harbour



[www.icscoatings.com](http://www.icscoatings.com)  
P.O. Box 636  
87 Industrial Park Road  
Saco, ME 04072

T 207-856-5000  
F 207-856-0085

October 14, 2025

Colin Warnick  
RC Andersen Construction  
695 Route 46, Suite 205  
Fairfield, NJ 07004

Colin.Warnick@RCandersen.com

**RE: Sky Harbour New Hangars- 263 New Hackensack Rd, Wappinger Falls, NY - Sika Hangar Flooring system**

**Industrial Concrete Services, Inc.** proposes to furnish labor, material, equipment and the necessary supervision for proper and complete performance for the following work:

**Preparation and application of coating or polishing materials to concrete**

**Products To Be Applied:**

- Epoxy joint Filler
- Consolideck lithium and guard
- SIKA epoxy 264, urethane 315, and moisture primer 1620

**This Job Based On:**

- Wide Open Areas
- Weekday & Weekend work on straight time during (3) mobilization consisting of 10-14 days consecutive days, per hangar
  - Additional mobilizations @ \$3,850 or determined agreement between both parties
- ICS applies floors of varying texture. We have done our best to educate customer on levels of slip resistance, and have provided flooring samples upon request. All floors are slippery when wet, to some degree, and more slip resistant flooring options are available upon request
- Unless we quote it, we will not patch all holes with any flooring system.
- We can only reach about 1" to the edge with grinders on polished floors. Existing flooring will show
- The customer will take responsibility and costs associated with moisture testing and coring of concrete floor if both parties determine a need to do so.
- **Maintenance of Floor:** Use soft bristle brushes on floor scrubber or sweeper.



### Scope of Work:

1. Shot Blast Floor
2. Fill in joints
3. Make any floor repairs
4. Apply Sika 1620 moisture primer at 16 mils DFT
5. Screen and wash floor
6. Apply Sika 264 epoxy at 24 mils DFT
7. Screen and wash floor
8. Apply sika 315 urethane at 3 mils, add non-skid oxide and glass beads

### Pricing: Hangar 1

| Product / Process               | Sq. / Lineal Footage | Cost      | Total                |
|---------------------------------|----------------------|-----------|----------------------|
| FL-01 Gloss Polish              | 4,829                | \$ 3.33   | \$ 16,080.57         |
| FL-02 SIKA 3 coat Hangar system | 34,856               | \$ 4.59   | \$ 159,989.04        |
|                                 |                      |           | \$ -                 |
| Cut and fill joints             | 5,952                | \$ 3.00   | \$ 17,856.00         |
| CT Sales Tax                    | -                    | \$ 0.0635 | \$ 12,314.28         |
| <b>Total</b>                    |                      |           | <b>\$ 206,239.89</b> |

### Pricing: Hangar 2

| Product / Process               | Sq. / Lineal Footage | Cost      | Total                |
|---------------------------------|----------------------|-----------|----------------------|
| FL-01 Gloss Polish              | 4,711                | \$ 3.33   | \$ 15,687.63         |
| FL-02 SIKA 3 coat Hangar system | 34,903               | \$ 4.59   | \$ 160,204.77        |
|                                 |                      |           | \$ -                 |
| Cut and fill joints             | 5,942                | \$ 3.00   | \$ 17,826.00         |
| CT Sales Tax                    | -                    | \$ 0.0635 | \$ 12,301.12         |
| <b>Total</b>                    |                      |           | <b>\$ 206,019.52</b> |



**Pricing: Connector**

| Product / Process          | Sq. / Lineal Footage | Cost             | Total               |
|----------------------------|----------------------|------------------|---------------------|
| <b>FL-01 Gloss Polish</b>  | <b>3,054</b>         | <b>\$ 3.33</b>   | <b>\$ 10,169.82</b> |
|                            |                      |                  | \$ -                |
|                            |                      |                  | \$ -                |
| <b>Cut and fill joints</b> | <b>458</b>           | <b>\$ 3.00</b>   | <b>\$ 1,374.00</b>  |
| <b>CT Sales Tax</b>        | <b>-</b>             | <b>\$ 0.0635</b> | <b>\$ 733.03</b>    |
| <b>Total</b>               |                      |                  | <b>\$ 12,276.85</b> |

Final pricing will be based on the actual square footage performed or if additional remediation needed to be performed or change in project.

**TERMS:**

ICS shall be paid 1/3 of the contract amount in advance at least seven (7) days before the commencement of ICS's scope of work pursuant to this agreement. The balance is due upon 100 % completion of ICS's installation. Due upon completion, unless otherwise noted. Unpaid balance shall accrue interest at the rate of 1.5%/month. All Warranties for flooring will be void if there are unpaid balances on the project.

- Interest on Unpaid Balances - In the event any payments due hereunder become in default Customer agrees that any and all such sums shall accrue interest at the rate of eighteen (18%) per annum.
- Attorney's Fees - If Industrial Concrete Services Inc. is required to initiate legal action to collect any amounts due owing or to foreclose on any liens filed on the work, such costs and fees ICS may recover include any and all prelitigation expenses, including attorney's fees incurred in attempting to recover said amounts. Any litigation shall take place within the State of Maine.

**PROJECT WARRANTY**

Industrial Concrete Services warrants that the installation of the floor sealer and/or coating will be free from defects due to improper installation for a period of one year from the date of installation. ICS's warranty is only valid if the area that is coated is exposed to normal usage, conditions, traffic and/or only those chemical spills which have been specified by the Company in advance of installation.

ICS will not be liable for any economic or consequential damages. This warranty remains in effect only if there are no outstanding balances due from the Company to ICS. Otherwise, this warranty shall be deemed to be null and void.

The warranty excludes defects in the coatings as a result of one or more of the following items:

1. Blistering, peeling or delamination of the Floor Sealer System due to excessive moisture in the concrete below, including but not limited to moisture due to water vapor emission, hydrostatic pressure, osmotic ground water pressure, or any other excessive water vapor related problems. Evidence of excessive moisture shall be determined by a calcium chloride test performed under the ASTM F-1869-04 "Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete Using Anhydrous Calcium Chloride" giving readings greater than 3-lbs./1,000-sf/24 hrs. and/or an internal concrete relative humidity test performed under the ASTM F2170, "Standard Test Method for Determining Relative Humidity in Concrete Floor Slabs using *in situ* Probes" giving readings greater than 70% RH



2. ICS does not guarantee the waterproofing properties of the products we install. Waterproofing warranties if any, must come from the manufacturer of the product and not ICS.
3. Cosmetic defects due to, among other things, gouging, scraping, staining or discoloration during the service life of the installation.
4. Damage, including, but not limited to cracking, resulting from movement of the ground, foundations, vibrations and/ or settling and or normal movement of the thermal cycling of control and cold joints in the concrete slab.
5. Changes in the original environment for which ICS's system was designed or intended, including, but not limited to: (a) failure to disclose, prior to signing the contract with ICS, pertinent information necessary for the design of the floor coating system or (b) any building alteration, improper design, or any cause beyond the control of ICS.
6. Accidental or intentional physical damage due to physical abuse or thermal damage that is beyond the products installed standards.
7. Acts of God, including, but not limited to, acts of terrorism, tornados, hurricanes, earthquakes and/or floods.

If the installation of the floor proves to be defective within the one (1) year warranty period, ICS will repair or replace the defective area(s) at no cost to the Company and within reason, with the minimum possible disruption to the Company's operations. At ICS's sole option, if it deems the defects to be irreparable and beyond repair, the floor will be restored to its original condition or a refund provided for the defective area.

#### Owners Responsibilities under this Warranty

Company shall notify ICS of any defect covered under this warranty as soon as the defect is discovered, and not longer than 30 days after the failure is, or should have been, discovered. Such notification should be documented in writing.

1. Company shall be responsible to secure necessary approval or releases of liability from any building occupants that may be affected by ICS repair operations and to remove at its cost any obstructions from affected area(s) that may hinder the repairs from being made in an expedient manner.
2. ICS shall have free access to the affected area in question during normal working hours or periods, for the duration of this warranty.

#### **YOUR RESPONSIBILITIES**

Your help is necessary to insure the success and on-time completion of your project. The following assistance is required:

1. The Company must provide dumpster(s) to dispose coating removal and or concrete grinding materials, and dry debris from the removal process & waste generated on the project.
2. The Company shall be the responsible for the moving of all equipment, furniture and/or any and all other objects from the work area so as to provide ICS with free unencumbered access.
3. The Company shall be responsible for any required protection from adverse weather conditions.
4. The Company shall be the responsible for any hoisting required to get our materials and equipment to a work area.
5. If floor cleaning and/or acid etching is required, then the Company shall be responsible for the disposal of wastewater.
6. The Company must coordinate the work of other trades in order to provide ICS with clear, unencumbered and unobstructed access to the work area.
7. The Company must provide ICS with floor temperatures required by the product manufacturer.
8. The Company shall be responsible for installing finished floor protection.
9. The Company to provide all necessary water and electrical connections including 480V 3 Phase 60 Amp, a maximum of 250 feet from work area, for shot blasting or grinding equipment (if required); and a minimum of four (4) 110V 20 amp connections for grinding and vacuum equipment. ICS can provide power at additional costs
- 10. Maintenance of Floor:** Use soft bristle brushes on floor scrubber or sweeper.

**CONTRACT ACCEPTANCE**

Industrial Concrete Services is pleased to have been given the opportunity to submit this proposal and we are looking forward to working with you. You may indicate your acceptance by signing where indicated below.

**Agreed and Accepted for ICS****By:** \_\_\_\_\_**Name:** \_\_\_\_\_**Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_**Agreed and Accepted for The Company:****By:** \_\_\_\_\_**Name:** \_\_\_\_\_**Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_*Quote Submitted By:**Patrick Clarke/ 413-579-2997/ patclarke@icscoatings.com*



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## PROPOSAL

June 10, 2026

RC Andersen LLC  
695 US-46 Suite 205,  
Fairfield, NJ, 07004  
Attn: Kyle Rosser

### RE: Sky Harbour – Epoxy Flooring – Proposal

#### 1. Epoxy Flooring Scope

- Furnish and Install Epoxy Flooring (CONC-2) at all surfaces of Hanger 1 (100) & Hanger 2 (200)
- Material: Sikafloor MultiDur HS (161/264/340) System
- Steps for Application:
  - Day 1: Shot Blasting Surface (achieve CSP 3-4) – Removes laitance, curing compounds, contaminants, & weak concrete. Joint & Crack Repair – joints, cracks, spalls filled with appropriate Sika repair material. Final Vacuum.
  - Day 2: Application of Sikafloor 161 – Allow to cure per temperature conditions.
  - Day 3: Application of Epoxy Body Coat – Light sandin/screening if required. Apply Sikafloor 264.
  - Day 4: Urethane Topcoat – Screen & Vacuum. Apply of Sikafloor 340 with premixed color additive as approved. Broadcast traction additive.
  - Return to Service. Light foot traffic typ. 24 hours, Forklifts and equipment 48-72 hours. Aircraft traffic often 5-7 days (temperature dependent)
- Approx. 70,000SF Total

**Total Price: \$ 724,790.00**

#### Clarifications & Exclusions

- Includes local labor as required.
- Includes regular working hours (7am to 3:30pm)
- Excludes any overtime
- Includes standard insurance.
- Excludes bonding.

Sincerely,

*Matt Ulsch*

Project Manager/ Sales Director  
EASI Caulking & Cladding

1





136 Tower Road, Suite 205  
White Plains, NY 10604

Cover Letter: 6/30/2026

Robin Mack  
Think Dutchess Alliance for Business  
3 Neptune Road Poughkeepsie,  
NY 12601  
robin@thinkdutchess.com

Reference: Aircraft Hanger Development – 70 Citation Drive – Wappingers Falls, NY

Subject: IDA-Labor Policy Exemption Request  
Trade/Subcontractor: Hangar Door Furnish and Installation  
by: **Door Engineering**

Ms. Mack,

Please review the exemption request for the above referenced trade contractor based on the following allowable exemption reason:

- Exemption Reason: Existing national purchase agreement with Door Engineering for furnish and install of their product across all Sky Harbour projects

Sky Harbour, the owner of the project, has an existing national purchase agreement with Door Engineering through its subsidiary Ascend Aviation Services for the furnish and install of their hangar door system across all their projects, that this Poughkeepsie Aircraft Hanger Development is grandfathered into. The agreement is attached for reference. For over 60 years Door Engineering has provided customized aviation door solutions with in-house design, fabrication, and installation. They are a traveling trade with a specific workforce that allows them to install the hangar doors in the most cost-effective and efficient manner.

