



Meeting Agenda

Town of Orange Community Meeting Room – 235 Warren Street

Tuesday, June 3, 2025

5:15 p.m.

1. Call to Order Chairman Higginbotham.

2. Roll Call:

Chairman Robert Higginbotham
Vice-Chairman Harry C. Mason, Jr.
Mrs. Dana C. Amos
Mr. Pat McAloon

Mr. Kevin Reynolds, Sr.
Mrs. Martha B. Roby
Mr. Steve Sylvia

3. Adoption of agenda.

4. **Public Comment.** *IDA will receive public input from residents and taxpayers of the Town. Citizens are encouraged to sign up prior to the meeting beginning and turn in a/their slip to the Secretary. Please note that Public Comment is limited to 3 minutes per individual.*

5. Consideration of IDA Meeting Minutes of April 16, 2025.

6. Treasurer's Report.

7. Continued Discussion of Criteria for IDA Incentives.

8. Next Meeting – Tuesday, July 1, 2025.

9. Adjournment of Meeting – 6:15 p.m.

It is the purpose of the Industrial Development Authority of the Town of Orange "to promote industry and develop trade...for the benefit of the inhabitants of the Commonwealth, either through the increase of their commerce or through the promotion of their safety, health, welfare, convenience, or prosperity." (Virginia Code § 15.2-4901)

IDA Meeting Minutes
April 16, 2025
Page One

The Town of Orange Industrial Development Authority (IDA) held a meeting at 5:15 p.m., in the Town of Orange Community Meeting Room. Members present were Mrs. Dana C. Amos, Mr. Pat McAloon, Mr. Kevin Reynolds, Sr., and Mrs. Martha B. Roby. Staff members present were: Director of Finance/Treasurer Dianna Gomez, Deputy Town Clerk/Secretary Kimberly Strawser, CZA/CMC, and Town Attorney Catherine Lea. Chairman Robert Higginbotham, Vice-Chairman Harry C. Mason, Jr., and Steve Sylvia were absent.

CALL TO ORDER

Mrs. Martha B. Roby called the meeting to order. The Deputy Town Clerk/Secretary called roll and noted that there was a quorum present.

ADOPTION OF AGENDA

A motion was made by Mr. Reynolds, seconded by Mr. McAloon, to adopt the amended agenda, as presented. On vote, Chairman Higginbotham – absent, Vice-Chairman Mason – absent, Mrs. Amos –aye, Mr. McAloon – aye, Mr. Reynolds – aye, Mrs. Roby – aye, and Mr. Sylvia – absent. The motion carried.

PUBLIC COMMENT

There was no public comment.

CONSIDERATION OF IDA MEETING MINUTES OF MARCH 19, 2025

A motion was made by Mr. McAloon, seconded by Mr. Reynolds, to adopt the meeting minutes of March 19, 2025, as presented. On vote, Chairman Higginbotham – absent, Vice-Chairman Mason – absent, Mrs. Amos –aye, Mr. McAloon – aye, Mr. Reynolds – aye, Mrs. Roby – aye, and Mr. Sylvia – absent. The motion carried.

TREASURER REPORT

The Treasurer reported for the month of March. The Treasurer reported a profit of \$107.00 of interest income an expense of \$23 for supplies. The Treasurer reported that \$105,548 was in the Truist checking account. The Treasurer reported further that there was \$105,000 in the CD at Blue Ridge Bank and \$17,000 was restricted cash for Façade Grants.

Mr. Reynolds asked what the interest rate was on the CD. The Treasurer reported that the rate was 4.2% at Blue Ridge Bank. A brief discussion was held.

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CONSIDERATION/DISCUSSION OF CHANGING THE MEETING DATE OF THE IDA

The Secretary reported that the Economic Development Manager was appointed by Town Council to the County's EDA and they meet on the same day as the IDA. The Secretary stated that Town Council requested that the IDA consider moving their meeting date in order for the Economic Development Manager to be able to attend their IDA meetings.

After discussion, a motion was made by Mrs. Amos, seconded by Mr. McAloon, that the IDA move their meeting date to the first Tuesday of each month at 5:15 p.m. On vote, Chairman Higginbotham – absent, Vice-Chairman Mason – absent, Mrs. Amos –aye, Mr. McAloon – aye, Mr. Reynolds – aye, Mrs. Roby – aye, and Mr. Sylvia – absent. The motion carried.

CONTINUED DISCUSSION OF CRITERIA FOR IDA INCENTIVES

The Town Attorney reported that she provided the IDA with DRAFT incentive/guidelines for their review and discussion.