It is for the above reasons that we respectfully request an exemption to the IDA Local Labor Policy for this trade's work on the project.

Should you have any questions, please feel free to contact me.

Sincerely,

David Sherman  
VP Construction  
Sky Harbour

## **MASTER PURCHASE AGREEMENT**

This Master Purchase Agreement (this “**Agreement**”) is made as of this 9 day of February, 202\_ (the “**Effective Date**”) by and between:

**BUYER**: **Ascend Aviation Services LLC**, a Delaware limited liability company, with its principal place of business at 24130 Tomball Parkway, #150, Tomball, TX 77375 (“**Buyer**”); and

**SUPPLIER**: **Door Engineering and Manufacturing, LLC**, a Delaware Limited Liability Company with its principal place of business at 101 Power Drive, Mankato, MN 56001 (“**Supplier**”).

Buyer and Supplier are sometimes referred to individually as a “**Party**” and together as the “**Parties**.”

### **1. SCOPE AND ORDERING**

**1.1 Purpose.** This Agreement sets out the terms and conditions under which Buyer may, from time to time, purchase products from Supplier on behalf of Buyer’s end customer (“**Owner**”). Specific purchases will be made under individual orders in a form substantially similar to that annexed hereto as Exhibit A, executed by Owner and referencing this Agreement.

**1.2 Orders.** Buyer or Owner may place purchase orders, releases, schedule orders, or other written or electronic commitments (including via email or Buyer’s procurement systems) specifying the products, quantities, prices, delivery locations, and delivery dates (each, an “**Order**”). A form of Order is attached as Exhibit A.

**1.3 Acceptance of Orders.** Supplier will accept each Order by the earliest of: (a) written acknowledgment; (b) shipment of any products under the Order; (c) acceptance in Buyer’s electronic system; or (d) any other conduct reasonably indicating acceptance. Supplier will confirm acceptance or advise as to any reasonable objections within three (3) business days after receipt; failure to object within that period is deemed acceptance of the Order as issued.

### **2. PRODUCTS, SPECIFICATIONS, AND PRICING**

**2.1 Products.** The products covered by this Agreement (the “**Products**”) are described in Exhibit B and any additional products the Parties may agree in writing to add.

**2.2 Specifications.** Products will strictly conform to the specifications, drawings, quality standards, and other technical or commercial requirements set out or referenced in Exhibit B, the applicable Order, and any documents incorporated by reference (collectively, the “**Specifications**”). In the event of conflict between Specifications set out in Exhibit B and an Order, the requirements set forth in Exhibit B will control unless both Parties agree otherwise in a signed writing. The terms of this Agreement supersede all terms and conditions contained in any other documentation issued by either Party related to the subject matter of this Agreement, and any additional, contrary, or different terms contained in any Order or any other document issued by Buyer are expressly rejected and will be void unless separately signed by Supplier.

**2.3 Pricing.** Base prices, discounts, and any volume tiers are set out in the Material and Installation Pricing Schedule attached as Exhibit C. Unless an Order expressly states

a lower price, the prices in Exhibit C are the maximum prices payable by Buyer and are firm and all-inclusive, except for (a) transaction taxes, which are handled pursuant to Section 6.5, (b) actual and documented freight costs, including, but not limited to, any imposition of any tariffs, duties, or other import or export fees or charges by any governmental authority, which will be Prepaid and Add (PP&A) and invoiced accordingly based on each agreed upon Delivery Location, and (c) costs related to the Installation Services (as defined in Section 5.1) that are (i) specifically excluded in Section 5.2 or not included in the list of exclusions set forth in the Installation SOW (defined below), and (ii) were expressly agreed to in an Order signed by both Parties, with such costs to be listed as a separate line item in an Order and Supplier's invoice due to the variance in labor requirements applicable to each Installation Location (as defined in Section 5.1).

**2.4 Price Decreases and Most-Favored Pricing.** If, during the term, Supplier:

- (a) reduces its list, standard, or other prices for any Product, the price to Buyer for that Product automatically decreases to the lower price for all future Orders; or
- (b) sells similar products in similar volumes and under similar terms to any third party at a lower net price, Supplier will promptly notify Buyer and extend such lower pricing to Buyer on a prospective basis.

**3. DELIVERY, TITLE AND RISK OF LOSS**

**3.1 Delivery Terms; Place of Delivery.** Unless otherwise agreed in writing, Supplier will deliver all Products FOB Destination (as defined in the Uniform Commercial Code), with the destination being the delivery location specified in the applicable Order (each, a "**Delivery Location**"), with all such Delivery Locations being within the continental United States. Unless stated specifically in the Order, Supplier is responsible for actual and documented costs of packing, loading, carriage, insurance, and all other charges and actual and documented freight costs required to deliver the Products to the Delivery Location, with all such costs being PP&A and invoiced to Buyer pursuant to Section 2.3.

**3.2 Time of the Essence; Delivery Schedule.** Delivery dates specified in an Order must be consistent with the lead times detailed in the Material Leadtime Schedule attached as Exhibit D (the "**Lead Times**"). Supplier will deliver all Products on or before the specified delivery date ("**Delivery Date**"), as such dates are confirmed by Supplier. Time is of the essence. Partial shipments, early deliveries, late deliveries or deliveries to locations other than the Delivery Location require Buyer's prior written consent. The Lead Times detailed in Exhibit D are provided as guidelines for Orders issued by Buyer. All final Delivery Dates will be confirmed by Supplier prior to acceptance of any Order. For deliveries that are expected to occur prior to the Delivery Date, Supplier shall coordinate with Buyer for the delivery and offloading of such early deliveries. To the extent that Buyer is not prepared to accept delivery prior to the scheduled delivery date, Seller shall be responsible for storage fees and expenses.

**3.3 Shipment Obligations.** Supplier will tender delivery by (a) delivering the Products at the Delivery Location during normal business hours; and (b) providing any documents reasonably necessary to enable Buyer/Owner to take possession and, if applicable, resell the Products.

**3.4 Delays and Remedies.** Supplier will promptly notify Buyer in writing if it anticipates or experiences any delay, including reasons and a proposed recovery plan. Without

limiting Buyer's other rights and remedies under this Agreement or in law or equity, if Supplier fails to deliver by the Delivery Date, Buyer may (a) reject the late Products, cancel all or any part of the affected Order, and/or obtain substitute products from third parties and recover the reasonable additional costs and damages from Supplier; or (b) require Supplier, at Supplier's expense, to expedite shipment (including premium freight) to mitigate any delay.

**3.5 Title and Risk of Loss.** Risk of loss remains with Supplier until the Products are physically delivered to the Delivery Location, and title to the Products passes to Buyer upon the delivery of the Products at the Delivery Location.

**3.6 Storage.** Any Product whose shipment is delayed beyond the date set forth in an Order due to acts or omissions of Buyer or at Buyer's request may be placed in storage by Supplier (at Supplier's sole option). Buyer shall bear all reasonable, documented costs and expenses (including, without limitation, insurance) associated with such storage (the "**Storage Fee(s)**"). Storage Fee(s) will be assessed starting on the shipment date set forth in the applicable Order until delivery. The Storage Fee(s) will be added to the final invoice for the Products, along with any additional freight, handling, and applicable taxes incurred. The Storage Fee(s) may vary based on the type of Product stored.

#### **4. ACCEPTANCE AND NONCONFORMING PRODUCTS**

**4.1 Acceptance.** Except for Buyer's rights with respect to Nonconforming Products (defined below) as described in Section 4.2, Products will be deemed automatically accepted upon delivery to the Delivery Location. Notwithstanding the foregoing, such acceptance does not excuse Supplier for any warranty claims or latent defects that are identified during the applicable Warranty Period (as defined below). For avoidance of doubt, final site acceptance, which shall include acceptance of the installed Products and the Installation Services (defined below) at the Installation Location (defined below), will be separate from the acceptance of Products made under this section and will be made pursuant Section 5.7 below.

**4.2 Nonconforming Products.** If any Products are defective, damaged, counterfeit, short-shipped, or fail to conform to this Agreement, the applicable Order, or the Specifications ("**Nonconforming Products**"), Buyer may, at its option and without limiting any other remedies:

(a) require Supplier, at Supplier's sole cost, to promptly repair or replace the Nonconforming Products; and/or

(b) return Nonconforming Products to Supplier at Supplier's risk and expense for full credit or refund.

Supplier bears all risk of loss and all reasonable, documented costs associated with Nonconforming Products, including handling, storage, inspection, rework, return freight, and replacement shipping.

#### **5. INSTALLATION.**

**5.1 Installation Services.** Where specified in an Order, Supplier shall provide or shall cause a Qualified Third-Party Subcontractor (defined below) to provide installation, configuration, integration and/or commissioning services for the Products (collectively, the

**“Installation Services”**) at the Delivery Location or other location designated by Buyer (**“Installation Location”**). Qualified Third-Party Subcontractor shall mean: a subcontractor who is experienced in hangar door installation authorized to do business in the jurisdiction of the Delivery Location and maintaining all applicable licenses required in the jurisdiction of the Delivery Location and reasonably acceptable to the Buyer. All Qualified Third-Party Subcontractors shall be required to: (a) perform the Installation Services in accordance with the terms of this Section 5, (b) maintain the insurance coverages set forth in Section 10, (c) adhere to the confidentiality obligations set forth in Section 11, and (d) comply with all applicable laws and Airport requirements as set forth in Section 13.

## **5.2 Scope of Installation Services; Exclusions; Buyer’s Responsibilities.**

The Installation Services performed by Supplier or its subcontractor will include the installation items detailed in the Installation Scope of Work attached as Exhibit E, attached hereto and incorporate herein (the **“Installation SOW”**). Buyer shall be responsible for all items that are listed as excluded from the Installation Services in the Installation SOW. For the avoidance of doubt, Buyer shall be responsible for the following:

- (a) storing of materials at the applicable Installation Locations;
- (b) obtaining any and all necessary Federal Aviation Administration (FAA) forms and/or specific permits required at the applicable Installation Locations; and
- (c) contracting for and all coordination related to securing the necessary field electrical connections.

**5.3 Installation Schedule; Coordination.** Supplier or its subcontractor will perform the Installation Services on the dates and within the timeframes specified in the applicable Order or otherwise agreed in writing (the **“Installation Schedule”**). Supplier will:

- (a) coordinate with Buyer’s designated contact to minimize disruption to Buyer’s operations;
- (b) comply with Buyer’s site rules, safety policies, security, and access requirements; and
- (c) ensure that its personnel and subcontractors are properly qualified, supervised, and insured (as specified in the Order).

## **5.4 Site Preparation and Access.**

(a) Buyer will provide reasonable access to the Installation Location and will perform any site preparation expressly assigned to Buyer in the applicable Order.

(b) Supplier is responsible for (and its pricing includes) all other tools, materials, equipment, lifting/rigging, cabling, and incidental items reasonably required to install and commission the Products in accordance with the Specifications and applicable law, except for any items that are listed as excluded from the Installation Services as set forth in Section 5.2 and the list of exclusions set forth in the Installation SOW.

(c) Supplier will inspect the Installation Location upon arrival and promptly notify Buyer in writing of any conditions that may affect safety, timing, or proper installation.

**5.5 Compliance and Safety.** Supplier or its subcontractor will perform all Installation Services:

(a) in a professional and workmanlike manner, consistent with best industry practices;

(b) in compliance with all applicable laws, building codes, electrical and safety standards, manufacturer instructions, and any permits or approvals required for installation and operation of the Products;

(c) in compliance with any Airport related requirements specified in an applicable Order; and

(d) using personnel who are properly trained, licensed, and qualified for the work being performed.

**5.6 Installation Documentation and Training.** At no additional charge (unless otherwise agreed in writing), Supplier or its subcontractor will provide:

(a) all installation, operation, and maintenance manuals (in English, unless otherwise agreed in writing);

(b) as-built drawings, wiring diagrams, configuration files, and similar documentation reasonably required for ongoing operation and support; and

(c) basic on-site training for Buyer's designated personnel on proper operation, safety, and routine maintenance of the installed Products, as specified in the applicable Order.

**5.7 Inspection; Acceptance and Rejection at Installation Location.** Buyer will have at least fifteen (15) days after final delivery of the installed Products and related Installation Services at the Installation Location (the "**Inspection Period**") to inspect and reject the installed Products and related Installation Services for nonconformity. To the extent that Buyer does not provide any notice of rejection during the Inspection Period, the installed Products and related Installation Services will be deemed accepted at the end of the Inspection Period. If the installed Products or Installation Services fail to meet the Specifications, Buyer may reject them in whole or in part and require Supplier, at Supplier's sole cost and expense, to promptly correct, repair, or re-perform the Installation Services and, if necessary, repair or replace the Products.

## **6. PRICE, INVOICING AND PAYMENT.**

**6.1 Order Pricing.** Prices for Products in any Order will not exceed the prices set forth in Exhibit C (as adjusted based upon volume as indicated in Exhibit C and downward pursuant to Section 2.4), unless Buyer expressly agrees to higher pricing in writing.

**6.2 Discount Pricing.** The material sale price is subject to a discount based on the quantity of Product delivered in a Calendar Year as set forth in Exhibit C (the "**Discount Pricing**"). The pricing shall be determined based on the volume of Products delivered in the

Calendar Year prior to the date of the Order. Once the volume of Products delivered exceeds the volume of that particular pricing level: (a) Supplier shall issue Buyer a credit for the difference in pricing for the Products delivered at the higher price in the Calendar Year; and (b) subsequent Orders shall be at the lower price until such time as the volume of Products delivered in the Calendar Year reaches the next threshold as set forth in Exhibit C and shall continue to decrease based on volume of Products delivered until the anniversary of the Effective Date at which time the pricing shall revert to the highest price set forth in Exhibit C. For the purposes of this section, a “**Calendar Year**” shall mean the twelve (12) consecutive month period beginning on the Effective Date and concluding each anniversary of the Effective Date thereafter. All such credit required under this section will be issued by Supplier within thirty (30) days of becoming due and owed to Buyer. To the extent that Supplier fails to deliver the Product(s) within the Lead Times set forth in Exhibit D or as otherwise specified in an applicable Order, for the purposes of calculating the Discount Pricing, it will be considered as if it was delivered within the timeline or as specified in the Order. The installation base prices set forth in Exhibit C are not subject to any Discount Pricing. For the avoidance of doubt, the credits for the Discount Pricing will be applied based on the credit application models for each applicable model set forth in Exhibit F.

**6.3 Price Protection.** Prices are subject to increase during the term of this Agreement consistent with the CRU Pricing Escalation Plan attached as Exhibit G (the “**CRU Pricing Escalation Plan**”). Any escalation beyond that reflected in the CRU Pricing Escalation Plan must be expressly agreed in a written amendment signed by Buyer. Any agreed increase will apply only prospectively to Orders that have not been released to manufacturing.

**6.4 Invoicing.** Supplier will issue invoices in accordance with the payment schedule set forth in Section 6.5 unless the Parties expressly agree otherwise. Each invoice must:

- (a) reference this Agreement and the applicable PO Number; and
- (b) match the Products, quantities, prices, and other terms in the Order.

**6.5 Payment Terms.** Buyer shall pay on invoiced amounts within thirty (30) days of receipt of Supplier’s invoice. Unless otherwise stated in the order, invoices will be issued and payment made in the following applicable increments:

- (a) For Products:
  - (i) 30% of the applicable material sale price upon Supplier’s acceptance of an Order;
  - (ii) 10% of the applicable material sale price upon Supplier’s receipt of completed and approved shop drawings; and
  - (iii) 60% of the applicable material sale price upon Supplier’s shipment of the Products specified in an Order.
- (b) For Installation Services:
  - (i) 90% of the applicable installation sale price upon Supplier’s (or its subcontractor’s) completion of the Installation Services applicable to an Order; and

- (ii) 10% upon substantial completion of the project and training and commissioning completed.

**6.6 Taxes.** Supplier is responsible for all taxes based on its income, property, or employment obligations. Buyer is responsible for applicable sales, use, or similar transaction taxes that are (a) required by law, (b) separately stated on an invoice, and (c) not subject to a valid exemption. Supplier will cooperate with Buyer to obtain any available exemptions, reductions, or refunds.

**6.7 Lien Waivers.** As a condition precedent to any payment under this Agreement, Supplier shall deliver to Purchaser duly executed conditional lien waivers and releases (including conditional waivers upon progress payment and conditional waivers upon final payment, as applicable) in a form reasonably acceptable to Buyer and compliant with applicable law, covering the full amount of such requested payment and releasing all mechanic's, materialman's, and similar lien rights of Supplier with respect to the Products through the effective date of such payment. Within five (5) business days of Supplier's receipt of final payment, Supplier shall deliver to Buyer duly executed unconditional lien waivers and releases. Supplier shall be solely responsible for obtaining and delivering corresponding conditional and unconditional lien waivers from all subcontractors, sub-suppliers, and lower-tier parties furnishing labor, materials, equipment, or services through Supplier in connection with the Products or the Installation Services. Buyer may withhold payment until all required lien waivers have been delivered in form and substance reasonably satisfactory to the Buyer and compliant with law.

**6.8 Late Payments.** If any undisputed invoiced amounts due hereunder are not received by Supplier within thirty (30) days of the due date, then without limiting Supplier's rights or remedies, those charges will accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower.

## **7. WARRANTIES**

**7.1 Product Warranties.** Supplier agrees to provide and honor the Limited Warranty attached as Exhibit H, attached hereto and incorporate herein (the "**Limited Warranty**"). Supplier represents and warrants that during the applicable warranty period (as specified in the Limited Warranty):

- (a) Products strictly conform to the Specifications and all requirements of this Agreement and the applicable Order;
- (b) Products are new, genuine, unused and free from defects in design, materials and workmanship;
- (c) Products are fit for their ordinary purposes and a particular purpose disclosed to Supplier by Buyer;
- (d) Products are free and clear of all liens, security interests, and other encumbrances and
- (e) Products comply with all applicable laws, regulations, standards, and certifications where they are manufactured, delivered, or reasonably expected to be used.

**7.2 Warranty on Installation Services.** Supplier warrants that the Installation Services will be performed in a professional and workmanlike manner and in accordance with this Agreement, the Specifications, and applicable law. To the extent that Supplier contracts with a third-party for Installation Services, Supplier is responsible for ensuring that the Installation Services comply with this Section.

**7.3 Warranty Remedies.** Upon any breach of warranty, Supplier will, at Buyer's option and at Supplier's sole cost and expense shall:

(a) promptly repair the affected Products, including on-site labor and reinstallation if required;

(b) promptly replace the affected Products with conforming Products (including uninstalling non-conforming Products and re-installing conforming Products); or

(c) refund all amounts paid for the affected Products, including associated freight, duties, taxes (to the extent not otherwise refundable to Buyer), and Buyer's reasonable, documented costs for recall, removal, replacement, and disposal.

**7.4 Systemic Defects and Recalls.** If a defect affects a significant portion of Products or triggers (or may reasonably trigger) a recall, corrective action, or field service campaign, Supplier will, at its cost and in coordination with Buyer and within seventy two hours, advise as to a corrective action and remediation plan satisfactory to Buyer, which may include field replacements, recalls, redesign, and other remedial measures and complete the corrective measures agreed upon within fourteen (14) days.

**7.5 Survival.** Warranties survive inspection, acceptance, payment, resale, and any expiration or termination of this Agreement or any related Orders.

**7.6 Additional Warranties.** Supplier also represents and warrants that:

(a) it has full power and authority to enter into and perform this Agreement and any Orders;

(b) it has and will maintain all rights, licenses, and approvals necessary to manufacture, sell, and deliver the Products; and

(c) its performance will comply with all applicable laws.

## **8. INTELLECTUAL PROPERTY RIGHTS**

Buyer and Supplier acknowledge and agree that: (a) except to the extent provided in a separate written agreement between Buyer and Supplier, Supplier (or its licensors) will retain all Intellectual Property Rights used to create, embodied in, used in, and otherwise relating to the Products and any of their component parts except for the materials and information provided by Buyer ("Buyer's Confidential and Proprietary Information"); (b) Buyer shall retain all Intellectual Property Rights for Buyer's Confidential and Proprietary Information which shall be the sole and exclusive property of Buyer, (c) Seller shall not acquire any Intellectual Property Rights in any of Buyer's Confidential and Proprietary Information and shall not use Buyer's Confidential and Proprietary Information for any purpose other than for purposes of carrying out the terms of this

Agreement; (d) any and all Supplier's Intellectual Property Rights are the sole and exclusive property of Supplier or its licensors; (e) Buyer shall not acquire any ownership interest in any of Supplier's Intellectual Property Rights under this Agreement; (d) and (f) Buyer shall use Supplier's Intellectual Property Rights only in accordance with this Agreement and any instructions of Supplier.

For the purposes of this Section, "**Intellectual Property Rights**" shall mean any patent, utility model, design right, copyright (including any right in computer software), database right or topography right (whether or not any of these are registered and including applications for registrations of any such thing) and any trade secret, know-how or any right or form of protection of a similar nature or having equivalent or similar effect to any of those which may subsist anywhere in the world.

## **9. INDEMNIFICATION**

**9.1 Supplier General Indemnity.** Supplier will defend, indemnify, and hold harmless Buyer, its affiliates, and their respective officers, directors, employees, and agents from and against all third-party claims, actions, damages, losses, liabilities, fines, penalties, costs, and expenses (including reasonable attorneys' fees) arising out of or related to:

- (a) personal injury, death, or property damage caused by the Products or Supplier's acts or omissions;
- (b) Supplier's breach of this Agreement, any Order, or any warranty;
- (c) Supplier's violation of applicable law; or
- (d) any recall, corrective action, or field service campaign to the extent caused by Supplier or the Products.

**9.2 Intellectual Property Indemnity.** Supplier will defend, indemnify, and hold harmless Buyer and its affiliates from and against any third-party claim that the Products, or Buyer's use, incorporation, sale, or distribution of the Products, infringe or misappropriate any patent, copyright, trademark, trade secret, or other intellectual property right, and will pay all resulting damages, settlements, and reasonable costs and expenses (including attorneys' fees).

**9.3** Supplier performing Installation Services shall provide certificates of insurance demonstrating compliance with the Insurance Requirements contained in the Order.

## **9.4 Limitation of Liability.**

(a) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT THE PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

(b) IN NO EVENT SHALL SUPPLIER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE GREATER OF (A) THE TOTAL OF THE AMOUNTS PAID TO SUPPLIER PURSUANT TO THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM; (B) THE COVERAGES AFFORDED BY THE INSURANCE REQUIRED UNDER SECTION 10 OF THIS AGREEMENT.

## **10. INSURANCE**

**10.1** During the Term of this Agreement and for a period of not less than five (5) years thereafter with respect to completed operations and professional services, Supplier shall procure and continuously maintain, at its sole cost and expense the coverages required herein and as may be modified in a subsequent Order. Supplier is responsible for providing Certificates of Insurance reflecting coverages required under this Agreement and any Order for itself and any subcontractors supplying materials and/or performing Installation Services under this Agreement.

**10.2 Commercial General Liability Insurance.** Written on an occurrence basis, including coverage for bodily injury, personal and advertising injury, property damage, products and completed operations, contractual liability (including this Agreement), broad form property damage, explosion, collapse and underground hazards (if applicable), with limits of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate.

**10.3 Umbrella/Excess Liability Insurance.** Written on a following form basis over the Supplier's Commercial General Liability Insurance and Automobile Liability Insurance with limits of not less than \$10,000,000 per occurrence and in the aggregate.