Mr. Reynolds thanked the Town Attorney for the information. Mr. Reynolds stated to keep the incentive simple, and it would be successful. Mr. Reynolds stated further that he was in support of any new business, in business for a year they would receive \$5,000.

Mr. McAloon stated he agreed with Mr. Reynolds that simple was good. Mr. McAloon requested that the IDA choose one of the proposed incentives provided by the Town Attorney and discuss it further. Mr. McAloon stated that he really liked the job incentive grant and tied that to a certain percentage above the minimum wage.

Mrs. Roby stated that she liked the idea of rewarding a business and was in favor of the job incentive grant.

Mrs. Roby suggested that the Façade Grant amount be increased. The Treasurer stated that it may be possible for the Town to increase their Façade Grant amount, and the IDA would match the amount. The Town Attorney clarified that the IDA may increase the amount of the Façade Grant anytime, that it did not need to be the same amount as offered by the Town.

Mrs. Amos liked the idea of increasing the Job Creation Grant amount from \$1,000 to \$1,500.

After lengthy discussion, it was the consensus of the IDA to have the Town Attorney develop criteria for discussion points for the Job Creation Grant and the New Job Grant for review at their next meeting. The Town Attorney requested that if the IDA had any other input to email her that information.

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NEXT MEETING

The next IDA meeting will be held on Tuesday, May 6th, at 5:15 p.m.

With no further business, the meeting was adjourned at 6:25 p.m.

Kimberly Strawser, CZA/CMC
Deputy Town Clerk/IDA Secretary

Industrial Development Authority
Balance Sheet - Fiscal Year 2025
Apr-25

	4/30/2025	4/30/2025	
	Actual	Budget	Variance
<u>Assets</u>			
Checking	105,501	104,766	735
CD - Blue Ridge Bank (interest end of term)	105,000	105,000	-
Restricted Cash (Façade Grants)	17,000	17,000	-
Total Assets	227,501	226,766	735
<u>Liabilities</u>			
Fund Balance	227,501	226,766	735
Total Liabilities and Fund Balance	227,501	226,766	735

Industrial Development Authority

Profit and Loss - Fiscal Year 2025

Apr-25

	April Actual	April Budget	Variance	YTD Actual	YTD Budget	YTD Variance
<u>Income</u>						
Town of Orange Contributions	0	0	-	75,000	75,000	-
Interest Income	74	0	74	855	0	855
Total Income	74	0	74	75,855	75,000	855
<u>Expenses</u>						
Bank Charges (checks)	0	0	-	0	0	-
Dues & Subscriptions (OCOC)	0	0	-	0	0	-
Freight & Delivery	0	0	-	0	0	-
Insurance	0	0	-	0	0	-
Meals and Entertainment	0	0	-	0	0	-
Façade Grant	0	0	-	2,000	2,000	-
Office Expenses (Canva Subscrip)	120	0	(120)	240	120	(120)
Shipping and delivery expense	0	0	-	0	0	-
Supplies (name plates)	23	23	-	23	23	-
Total Expenses	143	23	-120	2,263	2,143	-120
Net Income	-69	-23	194	73,592	72,857	735



**Continued Discussion of Criteria for IDA Incentives
Tuesday, June 3, 2025
Agenda Item 7**

SUMMARY:

See enclosed memo from the Town Attorney and the DRAFT Incentive packages for review and discussion.

MOTION:

None needed.

MEMORANDUM

TO: IDA Commissioners

FROM: Catherine B. Lea, Town Attorney

DATE: June 3, 2025

RE: Draft Incentive Programs

As a follow-up to the discussion at the last meeting, I have prepared rough drafts for two incentive programs.

These are not completed programs. Please consider the figures and rules not as firm suggestions, but of examples and a compilation of program details drawn from other localities, along with suggestions from commissioners and staff, included to provide a framework for discussion by the IDA toward the development of incentives to promote industry and develop trade within the Town of Orange.

BUSINESS GROWTH GRANT APPLICATION

7-3

PART III - DOCUMENTS

- ☐ Applicant Declaration
- ☐ Form W-9
- ☐ "Articles of Organization" from the Va. SCC
- ☐ Complete Business Plan
- ☐ Current Financial Statements
- ☐ 2-year Financial Projections
- ☐ Narrative, Proposed use of Funds
- ☐ Additional Information/Documentation
(please describe)

DRAFT

APPLICANT CERTIFICATION

The management of _____ is responsible for accuracy of this application and any additional required information. This report is intended for the use of _____ and the Town of Orange IDA.