**10.4 Automobile Liability Insurance.** Covering owned, hired, non-owned, and leased vehicles used in connection with the Services, with limits of not less than \$1,000,000 combined single limit per accident.

**10.5 Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation as required by applicable law, and Employers' Liability with limits of not less than \$1,000,000 per accident, \$1,000,000 disease-policy limit, and \$1,000,000 disease-each employee.

**10.6 Manufacturer's Errors and Omissions Insurance.** Covering claims arising from any professional services, advice, designs, specifications, or recommendations provided under this Agreement, including negligent acts, errors, or omissions, with limits of not less than **\$2,000,000 per claim and \$2,000,000 aggregate**, maintained continuously for not less than five (5) years following completion of the Services.

**10.7** Supplier agrees to include Buyer and any Owner (or other 3rd party specified in an Order) as an Additional Insured with a waiver of subrogation.

## **11. CONFIDENTIALITY**

**11.1 Confidential Information.** Any non-public information disclosed by either Party to other Party in connection with this Agreement or any Order that is marked as confidential

or would reasonably be understood as confidential given its nature and the circumstances of disclosure is “**Confidential Information.**”

**11.2 Obligations.** The Party receiving the Confidential Information agrees to:

- (a) use Confidential Information solely as necessary to perform its obligations under this Agreement and Orders;
- (b) not disclose Confidential Information to any third party except to its employees, contractors, or professional advisers who have a need to know and are bound by obligations at least as protective; and
- (c) protect Confidential Information using at least the same degree of care it uses to protect its own similar information, and in any event not less than reasonable care.

**11.3 Exclusions.** Confidential Information does not include information that the receiving Party can demonstrate: (a) is or becomes publicly known without breach; (b) was lawfully known to the receiving Party before disclosure; (c) is received from a third party without breach of any duty of confidentiality; or (d) is independently developed without use of Confidential Information.

**11.4 Compelled Disclosure.** The receiving Party may disclose Confidential Information to the extent required by law or court order, provided it (to the extent legally permitted) gives the disclosing Party prompt notice and cooperates in seeking protective measures.

**11.5 Return or Destruction.** Upon the disclosing Party’s request or termination/expiration of this Agreement, the receiving Party will promptly return or destroy all Confidential Information, except for minimal archival copies retained solely for legal or compliance purposes.

**11.6 Survival.** Confidentiality obligations survive expiration or termination of this Agreement.

## **12. TERM AND TERMINATION**

**12.1 Term.** This Agreement begins on the Effective Date and continues for an initial term of two (2) years, unless earlier terminated as provided below. It automatically renews for successive one (1) year periods unless either Party gives at least thirty (30) days’ prior written notice of non-renewal.

**12.2 Termination for Convenience by Buyer.** Buyer may terminate this Agreement, in whole or in part, for its convenience at any time upon sixty (60) days’ written notice. If the Agreement is terminated pursuant to this Section 12.2, Buyer will pay Supplier (a) for conforming Products delivered and accepted before the effective termination date, and (b) Supplier’s reasonable, documented, non-cancellable direct costs incurred in reliance on firm, unmodified Orders, subject to Supplier’s duty to mitigate. To the extent that Buyer terminates pursuant to this Section 12.2 prior to ordering a minimum of ten (10) Products, Buyer shall reimburse Supplier for its actual and documented engineering services obtained in reliance on this Agreement. Supplier is not entitled to lost profits, loss of business, or other consequential damages.

**12.3 Termination for Cause by Buyer.** Buyer may terminate this Agreement or any Order immediately upon written notice if:

(a) Supplier fails to deliver Products on time or in the required quantities and does not cure within five (5) days after written notice from Buyer or such other reasonable timeframe as may be agreed upon in writing by the Parties (the “**Cure Period**”);

(b) Supplier delivers Nonconforming Products and fails to promptly cure within the Cure Period;

(c) Supplier becomes insolvent, enters bankruptcy, makes a general assignment for the benefit of creditors, or ceases to operate in the ordinary course; or

(d) Supplier materially breaches this Agreement or an Order and does not cure within the Cure Period.

**12.4 Termination by Supplier (Limited).** Supplier may terminate this Agreement or any Order immediately upon written notice, only in the event of Buyer’s material failure to pay undisputed amounts due under this Agreement that remain unpaid for more than thirty (30) days after Supplier’s written notice of delinquency. Supplier shall not be permitted to terminate in the event Buyer becomes insolvent, enters bankruptcy, makes a general assignment for the benefit of creditors or ceases to operate in the ordinary course provided that within a reasonable period of time Buyer assigns this Agreement to a creditor or an affiliate.

**12.5 Effect of Termination.** Termination of this Agreement will not automatically cancel existing accepted Orders unless Buyer expressly elects to cancel them. Sections that by their nature should survive (including payment obligations, warranties, indemnities, confidentiality, governing law, and dispute resolution) will survive any expiration or termination.

### **13. COMPLIANCE WITH LAWS**

Supplier will comply with all applicable laws, rules, and regulations, including those related to labor and employment, health and safety, environmental protection, product safety, data protection, import/export, sanctions, and anti-bribery/anti-corruption. Further, Supplier shall comply with all applicable Airport requirements set forth in the Order.

### **14. GOVERNING LAW; JURISDICTION AND DISPUTE RESOLUTION**

**14.1 Governing Law.** This Agreement and any dispute arising out of or related to this Agreement or any Order will be governed by the laws of the State of Texas, without regard to conflict of laws rules.

**14.2 Venue.** The Parties submit to the exclusive jurisdiction and venue of the state and federal courts located in Harris County, Texas. The Parties waive any objection based on inconvenient forum.

**14.3 Injunctive Relief.** Nothing in this Section limits either Parties’ right to seek interim, injunctive, or other equitable relief in any court of competent jurisdiction to prevent or

stop any breach of confidentiality, intellectual property, or other obligations that may cause irreparable harm.

**14.4 Good Faith Negotiation.** Before initiating litigation (other than for urgent injunctive relief), the Parties will attempt in good faith to resolve disputes through negotiations between senior representatives over a period of at least ten (10) days.

## **15. GENERAL**

**15.1 Independent Contractors.** The Parties are independent contractors. Nothing in this Agreement creates a partnership, joint venture, or agency relationship, and neither Party may bind the other.

**15.2 Assignment and Subcontracting.** Supplier may not assign this Agreement or any Order, in whole or in part, without Buyer's prior written consent; provided, however, that Supplier may subcontract the performance of any of its duties or obligations under this Agreement for limited tasks related to logistics and the Installation Services subject to Buyer's prior consent which shall not be unreasonably withheld, while Supplier remains fully responsible. Supplier will provide notice to Buyer of any such subcontracting and provide Buyer a copy of the applicable subcontract. Buyer may assign this Agreement and any Orders, without Supplier's consent, to any affiliate of Buyer.

**15.3 Force Majeure.** Neither Party will be liable for failure or delay in performance (other than payment obligations) to the extent caused by events beyond its reasonable control that could not have been prevented or mitigated through commercially reasonable contingency planning ("**Force Majeure Events**"). The affected Party will promptly notify the other, use diligent efforts to mitigate and resume performance, and, if a Force Majeure Event continues for more than thirty (30) days, Buyer may cancel affected Orders or terminate this Agreement without liability.

**15.4 Notices.** All notices must be in writing and delivered by hand, reputable overnight courier, or certified mail (return receipt requested) to the addresses first written above (or any updated address notified in writing). Notices are effective on receipt or, if delivery is refused, on first attempted delivery.

**15.5 Entire Agreement; Amendments.** This Agreement (including its Exhibits) and Orders issued under it constitute the entire agreement between the Parties regarding the subject matter and supersede all prior or contemporaneous agreements and communications. Any amendment or modification must be in writing and signed by authorized representatives of both Parties.

**15.6 Severability.** If any provision is held invalid or unenforceable, the remaining provisions will remain in full force, and the Parties will replace the invalid provision with a valid provision that most closely reflects their original intent.

**15.7 Waiver.** A waiver of any provision or breach is effective only if in writing and signed by the waiving Party, and is not a waiver of any other provision or breach.

**15.8 Third-Party Beneficiary.** There are no intended third-party beneficiaries to this agreement except the Owner(s) as identified in the applicable Order.

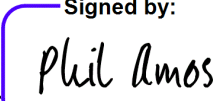
**15.9 Counterparts; Electronic Signatures.** This Agreement may be executed in counterparts, each deemed an original, together constituting one instrument. Signatures delivered electronically (including via PDF or e-signature platforms) are binding as originals.

*[Remainder of page intentionally left blank; signature page follows]*

IN WITNESS WHEREOF, the parties have executed this Master Purchase Agreement as of the dates set forth below, to be effective as of the Effective Date.

**BUYER:**

**ASCEND AVIATION SERVICES LLC**

Signed by:  
  
By: 41F8E369AB154C2...  
Name Phil Amos  
Title Head of Construction  
Date: 2/11/2026

**SUPPLIER:**

**DOOR ENGINEERING AND  
MANUFACTURING, LLC**

By: Hal Shapiro  
Name: Hal Shapiro  
Title: President, C&I  
Date: February 9, 2026

[illegible]

| Line | Product/Description | Part No. | Qty | Unit Price (USD) | Line Total (USD) | Required Delivery Date |
|------|---------------------|----------|-----|------------------|------------------|------------------------|
|      |                     |          |     |                  |                  |                        |
|      |                     |          |     |                  |                  |                        |
|      |                     |          |     |                  |                  |                        |
|      |                     |          |     |                  |                  |                        |
|      |                     |          |     |                  |                  |                        |
|      |                     |          |     |                  |                  |                        |

**Installation Schedule:**

**Subtotal:**\_\_\_\_\_

**Shipping & Handling (if any):**\_\_\_\_\_

**Taxes (if applicable):**\_\_\_\_\_

**Total Order Amount (USD):**\_\_\_\_\_

*Supplier agrees to comply with all applicable Airport Specific Requirements annexed hereto.*

**BUYER:**

**ASCEND AVIATION SERVICES LLC**

By:\_\_\_\_\_

Name\_\_\_\_\_

Title\_\_\_\_\_

Date:\_\_\_\_\_

**SUPPLIER:**

**DOOR ENGINEERING AND  
MANUFACTURING, LLC**

By:\_\_\_\_\_

Name:\_\_\_\_\_

Title:\_\_\_\_\_

Date:\_\_\_\_\_

**EXHIBIT B – Product Specifications**

**[Attached]**



**SH-37- Sky Harbour (2025) Hangar Door Scope- (All locations except ORL)**

**OPTION A- BASE**

**H-Series, "Smart Rail", Model HWB840, 8-Section, Bi-Parting, All Left or All Right bottom rolling hangar door system. \*Note: Details will vary based on exact size of opening. Scope below:**

H - Series, Model HWB840: eight-section (8), 3 way, side & bi-parting hangar door, (northern stacked) electrically operated, bottom rolling hangar door to fit an opening 248'-0" wide by 30'-0" high. This hangar door design uses no pockets, either the door sections stack all right or all left. When the doors are completely stacked, the minimum clear opening is 183'-2" wide by 30'-0" high.

Door sections 1, 4, 5 and 8 have operator assemblies within the door framing. Electrical power to these operator assemblies is given by the use of an interior mounted electrical feed rail system that provides the power to both the center door sections (4 and 5). The incoming power for door sections 1 and 8 is provided by a draped SO electrical cord coming from either center door sections 4 or 5. Doors can be operated by the door-mounted push-button stations.

The Model HWB840 "3 Way, Side & Bi-Parting Hangar Doors" design provides better flexibility in moving aircraft in or out of each hangar bay. Operating door section number 1 will move door section 2, then door section 3 which parks in front of door section 4, allowing aircraft to move in on one side of the bay without having to move aircraft already in the hangar bay. Operating door section number 8 will move door section 7, and door section 6 which parks in front of door section 5. Another feature is by using the past center override push-button you can stack all the door sections to either side of the hangar providing a clear "off set" width opening.