By my signature below, I certify the following:

I have read and agree to the requirements of the Business Growth Grant Guidelines.

I certify that I am the owner of, or have signatory authority for, _____, for which this grant is being applied.

I understand that grant funds will be distributed as a reimbursement for qualifying business costs that occur after any award of this grant. The applicant must submit evidence of payment made.

I understand any funding for this program is contingent upon adequate appropriations to the IDA from the Town of Orange, Virginia.

I understand that from time to time, I may be required to produce additional documents or other information related to the project that is deemed necessary by the IDA of the Town of Orange to verify the information I provided to obtain IDA funding. .

I understand that we will be required to pay back the IDA grant if our facility closes or substantially ceases operations within one year of the first reimbursement or if the information on this application or any request for reimbursement is found to be deliberately false or inaccurate. This application must be completed in its entirety to be considered for eligibility.

To the fullest extent permissible under Virginia law, the applicant will hold harmless and indemnify the Town of Orange IDA and the Town of Orange, Virginia against all costs, damages, claims, liabilities, expenses, losses, and court costs in the related to any employment upon which this grant is based.

Applicant Signature: _____

Print Name, Title: _____

Date: _____

IDA OF THE TOWN OF ORANGE
BUSINESS GROWTH GRANT GUIDELINES

Purpose:

The Industrial Development Authority of the Town of Orange seeks to encourage new start-up businesses and to support the expansion of existing businesses located within the Town of Orange through developments, improvements, and/or marketing initiatives by providing incentives to businesses located within the Town. This program is fully funded by the IDA of the Town of Orange, which has allocated a total of \$_____ for the program for this fiscal year. Grants may not exceed \$5,000 per business for the year following start-up or expansion of the business.

Eligibility:

Only new and recently established for-profit small businesses and non-profit organizations (in compliance with Va. Code §15.2-4901) with operations or businesses seeking to expand operations located within the Town of Orange are eligible to receive grant funds. Determination of eligibility is at the discretion of the IDA or its designee.

Only businesses with 10 full-time permanent positions are eligible to receive grant funds.

Only those eligible activities entered into and paid for after any award of the grant will qualify for reimbursement. Expense eligibility will be determined by the IDA or its designee.

Proof of residency in the Town of Orange is required for home-based businesses. No residential expenses are eligible for reimbursement.

All recipients are required to enter into a Grant Agreement with the IDA of the Town of Orange.

Applicants must have no outstanding accounts with the Town of Orange and must disclose any outstanding local or state tax or utility liabilities. Units of local, state, or federal government and nonprofit organizations, are not eligible to apply for the Business Growth Grant.

Recipients of the Business Growth Grant may only receive funding one time under the program. No more than two grant applications may be submitted per business principal within a five-year period.

The Business Growth Grant is a matching reimbursement program that requires the applicant to make the initial investment for the full cost of activities; 80% of the eligible costs will be paid as a reimbursement, up to the maximum grant award.

The Business Growth Grant is awarded on a first come, first served basis depending on the availability of allotted funds.

Application Process:

Applications may be submitted at any time during the year and will be reviewed the IDA of the Town of Orange or its designees at the meeting following the submission of a complete application, when funds are available.

Applications must be submitted to:

Town of Orange
Deputy Clerk
235 Warren Street
Orange VA 22960
Email: k.strawser@townoforangeva.gov

Applications may be downloaded from the IDA website at [REDACTED], or obtained from the Deputy Clerk at the above address. Any application which is incomplete or submitted after the deadline will be returned to the Applicant for completion. Applications will be reviewed at the discretion of the IDA, on a first come, first served basis.

Applications must include the following documents:

- Business Growth Application and Applicant Certification
- Completed IRS Form W-9
- Copy of "Articles of Organization" from the Virginia SCC
- Complete business plan
- Current Financial Statements
- 2-year Financial Projections
- Narrative that includes an explanation of use of grant funding
- Two quotes per product/service you will purchase with grant funding

Award Consideration:

Applications will be reviewed by town staff to determine eligibility and completeness, before consideration by the IDA, which will have final say on the status of applications. IDA deliberation will take place in closed session in compliance with Virginia FOIA regulations (Code of Va. §2.2-3700 *et. seq.*), with discussion and awards in open session of that body.

Applications will be evaluated based on current IDA goals and guidelines, at the sole discretion of the IDA.

Award:

After the IDA has completed deliberations on accepted applications, awards will be announced in open meeting and the IDA will authorize funding upon receipt of acceptance documentation. The awardees will be notified of the IDA's decision and must return acceptance documents within 30 days of notification.