Note: Our door system will come to the jobsite in factory fabricated modular assemblies with the weather seals attached. WE INCLUDE ALL THE ELECTRICAL COMPONENTS! CONDUIT, FITTINGS, JUNCTION BOXES WIRE RACEWAYS, LIMIT SWITCHES AND THEIR CAM ASSEMBLIES, THE OPERATORS ARE FACTORY FABRICATED WITH THE PRE-WIRED ELECTRICAL CONTROL PANELS COMPLETE!. .An electrician will only need to provide the labor to connect all the components to the appropriate locations. Our bottom rail assemblies are FACTORY FABRIATED



USING A JIG TABLE and welded with no need for pre-cast thread rod or bolts. In addition, our top track assemblies are manufactured the same way, leaving little field work and ensuring accurate field locations.

**H-Series, Model HWB840: Bottom Rolling Hangar Door Specification:**

- o Meets 115 mph, 3-Second Gust, Exposure C wind load. Meets enclosed-building wind load criteria for the project location in the closed position (detailed loading information will be provided with each submittal drawing set) and L/120 deflection criteria per International Building Code for flexible cladding.
- o Meets 8.0 psf (ASD) operating wind load.
- o Electrical rating: Incoming power for hangar door - 480vac, 3 phase, 60 Hz. Interior - NEMA 4
- o Door operation speed: 45 feet per minute.
- o Horsepower: (door sections 1, 4, 5 and 8) – 1.00
- o Door section size: Structural Steel 10" thick - 31'-2" wide by 30'-3 3/4" high.
- o Centerline of door/bottom rail/top track spacing is 17"
- o Door section weight without sheeting = 5,600 lbs.
- o Door section weight sheeted = 7,600 lbs. (Est. door section weight sheeted (by others)

interior horizontally mounted/exterior vertically mounted using 26 gauge 1 1/4" profile corrugated sheeting.)

This hangar door proposal includes (Per our standard design):

- The door sections fabricated of A-36 structural steel vertical and horizontal frame members, bracing with sheeting support girts, shipped in factory fabricated modular assemblies.
- Included in each door section is a rough framed opening at 4'-0" wide by 20'-0" high for windows (windows, framing and related hardware by others). \*Note: Verify opening size.
- Telescoping top roller assemblies designed to accommodate deflections up to 6" down and 5" up.
- Top guide tracks FOUR GUIDE SYSTEM (full width of the door opening), W4x13 wide flange beams, with cross bracing, in factory fabricated JIGGED sub-assemblies, each sub-assembly is 39'-10" long with cross bracing welded to the top guide tracks every 5-feet on center. Note: Bottom of building top track support steel - Locate 31'-6" elevation from top of bottom rail/finish floor.
- Weather screen drop panels.
- Traveling endcaps.



- Solid steel 13-inch bottom wheel assemblies with tapered roller bearings, 12-inch tread diameter, factory installed.
- Bottom rails FOUR RAIL SYSTEM, (full width of the door opening), 20 pounds per yard, with cross ties and leveling angle clips with kwik-bolt anchors (NO NEED FOR PRE-CASTED THREADED RODS), in factory fabricated JIGGED sub-assemblies, each sub-assembly is 29'-10" long with cross ties welded to the rails every 5-feet on center.
- INCLUDES- the bottom rail grouting forms. . . Used to provide proper grout at rail head for second pour of concrete.
- PERIMETER WEATHER SEALS ATTACHED AT THE FACTORY Vertical weather seals are a bulb type sheet rubber EPDM (Ethylene, Propylene, Diene, and Terpolymer) with a resilient urethane foam core. Head and sill weather seals are flap type sheet rubber EPDM (Ethylene, Propylene, Diene, and Terpolymer).
- OUR FRAMED DROP-IN OPERATORS ARE FACTORY FABRICATED AND COMPLETE. . .Each assembly (located in door sections 1, 4, 5 and 8) includes the electric motor operators (USING SOFT STARTS), which drives a double flange steel wheel on the bottom rail, with integral brake and emergency (QUICK DISCONNECT) manual operation capability. The pre-wired control panel assembly (WITH LOCKABLE DISCONNECT SWITCH) is mounted just above the operator assembly in a recess pan. Controls include magnetic reversing starters, thermal overload protection, control circuit transformer, relays, lockable disconnect switch, and NEMA 4 enclosure. Electrical is 480 VAC, 60 Hz, 3 phase, with 24 VDC controls. \*Note: Verify incoming power.
- Pushbutton stations, factory installed.
- Past center override pushbutton.
- Interior mounted pushbutton pendants on door sections 1 and 8 (Open, Close, Override).
- Electrical feed rail system used to bring incoming electrical power to door sections 4 and 5, and draped S/O cord \*(note: all SO cord to be white) to bring the incoming electrical power to door sections 1 and 8.
- Remaining electrical components included and shipped loose are:
  - o Exterior mounted electrical recess pan for the junction box with the mounted open and close limit switches.
  - o Run of conduit with fittings.
    - Run for the high voltage incoming electrical power.
    - Run for the control low voltage wiring to the limit switches.
  - o Wire raceways. . .high voltage and numbered to fit the corresponding circuits in the pre-wired control panel and junction boxes.
  - o Wire raceways. . .low voltage and numbered to fit the corresponding circuits in the pre-wired control panel and junction boxes.



- Open and close limit switches will have their SO Cords \*(note: all SO cord to be white) attached shipped loose including the cam assemblies.
- End of travel bumpers, tractor pulls and track cleaners.
- Neoprene cushioned bumper pick-up system. . . Interconnects door sections 1 through 4 and 5 through 8. . . Two groups of 4 door sections.
- All steel is painted using our shop standard fast-dry gray structural steel primer.
- Interface/shop drawings with PE calculations report. . . electronic set: hard copies available upon request.
- Door installation instructions.
- Operation and maintenance manuals.
- Manufacturers standard warranty.



**SH-18- ATC- Sky Harbour (2025) Hangar Door Scope- (All locations except ORL)**

**OPTION A- BASE**

**H-Series, Model ATC200, "Around the Corner", Bi-Parting, Trained, bottom rolling hangar door system. Scope below:**

H - Series, Model ATC200: Two (2), Multi-panel trained door sections, is bi-parting, (Around the Corner) electrically operated, bottom rolling, top guided hangar door to fit a manually operated swing door jamb to swing door jamb at 114'-0" wide by 30'-0" high.

Each grouped half (Left and Right Half Groups) will have two operator assemblies that are synchronized (one lead and one trail operator) mounted within the door framing. Electrical power to these operator assemblies is given by the use of an electrical feed rail (each power operated panel will have it's own trolley pick-up assembly bringing the electrical power to the operator. The incoming power electrical power is only available when the swing door is in its fully open position. There will be an interlock switch telling the control panel bringing power to the hangar doors electrical feed rail that both of these swing doors are in the fully open position.

Note: Our door system will come to the jobsite in factory fabricated sub-section assemblies with the weather seals attached. Our bottom rail assemblies are factory jigged and welded with no need for pre-cast thread rod or bolts. In addition, our top track assemblies are manufactured the same way, leaving little field work and ensuring accurate field locations.

H-Series, Model AR200: Bottom Rolling Hangar Door Specification:

- o Meets 115 mph, 3-Second Gust, Exposure C wind load. Meets enclosed-building wind load criteria for the project location in the closed position (detailed loading information will be provided with each submittal drawing set) and L/120 deflection criteria per International Building Code for flexible cladding.
- o Meets 8.0 psf (ASD) operating wind load.
- o Electrical rating: Incoming power for hangar door - 480vac, 3 phase, 60 Hz. Interior - NEMA 4
- o Door operation speed: 45 feet per minute.
- o Horsepower: (dual operators - synchronized) - 0.50
- o Door section size: Structural Steel 8" thick - Multi-Panels wide by 30'-3 3/4" high.
- o Multi-Panel door section weight without sheeting = 15,600 lbs.



o Multi-Panel door section weight sheeted = 19,200 lbs. (Est. door section weight sheeted (by others) exterior using 26 gauge 1 1/4" profile corrugated sheeting.)

This hangar door proposal includes (Per our standard design):

- The door sections fabricated of A-36 structural steel vertical and horizontal frame members, bracing with sheeting support girts, shipped in factory fabricated sub-section assemblies.
- Included in each door section is a rough framed opening at 4'-4 1/4" wide by 20'-4 1/4" high for windows (windows, framing and related hardware by others). \*Note: Verify opening size.
- Telescoping top roller assemblies designed to accommodate deflections up to - 6" down and 5" up.
- Top guide tracks \*TWO GUIDE SYSTEM (full width of the door opening), W4x13 wide flange beams, with cross bracing, in factory fabricated sub-assemblies, each sub-assembly is 39'-10" long with cross bracing welded to the top guide tracks every 5-feet on center. Note: Bottom of building top track support steel - Locate 31'-6" elevation from top of bottom rail/finish floor.
  - o \* Second track is to stabilize and provide strength, meeting the wind load requirements.
- Weather screen drop panels (Soffit by Others).
- Solid steel 11 1/2-inch bottom wheel assemblies with tapered roller bearings, 10 3/4-inch tread diameter, factory installed.
- Bottom rails SINGLE RAIL SYSTEM (full width of the door opening), 20 pounds per yard, with cross ties and leveling anchors, in factory fabricated sub-assemblies, each sub-assembly is 29'-10" long with cross ties welded to the rails every 5-feet on center.
- INCLUDES the bottom rail grouting forms. . . Used to provide proper grout at rail head for second pour of concrete.
- Weather seals on vertical edges, sill and head all attached at the factory. Vertical weather seals are a bulb type sheet rubber EPDM (Ethylene, Propylene, Diene, and Terpolymer) with a resilient urethane foam core. Head and sill weather seals are flap type sheet rubber EPDM (Ethylene, Propylene, Diene, and Terpolymer).
- OUR FRAMED DROP-IN OPERATORS ARE FACTORY FABRICATED AND COMPLETE- Dual electric motor operators, per each half group of door sections. Each operator (synchronized) drives a double flange steel wheel on the bottom rail, with integral brake and emergency (quick disconnect) manual operation capability, factory installed in the drop-in framed operator assembly. The pre-wired control panel assembly is mounted just above the operator assembly in a recess pan. Controls include magnetic reversing starters, thermal overload protection, control circuit transformer, relays, lockable disconnect switch, and NEMA 4 enclosure. Electrical is 480 VAC, 60 Hz, 3 phase, with 24 VDC controls.



- Pushbutton stations, factory installed. NOTE: THE PUSHBUTTONS ARE LOCATED ABOVE EACH OPERATOR. . .WHEN OPERATING THE DOOR TO IT'S OPEN POSITION. . .IT IS RECOMMENDED TO USE THE OPERATOR CLOSEST TO THE WING PANEL AT THE JAMB. THIS GIVES THE PERSONNEL OPERATING THE DOOR A NEAR THAT EDGE OF THE DOOR TO ENSURE A CLEAR PATH AS THE DOOR MOVES TO ITS OPEN POSITION. OPERATING THE DOOR TO THE CLOESD POSITON, AGAIN, THE PERSONNEL SHOULD OPERATE THE DOOR AT THE OPERATOR THAT WOULD BE CLOSEST TO THE CENTER OF THE DOOR OPENING WHEN IN ITS CLOSED POSITION. AGAIN, THIS GIVES THE PERSONNEL OERATING THE DOOR THE CLEAR VIEW OF THE DOOR PATH AS IT MOVES IN THAT DIRECTION.

- Electrical feed rail system (4-conductor) used to bring incoming electrical power to the power operated panels.

- Remaining electrical components included and shipped loose are:

- o Exterior mounted electrical recess pan for the junction box with the mounted open and close limit switches.

- o Run of conduit with fittings.

- Run for the high voltage incoming electrical power.

- Run for the control low voltage wiring to the limit switches.

- o Wire raceways. . .high voltage and numbered to fit the corresponding circuits in the pre-wired control panel and junction boxes.

- o Wire raceways. . .low voltage and numbered to fit the corresponding circuits in the pre-wired control panel and junction boxes.

- Open and close limit switches will have their SO Cords \*(note: all SO cord to be white) attached shipped loose including the cam assemblies.

- End of travel bumpers, tractor pulls and track cleaners.

- Upper and lower trained panel hinges.

- All steel is painted using our shop standard fast-dry gray structural steel primer.

- Interface/shop drawings with PE calculations report. . . electronic set: hard copies available upon request.

- Door installation instructions.

- Operation and maintenance manuals.

- Manufacturers standard warranty.

Manually operated swing doors at jambs includes (Per our standard design):

- The door sections fabricated of A-36 structural steel vertical and horizontal frame members, bracing with sheeting support girts, shipped in factory fabricated section assemblies.



**SH-18- HI100- Sky Harbour (2025) Hangar Door Scope- (All locations except ORL)**

**OPTION C- ALTERNATE**

**H-Series, Model HI100, Independently Operated, Four-Panel Trained, bottom rolling hangar door system. Scope below:**

One (1), H - Series, Model HI100: One-section (1), independently operated, bottom rolling hangar door to fit a rough opening 114'-0" wide by 30'-0" high.

Note: Our door system will come to the jobsite in factory fabricated sub-section assemblies with the weather seals attached. Our bottom rail assemblies are factory jigged and welded with no need for pre-cast thread rod or bolts. In addition, our top track assemblies are manufactured the same way, leaving little field work and ensuring accurate field locations.

H-Series, Model HI100: Bottom Rolling Hangar Door Specification:

- o Meets 115 mph, 3-Second Gust, Exposure C wind load. Meets enclosed-building wind load criteria for the project location in the closed position (detailed loading information will be provided with each submittal drawing set) and L/120 deflection criteria per International Building Code for flexible cladding.
- o Meets 8.0 psf (ASD) operating wind load.
- o Electrical rating: Incoming power for hangar door - 480vac, 3 phase, 60 Hz. Interior - NEMA 4
- o Door operation speed: 45 feet per minute.
- o Horsepower: (dual operators - synchronized) - 1.50
- o Door section size (4 trained panels per section): Structural Steel 10" thick – 136'-2" wide by 30'-3 3/4" high.
- o Trained door section weight without sheeting = 24,000 lbs.
- o Trained door section weight sheeted = 32,000 lbs. (Est. door section weight sheeted (by others) exterior using 26 gauge 1 1/4" profile corrugated sheeting.)

This hangar door proposal includes (Per our standard design):

- The door sections fabricated of A-36 structural steel vertical and horizontal frame members, bracing with sheeting support girts, shipped in factory fabricated sub-section assemblies.



- Included in each door section are two (2) rough framed openings at 4'-4 1/4" wide by 20'-4 1/4" high for windows (windows, framing and related hardware by others). \*Note: Verify opening size.
- Telescoping top roller assemblies designed to accommodate deflections up to - 6" down and 5" up.
- Top guide track ONE GUIDE SYSTEM (full width of the door opening), W4x13 wide flange beams, with cross bracing, in factory fabricated sub-assemblies, each sub-assembly is 39'-10" long with cross bracing welded to the top guide tracks every 5-feet on center. Note: Bottom of building top track support steel - Locate 31'-6" elevation from top of bottom rail/finish floor.
- Weather screen drop panels (Soffit by Others).
- Solid steel 11 1/2-inch bottom wheel assemblies with tapered roller bearings, 10 3/4-inch tread diameter, factory installed.
- Bottom rails SINGLE RAIL SYSTEM (full width of the door opening), 20 pounds per yard, with cross ties and leveling anchors, in factory fabricated sub-assemblies, each sub-assembly is 29'-10" long with cross ties welded to the rails every 5-feet on center.
- INCLUDES the bottom rail grouting forms. . . Used to provide proper grout at rail head for second pour of concrete.
- Weather seals on vertical edges, sill and head all attached at the factory. Vertical weather seals are a bulb type sheet rubber EPDM (Ethylene, Propylene, Diene, and Terpolymer) with a resilient urethane foam core. Head and sill weather seals are flap type sheet rubber EPDM (Ethylene, Propylene, Diene, and Terpolymer).
- OUR FRAMED DROP-IN OPERATOR IS FACTORY FABRICATED AND COMPLETE- Electric motor operator (USING SOFT STARTS) which drives a double flange steel wheel on the bottom rail, with integral brake and emergency (QUICK DISCONNECT) manual operation capability. The pre-wired control panel assembly (WITH LOCKABLE DISCONNECT SWITCH) is mounted just above the operator assembly in a recess pan. Controls include magnetic reversing starters, thermal overload protection, control circuit transformer, relays, lockable disconnect switch, and NEMA 4 enclosure. Electrical is 480 VAC, 60 Hz, 3 phase, with 24 VDC controls. \*Note: Verify incoming power.
- Pushbutton stations, factory installed.
- Electrical feed rail system (4-conductor) used to bring incoming electrical power to the power operated panel.
- Remaining electrical components included and shipped loose are:
  - o Exterior mounted electrical recess pan for the junction box with the mounted open and close limit switches.
  - o Run of conduit with fittings.
  - Run for the high voltage incoming electrical power.
  - Run for the control low voltage wiring to the limit switches.



o Wire raceways. . .high voltage and numbered to fit the corresponding circuits in the pre-wired control panel and junction boxes.

o Wire raceways. . .low voltage and numbered to fit the corresponding circuits in the pre-wired control panel and junction boxes.

- Open and close limit switches will have their SO Cords \*(note: all SO cord to be white) attached shipped loose including the cam assemblies.

- End of travel bumpers, tractor pulls and track cleaners.

- Upper and lower trained panel hinges.

- All steel is painted using our shop standard fast-dry gray structural steel primer.

- Interface/shop drawings with PE calculations report. . . electronic set: hard copies available upon request.

- Door installation instructions.

- Operation and maintenance manuals.

- Manufacturers standard warranty.

**EXHIBIT C – Material and Installation Pricing Schedule**

| Total Unit Quantity Per Calendar Year | SH-37 Base (per unit)                                  |                                       |                                  |
|---------------------------------------|--------------------------------------------------------|---------------------------------------|----------------------------------|
|                                       | Material Pricing Schedule (Excludes Freight and Taxes) |                                       |                                  |
|                                       | Material Sale Price (per unit)*                        | Installation Base Price (per unit) ** | Material Qty Discount (per unit) |
| 1-4: Non-Discounted Price*            | \$293,516.00                                           | \$80,000.00                           | \$0.00                           |
| 5-9                                   | \$284,516.00                                           | \$80,000.00                           | -\$9,000.00                      |
| 10-14                                 | \$275,016.00                                           | \$80,000.00                           | -\$18,500.00                     |
| 15-19                                 | \$270,016.00                                           | \$80,000.00                           | -\$23,500.00                     |
| 20+                                   | \$266,516.00                                           | \$80,000.00                           | -\$27,000.00                     |

| Total Unit Quantity Per Calendar Year | SH-37 High Wind Load (per unit)                        |                                       |                                  |
|---------------------------------------|--------------------------------------------------------|---------------------------------------|----------------------------------|
|                                       | Material Pricing Schedule (Excludes Freight and Taxes) |                                       |                                  |
|                                       | Material Sale Price (per unit)*                        | Installation Base Price (per unit) ** | Material Qty Discount (per unit) |
| 1-4: Non-Discounted Price*            | \$378,784.00                                           | \$80,000.00                           | \$0.00                           |
| 5-9                                   | \$366,784.00                                           | \$80,000.00                           | -\$12,000.00                     |
| 10-14                                 | \$354,784.00                                           | \$80,000.00                           | -\$24,000.00                     |
| 15-19                                 | \$348,284.00                                           | \$80,000.00                           | -\$30,500.00                     |
| 20+                                   | \$343,784.00                                           | \$80,000.00                           | -\$35,000.00                     |

| Total Unit Quantity Per Calendar Year | SH-18 ATC200 (per unit)                                |                                       |                                  |
|---------------------------------------|--------------------------------------------------------|---------------------------------------|----------------------------------|
|                                       | Material Pricing Schedule (Excludes Freight and Taxes) |                                       |                                  |
|                                       | Material Sale Price (per unit)*                        | Installation Base Price (per unit) ** | Material Qty Discount (per unit) |
| 1-4: Non-Discounted Price*            | \$163,619.00                                           | \$65,000.00                           | \$0.00                           |
| 5-9                                   | \$158,119.00                                           | \$65,000.00                           | -\$5,500.00                      |
| 10-14                                 | \$153,119.00                                           | \$65,000.00                           | -\$10,500.00                     |
| 15-19                                 | \$150,119.00                                           | \$65,000.00                           | -\$13,500.00                     |
| 20+                                   | \$148,619.00                                           | \$65,000.00                           | -\$15,000.00                     |

| Total Unit Quantity Per Calendar Year | SH-18 HI100 (per unit)                                 |                                       |                                  |
|---------------------------------------|--------------------------------------------------------|---------------------------------------|----------------------------------|
|                                       | Material Pricing Schedule (Excludes Freight and Taxes) |                                       |                                  |
|                                       | Material Sale Price (per unit)*                        | Installation Base Price (per unit) ** | Material Qty Discount (per unit) |
| 1-4: Non-Discounted Price*            | \$150,697.00                                           | \$65,000.00                           | \$0.00                           |
| 5-9                                   | \$145,697.00                                           | \$65,000.00                           | -\$5,000.00                      |
| 10-14                                 | \$141,197.00                                           | \$65,000.00                           | -\$9,500.00                      |
| 15-19                                 | \$138,697.00                                           | \$65,000.00                           | -\$12,000.00                     |
| 20+                                   | \$137,197.00                                           | \$65,000.00                           | -\$13,500.00                     |

**Note:**

\*All orders and invoices will be based on the non-discounted material sale price.

\*\*Installation Base Price is for non-union, non-prevailing wage labor. Projects requiring Union, Prevailing Wage, Davis Bacon, or other site-specific labor agreements are not included and will be subject to additional costs which are the responsibility of the buyer.

**EXHIBIT D – Material Leadtime Schedule**

| <b>Activity</b>                            | <b>First Unit Produced of<br/>Each Model<br/>(Weeks)</b> | <b>Repeat Units<br/>of Each Model<br/>(Weeks)</b> |
|--------------------------------------------|----------------------------------------------------------|---------------------------------------------------|
| <b>Order Review and Acceptance</b>         | 1                                                        | 1                                                 |
| <b>Submittal of Design Drawings</b>        | 3                                                        | 1                                                 |
| <b>Sky Harbour Initial Approval</b>        | 2                                                        | 2                                                 |
| <b>Revise and Resubmit</b>                 | 1                                                        | 0                                                 |
| <b>Sky Harbour Final Approval</b>          | 1                                                        | 0                                                 |
| <b>Drawings for Production</b>             | 2                                                        | 1                                                 |
| <b>Quality Control Review</b>              | 0.5                                                      | 0.5                                               |
| <b>Bill of Material Data Input</b>         | 0.5                                                      | 0.5                                               |
| <b>Supply Chain (material procurement)</b> | 7                                                        | 4                                                 |
| <b>Manufacturing</b>                       | 2.5                                                      | 1.5                                               |
| <b>Ship Time</b>                           | 0.75                                                     | 0.75                                              |
|                                            |                                                          |                                                   |
| <b>Total</b>                               | <b>21.25</b>                                             | <b>12.25</b>                                      |

## **EXHIBIT E – Installation Scope of Work**

Hangar Door Installation for Hangar Doors SH-37, SH-18: Each hangar and hangar door opening must be ready to except the new hangar door. This Installation SOW is intended for a non-union labor, non-prevailing wage labor proposal. Proposals for projects requiring Union, Prevailing Wage, Davis Bacon, or other site-specific labor agreements are not included and may be subject to additional terms and costs, all of which are the responsibility of Buyer. Each Hangar building and hangar door opening must be ready for installation.

### **Hangar Door Installation:**

1. One (1) mobilization per site is included, complete door system to be installed including bottom tracks, coordination of concrete to be coordinated with door installation schedule.
2. Setting the bottom rail assemblies and attaching the bottom rail forms.
  - a. After bottom rails are set with the rail forms attached, the second pour of concrete can be made by the concrete contractor.
3. Top track installation.
4. Door sections and weather screen assembly including installation.
5. Installation of the white draped S/O cord and feed rail system.
6. Locating and setting the open and close limit switches.
7. Door testing and final adjustments made if electrical wiring is complete by electrical contractor.
8. Training (qualified personnel...door operation and door maintenance.)
9. Includes all tools, lifting equipment and manlifts.