Awards are not finalized until the issuance of an award agreement by the IDA outlining the terms, conditions and limitations of this program and authorization is granted to commence grant funded activities.

Awards are calculated based on

Funding:

After the award, the Treasurer will confirm notice to awardees and receipt of Acceptance documentation.

Funding is available until the funding pool has been exhausted each fiscal year as appropriated.

All recipients are required to enter into a Grant Agreement with the IDA of the Town of Orange.

Recipients have 30 days to begin eligible business activities and 90 days to complete them. Extensions for an additional 90 days may be granted on a case-by-case basis. Recipients must submit receipts and proof of payment to the Treasurer in order to receive reimbursement. Recipients have 120 days after award notification to submit reimbursement requests.

Definitions:

“Accepted application” means a submitted application, reviewed by the IDA or its designee for eligibility and completeness, for which no additional information or documentation is required for evaluation. Incomplete applications will be returned to the Applicant with an explanation of additional information or documentation required.

“Applicant” means the entity or business firm that creates the new start-up business or business expansion who is the entity that has those the proposed expenses on their books or deducts the expenses as a business expense under Federal Treasury Regulations for tax purposes (units of local, state, or federal government are not eligible). Where the applicant has a parent company, the parent company is the applicant. *See Eligibility.*

“Business expansion” means the process of growing a company's operations, revenue, market share, and profitability and occurs when a business reaches a point of growth and actively seeks out additional opportunities to generate greater profits. Business expansion involves activities intended to increase sales, production capacity, entering new markets, or diversifying products and services.

“Business firm” means any corporation, partnership, electing small business (subchapter S) corporation, limited liability company, or sole proprietorship authorized to do business in the Commonwealth of Virginia.

“Eligible activities” means those business activities which qualify for reimbursement under the Business Growth Grant. Eligible Activities include:

- Professional and third-party services to assist in establishing a business including legal, financial, accounting, marketing, social media, e-commerce, etc.
- Small scale production/manufacturing equipment, machinery, tools, etc.
- Technology and digital infrastructure (hardware, software, digital platforms, etc.)
- Business furniture and fixtures

Determination of the eligibility of activities for reimbursement is at the discretion of the IDA or its designee.

“Ineligible activities” means those business activities or expenses which do not qualify for reimbursement under the Business Growth Grant. Ineligible Activities are those entered into prior to the grant award and may include but are not limited to:

- Wages, benefits, payroll expenses
- Rent, debt service
- Operating costs (utilities, insurance, etc.)
- Real estate improvements
- Supplies and inventory

- Residential-use furnishings or equipment
- Decorative items (wall art, decor, etc.)

Determination of the ineligibility of activities for reimbursement is at the discretion of the IDA or its designee.

“New start-up businesses” means those businesses that have never previously had a business presence within the corporate limits of the Town of Orange. An individual or entity that previously operated a business within the corporate limits of the Town of Orange under a different business name is excluded from receiving grant funds, unless the new business formed is substantially different (goods sold, services provided, etc.) from the business that previously existed. *See Eligibility.*

“Non-profit organization” means those organizations (other than institutions organized and operated exclusively for religious purposes) which are described in § 501(c)(3) of the Internal Revenue Code of 1954, as amended, and which are exempt from federal income taxation pursuant to § 501(a) of the Internal Revenue Code of 1954, as amended, as defined in Va. Code § 15.2-4901.

Grant Recipient:

Grant Award: \$

Award Agreement Deadline:

Grant Period:

Business Growth Grant Award Agreement

- I. **Complete Agreement:** This grant agreement between the Industrial Development Authority of the Town of Orange (IDA) and the Grant Recipient (Grantee), consisting of this and all additional pages, and those attached hereto, contains the entire agreement between the parties hereto with respect to the transaction contemplated herein and shall supersede all previous oral and written and all contemporaneous oral negotiations, writings, commitments and understandings.
- II. **Notice:** Correspondence between the parties shall be addressed as follows. Grant recipient shall notify Grantor concerning changes to contacts, addresses, etc.:

Industrial Development Authority of the Town of Orange	Grant Recipient:
235 Warren Street	
Orange, VA 22960	
- III. **Purpose of the Grant:** The primary purpose of this grant is to provide supplemental funds as incentive for the establishment new or expanded business activity within the Town of Orange as outlined in the grant recipient's Business Growth Grant Application, as approved by the IDA. To that end the IDA agrees to provide the grant award to the Grantee, subject to the terms and conditions of this agreement.
- IV. **Grant Conditions:** Under the terms of this agreement, the IDA shall provide funds up to the total award listed above for the project based upon the following conditions:
 - a. Funds shall solely be provided as incentive for the establishment new or expanded business activity within the Town of Orange, Virginia
 - b. Grantee has not and shall not assign or convey any rights, benefits, obligations, or liabilities which would interfere with the obligations contained in this Agreement.
- V. **Payment of Grant Funds:** Grantee shall provide all documentation requested by the IDA treasurer to confirm application data and the receipt and payment for eligible service as outlined in the Business Growth Grant Guidelines and approved by the IDA or its designee. This award agreement must be returned by the deadline provided in the award letter or the grant award will be terminated.
- VI. **Reporting Requirements:** Grantee shall, within 120 days of receipt of this award notice, provide the IDA treasurer with a report, complete with copies of all paid invoices and proof of payment of eligible expenses. The IDA will issue payment for up

to the grant award, of up to 80% of all paid invoices, not otherwise provided for by other grants or matching funds provided to Grantee. Portmanteau

- VII. **Unspent Funds:** Any expenses which are not reported to the IDA treasurer within 120 days of receipt of this award notice, even where the full award amount is not reimbursed, will not qualify for reimbursement.
- VIII. **Termination of operations:** If the applicant ceases operations within the Town of Orange within 12 months of the award date, the Recipient must inform the IDA Treasurer within 30 days of the end of operations and shall refund the award amount in full.
- IX. **Non Discrimination:** During the grant period, grantee agrees to comply with all relevant nondiscrimination statutes and authorities, under and related to Title VI of the Civil Rights Act.
- X. **Indemnification:** Grant recipient shall indemnify, defend and hold harmless the Industrial Development Authority of the Town of Orange and the Town of Orange, including without limitation reasonable attorneys' fees and costs, arising from or relating to grantees performance of this agreement or breach thereof of the intentional misconduct or negligent acts of grantee, its employees, agents, contractors or consultants in connection with the project and its obligations under this agreement. This provision shall survive the termination of this agreement.
- XI. **Dual Payment:** Grantee shall not be compensated for work performed under this Agreement if Grantee receives, or will receive, compensation from the State of Oregon, the federal government or from any other source, for the same positions. Any additional funds received through or for activities arising under this Agreement shall immediately be reported to the IDA.
- XII. **Publicity and Acknowledgement:** Any written or printed materials posted by the recipient that publicizes receipt of this award shall include information that the award is provided by the Town of Orange IDA. Recipient agrees that upon receipt of this award, the IDA has permission to upon award of the grant list the business as a grant recipient in media/press releases or other publication in order to encourage participation and to grow the program.
- XIII. **Termination:** Notwithstanding anything to the contrary contained within this agreement, should the grant recipient materially fail to comply with any of the conditions of this agreement, the IDA may, at its reasonable discretion, immediately terminate this grant. In the event of termination, the IDA may cancel any unpaid award amount of the total grant.
- XIV. **Sole Discretion:** The Recipient acknowledges that the award of this grant, or denial thereof, is at the sole discretion of the IDA.
- XV. **Severability:** If any provision of this agreement or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the

remainder of this agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

XVI. Jurisdiction: The Orange County, Virginia Circuit Court shall have sole and exclusive jurisdiction over any dispute arising out of this agreement.

**Industrial Development Authority for
the Town of Orange, Virginia:**

Signed: _____ Date: _____

Robert Higginbotham, Chairman

For Grant Recipient: _____

Signed: _____ Date: _____

Name: _____ Title: _____

DRAFT

IDA OF THE TOWN OF ORANGE
JOB CREATION GRANT APPLICATION

PART I: BACKGROUND INFORMATION	
Legal Name of Business:	
Trading As (if different)	
Date Business began operations in Town	/ /
Federal Employment ID # (FEIN) or SSN	
Activity # (first 3 digits of NAICS Code)	
Physical Address	
Mailing Address, if different	
Type of Job Creation	☐ Expansion of existing firm ☐ New firm (start-up) ☐ Relocation of firm to town ☐ Relocation and expansion of firm
Name of Parent Company (if subsidiary)	
Applicant Contact Name	
Contact Title	
Phone	
Email Address	
PART II – QUALIFYING INFORMATION	
Grant Request Year	2025
Number of PFTP* positions at end of previous year	
Number of new qualifying positions filled during the Request Year	
Number of Grant-Eligible Positions	
PART III - DOCUMENTS	
	☐ Applicant Certification ☐ Form W-9 ☐ Signed Health Benefits Enrollment ☐ W-2 form per qualifying new position or equivalent record documentation ☐ Additional Information/Documentation (please describe)

*PFTP = Permanent Full Time Positions

PART IV: Company Information	
Total Employees in Request Year	
Part Time	
Earning under \$18/hr.	
Earning between \$18/hr. and \$25/hr.	
Seasonal	
Earning under \$18/hr.	
Earning between \$18/hr. and \$25/hr.	
PFTP	
Earning under \$18/hr.	
Earning between \$18/hr. and \$25/hr.	
Earning over \$25/hr.	
PART V: QUALIFYING NEW EMPLOYEES	
Employee 1 Name:	
Last 4 Digits of SSN:	
First Date of Work:	/ /
Last Date of Work in Request Year:	/ /
Offered Health Benefits	☐ Yes ☐ No
Wage Rate:	
Work Location:	
Residence Address:	
Employee 2 Name:	
Last 4 Digits of SSN:	
First Date of Work:	/ /
Last Date of Work in Request Year:	/ /
Offered Health Benefits	☐ Yes ☐ No
Wage Rate:	
Work Location:	
Residence Address:	

Employee 3 Name:	
Last 4 Digits of SSN:	
First Date of Work:	/ /
Last Date of Work in Request Year:	/ /
Offered Health Benefits	☐ Yes ☐ No
Wage Rate:	
Work Location:	
Residence Address:	
Employee 4 Name:	
Last 4 Digits of SSN:	
First Date of Work:	/ /
Last Date of Work in Request Year:	/ /
Offered Health Benefits	☐ Yes ☐ No
Wage Rate:	
Work Location:	
Residence Address:	
Employee 5 Name:	
Last 4 Digits of SSN:	
First Date of Work:	/ /
Last Date of Work in Request Year:	/ /
Offered Health Benefits	☐ Yes ☐ No
Wage Rate:	
Work Location:	
Residence Address:	

APPLICANT CERTIFICATION

The management of _____ is responsible for accuracy of this application and any additional required information. This report is intended for the use of _____ and the Town of Orange IDA.

By my signature below, I certify the following:

I have read and agree to the requirements of the Job Creation Grant Guidelines.

I certify that I am the owner of, or have signatory authority for, _____, for which this grant is being applied.

I understand that this grant is awarded upon the completion of the request year for which application is made.

I understand any funding for this program is contingent upon adequate appropriations to the IDA from the Town of Orange, Virginia. I also understand that from time to time, I may be required to produce additional documents or other information related to the project that is deemed necessary by the IDA of the Town of Orange to verify the information I provided to obtain IDA funding.

I understand that we will be required to pay back the IDA grant if our facility closes or substantially ceases operations within one year of the grant award or if the information on this application or on request from reimbursement is found to be deliberately false or inaccurate. This application must be completed in its entirety to be considered for project eligibility.

To the fullest extent permissible under Virginia law, the applicant will hold harmless and indemnify the Town of Orange IDA and the Town of Orange, Virginia against all costs, damages, claims, liabilities, expenses, losses, and court costs in the related to any employment upon which this grant is based.

Applicant Signature: _____

Print Name, Title : _____

Date: _____

IDA OF THE TOWN OF ORANGE
JOB CREATION GRANT GUIDELINES

Purpose:

The Industrial Development Authority of the Town of Orange seeks to assist and encourage companies to invest and provide new employment opportunities for the residents the Town of Orange by locating operations within the Town. The IDA of the Town of Orange has allocated a total of \$_____ for the program for this fiscal year. Grants may not exceed \$6,000 per business for the year following start-up or expansion of the business.

Eligibility:

The Town of Orange Job Creation Grant support is limited to newly located or existing companies that create new employment for the residents of the Town of Orange, with the primary location for the job located within the Town of Orange.

Only new, Permanent Full Time Positions (PTFP), based on annual payroll, which pay at least 200% the Virginia minimum wage as defined in the Virginia Minimum Wage Act § 40.1-28.8, and are offered health benefits for which the firm must offer to cover at least half of the employee's health insurance premium, are eligible for this incentive. (Employees may choose to waive the health benefit.)

At the discretion of the Town of Orange IDA, jobs may include remote positions held by residents of the Town who are employees of the recipient company.

The incentive provides up to \$1,500 per qualifying new position for up to 5 new incentive-eligible positions. Incentive awards will be prorated based on the number of full months of the grant year in which the employee meets the wage and health benefits requirement. Requires annual payroll audit and a performance agreement.