### **Exclusions (including, as applicable, related costs and expenses thereto):**

1. Unloading the material being supplied (if delivered prior to installation).
2. Building top track support structure.
3. Preparation of the building opening.
4. Bottom rails second pour of concrete
5. Electrical hook up and installation of the electrical conduit runs (by electrical contractor):
  - a. Field wiring to the provided end feed on the electrical feed boxes located at the top track assemblies.
6. Interior and exterior sheeting with insulation with corrugated translucent sheeting...
7. Finish paint including and touch-up of the factory finish (if required).
8. Soffit panels if required.
9. Rail heat and drains
10. Any additional insurance or bonds
11. Any state/local contractor or subcontractor licenses
12. Any site-specific permits of FAA fillings

**EXHIBIT F – Discount Pricing Credit Application Models****SH-37 Credit Application Model**

| Unit # Delivered (Any Combination of Models outline in contract Scope) | Credit Applied to Account Once Delivered Units Qty is reached (Posted within 30days of unit delivery) |                                   |                                    |                                    |                                    |
|------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|-----------------------------------|------------------------------------|------------------------------------|------------------------------------|
|                                                                        | Credit Applied at time of order (as applicable)                                                       | Credit once 5 Units are Delivered | Credit once 10 Units are Delivered | Credit once 15 Units are Delivered | Credit once 20 Units are Delivered |
| 1                                                                      | \$0.00                                                                                                | -\$9,000.00                       | -\$9,500.00                        | -\$5,000.00                        | -\$3,500.00                        |
| 2                                                                      | \$0.00                                                                                                | -\$9,000.00                       | -\$9,500.00                        | -\$5,000.00                        | -\$3,500.00                        |
| 3                                                                      | \$0.00                                                                                                | -\$9,000.00                       | -\$9,500.00                        | -\$5,000.00                        | -\$3,500.00                        |
| 4                                                                      | \$0.00                                                                                                | -\$9,000.00                       | -\$9,500.00                        | -\$5,000.00                        | -\$3,500.00                        |
| 5                                                                      | -\$9,000.00                                                                                           | \$0.00                            | -\$9,500.00                        | -\$5,000.00                        | -\$3,500.00                        |
| 6                                                                      | -\$9,000.00                                                                                           | \$0.00                            | -\$9,500.00                        | -\$5,000.00                        | -\$3,500.00                        |
| 7                                                                      | -\$9,000.00                                                                                           | \$0.00                            | -\$9,500.00                        | -\$5,000.00                        | -\$3,500.00                        |
| 8                                                                      | -\$9,000.00                                                                                           | \$0.00                            | -\$9,500.00                        | -\$5,000.00                        | -\$3,500.00                        |
| 9                                                                      | -\$9,000.00                                                                                           | \$0.00                            | -\$9,500.00                        | -\$5,000.00                        | -\$3,500.00                        |
| 10                                                                     | -\$18,500.00                                                                                          | \$0.00                            | \$0.00                             | -\$5,000.00                        | -\$3,500.00                        |
| 11                                                                     | -\$18,500.00                                                                                          | \$0.00                            | \$0.00                             | -\$5,000.00                        | -\$3,500.00                        |
| 12                                                                     | -\$18,500.00                                                                                          | \$0.00                            | \$0.00                             | -\$5,000.00                        | -\$3,500.00                        |
| 13                                                                     | -\$18,500.00                                                                                          | \$0.00                            | \$0.00                             | -\$5,000.00                        | -\$3,500.00                        |
| 14                                                                     | -\$18,500.00                                                                                          | \$0.00                            | \$0.00                             | -\$5,000.00                        | -\$3,500.00                        |
| 15                                                                     | -\$23,500.00                                                                                          | \$0.00                            | \$0.00                             | \$0.00                             | -\$3,500.00                        |
| 16                                                                     | -\$23,500.00                                                                                          | \$0.00                            | \$0.00                             | \$0.00                             | -\$3,500.00                        |
| 17                                                                     | -\$23,500.00                                                                                          | \$0.00                            | \$0.00                             | \$0.00                             | -\$3,500.00                        |
| 18                                                                     | -\$23,500.00                                                                                          | \$0.00                            | \$0.00                             | \$0.00                             | -\$3,500.00                        |
| 19                                                                     | -\$23,500.00                                                                                          | \$0.00                            | \$0.00                             | \$0.00                             | -\$3,500.00                        |
| 20                                                                     | -\$27,000.00                                                                                          | \$0.00                            | \$0.00                             | \$0.00                             | \$0.00                             |

**SH-37 High Wind Load Credit Application Model**

| Unit # Delivered (Any Combination of Models outline in contract Scope) | Credit Applied to Account Once Delivered Units Qty is reached (Posted within 30days of unit delivery) |                                   |                                    |                                    |                                    |
|------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|-----------------------------------|------------------------------------|------------------------------------|------------------------------------|
|                                                                        | Credit Applied at time of order (as applicable)                                                       | Credit once 5 Units are Delivered | Credit once 10 Units are Delivered | Credit once 15 Units are Delivered | Credit once 20 Units are Delivered |
| 1                                                                      | \$0.00                                                                                                | -\$12,000.00                      | -\$12,000.00                       | -\$6,500.00                        | -\$4,500.00                        |
| 2                                                                      | \$0.00                                                                                                | -\$12,000.00                      | -\$12,000.00                       | -\$6,500.00                        | -\$4,500.00                        |
| 3                                                                      | \$0.00                                                                                                | -\$12,000.00                      | -\$12,000.00                       | -\$6,500.00                        | -\$4,500.00                        |
| 4                                                                      | \$0.00                                                                                                | -\$12,000.00                      | -\$12,000.00                       | -\$6,500.00                        | -\$4,500.00                        |
| 5                                                                      | -\$12,000.00                                                                                          | \$0.00                            | -\$12,000.00                       | -\$6,500.00                        | -\$4,500.00                        |
| 6                                                                      | -\$12,000.00                                                                                          | \$0.00                            | -\$12,000.00                       | -\$6,500.00                        | -\$4,500.00                        |
| 7                                                                      | -\$12,000.00                                                                                          | \$0.00                            | -\$12,000.00                       | -\$6,500.00                        | -\$4,500.00                        |
| 8                                                                      | -\$12,000.00                                                                                          | \$0.00                            | -\$12,000.00                       | -\$6,500.00                        | -\$4,500.00                        |
| 9                                                                      | -\$12,000.00                                                                                          | \$0.00                            | -\$12,000.00                       | -\$6,500.00                        | -\$4,500.00                        |
| 10                                                                     | -\$24,000.00                                                                                          | \$0.00                            | \$0.00                             | -\$6,500.00                        | -\$4,500.00                        |
| 11                                                                     | -\$24,000.00                                                                                          | \$0.00                            | \$0.00                             | -\$6,500.00                        | -\$4,500.00                        |
| 12                                                                     | -\$24,000.00                                                                                          | \$0.00                            | \$0.00                             | -\$6,500.00                        | -\$4,500.00                        |
| 13                                                                     | -\$24,000.00                                                                                          | \$0.00                            | \$0.00                             | -\$6,500.00                        | -\$4,500.00                        |
| 14                                                                     | -\$24,000.00                                                                                          | \$0.00                            | \$0.00                             | -\$6,500.00                        | -\$4,500.00                        |
| 15                                                                     | -\$30,500.00                                                                                          | \$0.00                            | \$0.00                             | \$0.00                             | -\$4,500.00                        |
| 16                                                                     | -\$30,500.00                                                                                          | \$0.00                            | \$0.00                             | \$0.00                             | -\$4,500.00                        |
| 17                                                                     | -\$30,500.00                                                                                          | \$0.00                            | \$0.00                             | \$0.00                             | -\$4,500.00                        |
| 18                                                                     | -\$30,500.00                                                                                          | \$0.00                            | \$0.00                             | \$0.00                             | -\$4,500.00                        |
| 19                                                                     | -\$30,500.00                                                                                          | \$0.00                            | \$0.00                             | \$0.00                             | -\$4,500.00                        |
| 20                                                                     | -\$35,000.00                                                                                          | \$0.00                            | \$0.00                             | \$0.00                             | \$0.00                             |

**SH-18 ATC200 Credit Application Model**

| Unit # Delivered (Any Combination of Models outline in contract Scope) | Credit Applied to Account Once Delivered Units Qty is reached (Posted within 30days of unit delivery) |                                   |                                    |                                    |                                    |
|------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|-----------------------------------|------------------------------------|------------------------------------|------------------------------------|
|                                                                        | Credit Applied at time of order (as applicable)                                                       | Credit once 5 Units are Delivered | Credit once 10 Units are Delivered | Credit once 15 Units are Delivered | Credit once 20 Units are Delivered |
| 1                                                                      | \$0.00                                                                                                | -\$5,500.00                       | -\$5,000.00                        | -\$3,000.00                        | -\$1,500.00                        |
| 2                                                                      | \$0.00                                                                                                | -\$5,500.00                       | -\$5,000.00                        | -\$3,000.00                        | -\$1,500.00                        |
| 3                                                                      | \$0.00                                                                                                | -\$5,500.00                       | -\$5,000.00                        | -\$3,000.00                        | -\$1,500.00                        |
| 4                                                                      | \$0.00                                                                                                | -\$5,500.00                       | -\$5,000.00                        | -\$3,000.00                        | -\$1,500.00                        |
| 5                                                                      | -\$5,500.00                                                                                           | \$0.00                            | -\$5,000.00                        | -\$3,000.00                        | -\$1,500.00                        |
| 6                                                                      | -\$5,500.00                                                                                           | \$0.00                            | -\$5,000.00                        | -\$3,000.00                        | -\$1,500.00                        |
| 7                                                                      | -\$5,500.00                                                                                           | \$0.00                            | -\$5,000.00                        | -\$3,000.00                        | -\$1,500.00                        |
| 8                                                                      | -\$5,500.00                                                                                           | \$0.00                            | -\$5,000.00                        | -\$3,000.00                        | -\$1,500.00                        |
| 9                                                                      | -\$5,500.00                                                                                           | \$0.00                            | -\$5,000.00                        | -\$3,000.00                        | -\$1,500.00                        |
| 10                                                                     | -\$10,500.00                                                                                          | \$0.00                            | \$0.00                             | -\$3,000.00                        | -\$1,500.00                        |
| 11                                                                     | -\$10,500.00                                                                                          | \$0.00                            | \$0.00                             | -\$3,000.00                        | -\$1,500.00                        |
| 12                                                                     | -\$10,500.00                                                                                          | \$0.00                            | \$0.00                             | -\$3,000.00                        | -\$1,500.00                        |
| 13                                                                     | -\$10,500.00                                                                                          | \$0.00                            | \$0.00                             | -\$3,000.00                        | -\$1,500.00                        |
| 14                                                                     | -\$10,500.00                                                                                          | \$0.00                            | \$0.00                             | -\$3,000.00                        | -\$1,500.00                        |
| 15                                                                     | -\$13,500.00                                                                                          | \$0.00                            | \$0.00                             | \$0.00                             | -\$1,500.00                        |
| 16                                                                     | -\$13,500.00                                                                                          | \$0.00                            | \$0.00                             | \$0.00                             | -\$1,500.00                        |
| 17                                                                     | -\$13,500.00                                                                                          | \$0.00                            | \$0.00                             | \$0.00                             | -\$1,500.00                        |
| 18                                                                     | -\$13,500.00                                                                                          | \$0.00                            | \$0.00                             | \$0.00                             | -\$1,500.00                        |
| 19                                                                     | -\$13,500.00                                                                                          | \$0.00                            | \$0.00                             | \$0.00                             | -\$1,500.00                        |
| 20                                                                     | -\$15,000.00                                                                                          | \$0.00                            | \$0.00                             | \$0.00                             | \$0.00                             |