Applicants must have no outstanding accounts with the Town of Orange and must disclose any outstanding local or state tax liabilities. Units of local, state, or federal government and nonprofit organizations, except for business and professional organizations, are not eligible to apply for the Job Creation Grant.

Business firms making their first application may be prioritized over recipients which have received awards in the previous two Request Years. Applicants whose applications were for PTFPs for less than 12 months may apply for consideration for partial year 2 grants for the remaining 12 months.

Application Process:

Applications may be submitted between August 1 and September 30 for the previous Request Year and will be reviewed by the IDA of the Town of Orange October 1 – November 30. Notification of applications received will be sent in late September, and any additional information requests will be made at that time. Awards will be made at the December meeting of the IDA. Funding is released in January, following receipt of award confirmation and documentation from the awardee(s).

Applications must be submitted to:

Town of Orange
Deputy Clerk
235 Warren Street
Orange VA 22960

by 5pm on September 30. Applications may be downloaded from the IDA website at [redacted], or obtained from the Deputy Clerk at the above address. Any application which is incomplete or submitted after the deadline will be held until the IDA determines that funds remain after full funding of on-time applications. At that time, late and incomplete applications will be reviewed at the discretion of the IDA, on a first come, first served basis.

Applications must include the following documents:

- Job Creation Application and Applicant Certification
- Completed IRS Form W-9
- Copy of "Articles of Organization" from the Virginia SCC
- Current Financial Statements
- 2-year Financial Projections
- Documentation of employment and health insurance offer
- Narrative that includes an explanation of use of grant funding

Award Consideration:

On time applications will be reviewed by town staff to determine eligibility and completeness, before consideration by the IDA, which will have final say on the status of applications. IDA deliberation will take place in closed session in compliance with Virginia FOIA regulations (Code of Va. §2.2-3700 *et. seq.*), with discussion and awards in open session of that body.

Applications will be evaluated based on current IDA goals and guidelines, at the sole discretion of the IDA.

Award:

After the IDA has completed deliberations on accepted, complete applications (and late, incomplete applications, If funding remains), awards will be announced at the December meeting. Awardees will be notified and must return acceptance documents. Acceptance documentation is due by December 31.

Awards are calculated based on full months of qualifying PFTP and prorated accordingly. 12 months of qualifying employment will be awarded the full grant amount of \$1,500.00, 9 months will be awarded \$1,125.00, etc.

Funding:

At the January meeting, the Treasurer will confirm notice to awardees and receipt of Acceptance documentation. The IDA will authorize funding, and awards will be distributed by the Treasurer by January 30. At the IDA's discretion, awards for which Acceptance documentation are not received by the deadline may be allotted to new awardees.

Definitions:

"Accepted application" means a submitted application, reviewed by the IDA or its designee for eligibility and completeness, for which no additional information or documentation is required for evaluation. Incomplete applications will be returned to the Applicant with an explanation of additional information or documentation required.

"Applicant" means the entity or business firm that creates the net new permanent full-time positions who is the entity that has those positions on their books or deducts the wages as a business expense under federal Treasury Regulations for tax purposes (units of local, state, or federal government are not eligible). Where the applicant has a parent company, the parent company is the applicant. *See Eligibility.*

"Business firm" means any corporation, partnership, electing small business (subchapter S) corporation, limited liability company, or sole proprietorship authorized to do business in the Commonwealth of Virginia.

"Maintain" means that the new job(s) will continue without interruption from the date of creation through the Performance Period. Positions for the new jobs will be treated as maintained during periods in which such positions are not filled due to (i) temporary reductions in the grantee's employment levels (so long as there is active recruitment for open positions), (ii) strikes, and (iii) other temporary work stoppages.

"New Job" means employment of indefinite duration, created as the direct result of the private investment, for which the firm pays the wages and provides standard fringe benefits for its employee, requiring a minimum of either (i) 35 hours of the employee's time a week for the entire normal year of the firm's operations, which "normal year" must consist of at least 48 weeks or (ii) 1,680 hours per year. Seasonal or temporary positions, positions created when a job function is shifted from an existing position in the Town, job-sharing positions, positions with construction contractors, suppliers, and multiplier or spin-off jobs may not qualify as new jobs.