**SH-18 HI100 Credit Application Model**

| <b>Unit # Delivered (Any Combination of Models outline in contract Scope)</b> | <b>Credit Applied to Account Once Delivered Units Qty is reached (Posted within 30days of unit delivery)</b> |                                          |                                           |                                           |                                           |
|-------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|------------------------------------------|-------------------------------------------|-------------------------------------------|-------------------------------------------|
|                                                                               | <b>Credit Applied at time of order (as applicable)</b>                                                       | <b>Credit once 5 Units are Delivered</b> | <b>Credit once 10 Units are Delivered</b> | <b>Credit once 15 Units are Delivered</b> | <b>Credit once 20 Units are Delivered</b> |
| <b>1</b>                                                                      | \$0.00                                                                                                       | -\$5,000.00                              | -\$4,500.00                               | -\$2,500.00                               | -\$1,500.00                               |
| <b>2</b>                                                                      | \$0.00                                                                                                       | -\$5,000.00                              | -\$4,500.00                               | -\$2,500.00                               | -\$1,500.00                               |
| <b>3</b>                                                                      | \$0.00                                                                                                       | -\$5,000.00                              | -\$4,500.00                               | -\$2,500.00                               | -\$1,500.00                               |
| <b>4</b>                                                                      | \$0.00                                                                                                       | -\$5,000.00                              | -\$4,500.00                               | -\$2,500.00                               | -\$1,500.00                               |
| <b>5</b>                                                                      | -\$5,000.00                                                                                                  | \$0.00                                   | -\$4,500.00                               | -\$2,500.00                               | -\$1,500.00                               |
| <b>6</b>                                                                      | -\$5,000.00                                                                                                  | \$0.00                                   | -\$4,500.00                               | -\$2,500.00                               | -\$1,500.00                               |
| <b>7</b>                                                                      | -\$5,000.00                                                                                                  | \$0.00                                   | -\$4,500.00                               | -\$2,500.00                               | -\$1,500.00                               |
| <b>8</b>                                                                      | -\$5,000.00                                                                                                  | \$0.00                                   | -\$4,500.00                               | -\$2,500.00                               | -\$1,500.00                               |
| <b>9</b>                                                                      | -\$5,000.00                                                                                                  | \$0.00                                   | -\$4,500.00                               | -\$2,500.00                               | -\$1,500.00                               |
| <b>10</b>                                                                     | -\$9,500.00                                                                                                  | \$0.00                                   | \$0.00                                    | -\$2,500.00                               | -\$1,500.00                               |
| <b>11</b>                                                                     | -\$9,500.00                                                                                                  | \$0.00                                   | \$0.00                                    | -\$2,500.00                               | -\$1,500.00                               |
| <b>12</b>                                                                     | -\$9,500.00                                                                                                  | \$0.00                                   | \$0.00                                    | -\$2,500.00                               | -\$1,500.00                               |
| <b>13</b>                                                                     | -\$9,500.00                                                                                                  | \$0.00                                   | \$0.00                                    | -\$2,500.00                               | -\$1,500.00                               |
| <b>14</b>                                                                     | -\$9,500.00                                                                                                  | \$0.00                                   | \$0.00                                    | -\$2,500.00                               | -\$1,500.00                               |
| <b>15</b>                                                                     | -\$12,000.00                                                                                                 | \$0.00                                   | \$0.00                                    | \$0.00                                    | -\$1,500.00                               |
| <b>16</b>                                                                     | -\$12,000.00                                                                                                 | \$0.00                                   | \$0.00                                    | \$0.00                                    | -\$1,500.00                               |
| <b>17</b>                                                                     | -\$12,000.00                                                                                                 | \$0.00                                   | \$0.00                                    | \$0.00                                    | -\$1,500.00                               |
| <b>18</b>                                                                     | -\$12,000.00                                                                                                 | \$0.00                                   | \$0.00                                    | \$0.00                                    | -\$1,500.00                               |
| <b>19</b>                                                                     | -\$12,000.00                                                                                                 | \$0.00                                   | \$0.00                                    | \$0.00                                    | -\$1,500.00                               |
| <b>20</b>                                                                     | -\$13,500.00                                                                                                 | \$0.00                                   | \$0.00                                    | \$0.00                                    | \$0.00                                    |

**EXHIBIT G – CRU Pricing Escalation Plan**

| <b>CRU Pricing Escalator</b>                                                                                                               |                           |                                 |
|--------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|---------------------------------|
| Index Reference: <a href="https://www.barchart.com/futures/quotes/HV*0/overview">https://www.barchart.com/futures/quotes/HV*0/overview</a> |                           |                                 |
| <b>CRU change %</b>                                                                                                                        | <b>Adjusted CRU index</b> | <b>% of Door Material Price</b> |
| <b>&lt;-55%</b>                                                                                                                            | <b>TBD</b>                | <b>0.25*(CRU change %)</b>      |
| -55%                                                                                                                                       | 402                       | -13.8%                          |
| -45%                                                                                                                                       | 491                       | -11.3%                          |
| -35%                                                                                                                                       | 580                       | -8.8%                           |
| -25%                                                                                                                                       | 670                       | -6.3%                           |
| -15%                                                                                                                                       | 759                       | -3.8%                           |
| <b>0%</b>                                                                                                                                  | <b>893</b>                | <b>0.0%</b>                     |
|                                                                                                                                            | <b>Set on Quote Date</b>  |                                 |
| 15%                                                                                                                                        | 1027                      | 3.8%                            |
| 25%                                                                                                                                        | 1116                      | 6.3%                            |
| 35%                                                                                                                                        | 1206                      | 8.8%                            |
| 45%                                                                                                                                        | 1295                      | 11.3%                           |
| 55%                                                                                                                                        | 1384                      | 13.8%                           |
| <b>&gt;55%</b>                                                                                                                             | <b>TBD</b>                | <b>0.25*(CRU change %)</b>      |

**EXHIBIT H – Limited Warranty**

**[Attached]**



Senneca Holdings  
9075 Centre Pointe Drive, Suite 100  
West Chester, OH 45069  
[www.senneca.com](http://www.senneca.com) | [contactus@senneca.com](mailto:contactus@senneca.com)

#### LIMITED WARRANTY

Door Engineering and Manufacturing, LLC (hereby referred to as Company) warrants that all products manufactured by it shall be free from defects in materials and workmanship for a period up to five (5) years from thirty (30) days of the date of shipment of product from Company. Company's obligation under said warranty is to cover the door and mechanical components for five (5) years, liquid & prime paint one (1) year (excluding fading and normal wear per paint manufacturers guidelines), electrical and safety components for one (1) year, weather seals and brake pads for one (1) year, and labor for one (1) year. Materials will be covered in the repair or replacement of products proven to be defective in material or workmanship.

Under said warranty, Company must receive back supposed defective part within thirty (30) days of discovery and allowed to properly investigate part to determine if defective. If said part is proven to not be defective, said warranty will not be applicable and Partner will be responsible for all costs incurred. Said warranty excludes any materials which require repair or replacement due to normal wear and operation or abuse.

This limited warranty excludes any Product defects or failures caused after shipment by:

- Improper installation (including, without limitation, misalignment),
- Use in improper applications or conditions or in conjunction with improper materials (including, without limitation, improper lubricants, pastes, solvents or sealants),
- Contact with aggressive chemical agents,
- Structural shifting of building,
- U.V. degradation,
- Failure to adhere to Company's instructions concerning the proper handling, installation, and use of the Product,
- Failure to adhere to applicable standards set forth by local laws, codes, or regulations and the applicable industry standards, or
- Any other improper activities not listed above or damage caused by the fault or negligence of anyone other than Company.

It is the customer's responsibility to properly maintain the doors per the manufacturers Operation and Maintenance manual with supporting service documents. This includes regular service intervals, washing of the door system (mild detergent and indirect pressure), keeping them free of contaminants and chemicals, maintaining all caulking, seam seals, and touching up of scratches, nicks, or abrasions. Any areas being touched up larger than ¼" requires notification within 10 days of discovery.

#### LIMITATION OF LIABILITY

THE WARRANTIES IN THIS LIMITED WARRANTY ARE THE ONLY WARRANTIES APPLICABLE TO THE PRODUCTS. THERE ARE NO OTHER WARRANTIES, REPRESENTATIONS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE PRODUCTS SUPPLIED HEREUNDER INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL SUCH WARRANTIES ARE HEREBY SPECIFICALLY DISCLAIMED COMPANY SHALL NOT BE LIABLE IN THIS RESPECT NOTWITHSTANDING COMPANY'S ACTUAL KNOWLEDGE OF THE PRODUCT'S INTENDED USE OR ANY ADVICE OR REPRESENTATIONS THAT MAY HAVE BEEN RENDERED BY DOOR ENGINEERING CONCERNING THE DESIGN, MANUFACTURE, FABRICATION, SALE, USE, INSTALLATION OR PROVISION OF THE PRODUCTS. NO STATEMENT,



Senneca Holdings  
9075 Centre Pointe Drive, Suite 100  
West Chester, OH 45069  
[www.senneca.com](http://www.senneca.com) | [contactus@senneca.com](mailto:contactus@senneca.com)

CONDUCT OR DESCRIPTION BY COMPANY OR ITS REPRESENTATIVES, IN ADDITION TO OR BEYOND THIS LIMITED WARRANTY, SHALL CONSTITUTE A WARRANTY.

THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF THIS LIMITED WARRANTY, AND THE SOLE AND EXCLUSIVE OBLIGATION OF COMPANY IN RESPECT OF ANY CLAIMS FOR BREACH OF THIS LIMITED WARRANTY, SHALL BE, AT COMPANY'S SOLE DISCRETION, (1) THE REPLACEMENT OF THE SAME TYPE, SIZE AND LIKE QUANTITY OF NON-DEFECTIVE PRODUCT, AT THE ORIGINAL POINT OF DELIVERY, OR CREDIT, OR A COMBINATION THEREOF, FOR THE WHOLESALE PURCHASE PRICE OF THE DEFECTIVE PRODUCT. IN NO EVENT SHALL COMPANY BE LIABLE FOR PERSONAL INJURY, LOST PROFITS, LOSS OF GOODWILL, LOSS OF BUSINESS OPPORTUNITIES, DAMAGE TO REPUTATION, SPECIAL DAMAGES, INDIRECT DAMAGES, DELAY DAMAGES, PUNITIVE DAMAGES, EXEMPLARY DAMAGES, CONSEQUENTIAL DAMAGES OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY COSTS INCURRED IN CONNECTION WITH THE REMOVAL OR REINSTALLATION OF ALLEGEDLY DEFECTIVE PRODUCTS.

#### CLAIMS

Every claim under this warranty shall be void unless it is made in writing and received by Company within thirty (30) days of the date the defect was discovered and, in any event, within one (1) year of the date of invoice. Claims for Product defects that affect the appearance of the Product, such as U.V. degraded Product, however, must be made within thirty (30) days of the date of the receipt of the Product. No claim under this limited warranty will be valid unless (1) proof of purchase with the date thereof as well as a description of the alleged defect in reasonable detail is presented to the satisfaction of Company, (2) written permission and/or a Return Material Authorization (RMA) is obtained from Door Engineering, (3) Company is given an opportunity to inspect the allegedly defective Product and (4) at Company's request, representative samples of the allegedly defective Product are returned to Company in accordance with Company's instructions.

#### GENERAL

In the event that any provision of this limited warranty is held to be illegal or unenforceable by any court of competent jurisdiction, the remaining provisions of this limited warranty shall remain in full force and effect. This limited warranty shall be governed by the laws of the Minnesota, without regard to such state's conflicts of law principles that would require the application of the law of any other jurisdiction. Any and all disputes arising out of or relating to this limited warranty shall be subject to the exclusive jurisdiction of the state or federal courts located in the state of Minnesota or, at Company's sole election, to binding arbitration before a single arbitrator pursuant to the American Arbitration Association's Commercial Dispute Resolution Procedures, with such arbitration to take place in the state of Minnesota. Company reserves the right to revise this Limited Warranty and Limitation of Liability without notice at any time.

This limited warranty may only be modified or altered in a writing signed by the President of Company.