"Permanent Full Time Position" (PTFP) means a person employed for indefinite duration in a new position requiring a minimum of either (i) 35 hours of the employee's time per week for the entire normal year, which "normal year" shall consist of at least 48 weeks, or (ii) 1,680 hours per year. Seasonal or temporary employees shall not qualify as new full-time employees under the program. *See Eligibility.*

"Request Year" means the just-completed 12-month period beginning July 1 of the previous calendar year and ending June 30 of the current calendar year. *See Application Process*

Grant Recipient:

Grant Award: \$

Award Agreement Deadline:

Grant Period:

Grant Award Agreement

- I. **Complete Agreement:** This grant agreement between the Industrial Development Authority of the Town of Orange (IDA) and the Grant Recipient (Grantee), consisting of this and all additional pages, and those attached hereto, contains the entire agreement between the parties hereto with respect to the transaction contemplated herein and shall supersede all previous oral and written and all contemporaneous oral negotiations, writings, commitments and understandings.
- II. **Notice:** Correspondence between the parties shall be addressed as follows. Grant recipient shall notify Grantor concerning changes to contacts, addresses, etc.:

Industrial Development Authority of the Town of Orange	Grant Recipient:
119 Belleview Ave.	
Orange, VA 22960	
- III. **Purpose of the Grant:** The primary purpose of this grant is to provide supplemental funds as incentive for the creation and staffing of new, permanent full time positions (PTFP) as outlined in the grant recipient's Job Creation Grant Application, as approved by the IDA. To that end the IDA agrees to provide the grant award to the Grantee, subject to the terms and conditions of this agreement.
- IV. **Grant Conditions:** Under the terms of this agreement, the IDA shall provide funds up to the total award listed above for the project based upon the following conditions:
 - a. Funds shall solely be provided as incentive for the creation and staffing of new, permanent full time positions (PTFP) within the Town of Orange, Virginia
 - b. Grantee has not and shall not assign or convey any rights, benefits, obligations, or liabilities which would interfere with the obligations contained in this Agreement.
- V. **Payment of Grant Funds:** Grantee shall provide all documentation requested by the IDA treasurer to confirm application data and continued staffing upon request. This award agreement must be returned by the deadline provided in the award letter or the grant award will be terminated.
- VI. **Reporting Requirements:** The grant recipient shall inform the IDA of any change in the position or staffing within 30 days of such change. Recipient shall provide the IDA Treasurer with written confirmation of continued status of the position and employment on the one—year anniversary of the hire date for each position for which this grant is provided, as provided in the Application.

- VII. **PFTP Termination:** If the position is terminated before a minimum of a full 12 months of the initial hire date reported on the Application, the Recipient must inform the IDA Treasurer within 30 days of the termination of the position.
- VIII. **Non Discrimination:** During the grant period, grantee agrees to comply with all relevant nondiscrimination statutes and authorities, under and related to Title VI of the Civil Rights Act.
- IX. **Indemnification:** Grant recipient shall indemnify, defend and hold harmless the Industrial Development Authority of the Town of Orange and the Town of Orange, including without limitation reasonable attorneys' fees and costs, arising from or relating to grantees performance of this agreement or breach thereof of the intentional misconduct or negligent acts of grantee, its employees, agents, contractors or consultants in connection with the project and its obligations under this agreement. This provision shall survive the termination of this agreement.
- X. **Dual Payment:** Grantee shall not be compensated for work performed under this Agreement if Grantee receives, or will receive, compensation from the State of Oregon, the federal government or from any other source, for the same positions. Any additional funds received through or for activities arising under this Agreement shall immediately be reported to the IDA.
- XI. **Publicity and Acknowledgement:** Any written or printed materials posted by the recipient that publicizes receipt of this award shall include information that the award is provided by the Town of Orange IDA. Recipient agrees that upon receipt of this award, the IDA has permission to upon award of the grant list the business as a grant recipient in media/press releases or other publication in order to encourage participation and to grow the program.
- XII. **Termination:** Not withstanding anything to the contrary contained within this agreement, should the grant recipient materially fail to comply with any of the conditions of this agreement, the IDA may, at its reasonable discretion, immediately terminate this grant. In the event of termination, the IDA may cancel any unpaid award amount of the total grant.
- XIII. **Sole Discretion:** The Recipient acknowledges that the award of this grant, or denial thereof, is at the sole discretion of the IDA.
- XIV. **Severability:** If any provision of this agreement or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.
- XV. **Jurisdiction:** The Orange County, Virginia Circuit Court shall have sole and exclusive jurisdiction over any dispute arising out of this agreement.

**Industrial Development Authority for
the Town of Orange, Virginia:**

Signed: _____ Date: _____

Robert Higginbotham, Chairman

For Grant Recipient: _____

Signed: _____ Date: _____

Name: _____ Title: _____

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