SLEEPY HOLLOW LOCAL DEVELOPMENT CORPORATION

Application for Financial Assistance

Sleepy Hollow Local Development Corporation
Village Hall, 31 Beekman Avenue
Sleepy Hollow, New York 10591

SLEEPY HOLLOW LOCAL DEVELOPMENT CORPORATION APPLICATION

INSTRUCTIONS

1. Fill in all blanks, using "none", "not applicable" or "N/A" where the question is not appropriate to the Project, which is the subject of this Application (the "Project"). If you have any questions about this application, please call the Sleepy Hollow Local Development Corporation (the "SHLDC"), c/o Village of Sleepy Hollow, Attn: Village Administrator at (914) 366-5100.

2. If an estimate is given as the answer to a question, put "(est.)" after the figure or answer, which is estimated.

3. If more space is needed to answer any specific question, attach a separate sheet.

4. When completed, return this application by mail or fax to the SHLDC at the address indicated on the cover page of this Application. A signed application may also be submitted electronically in PDF format to Anthony Giaccio at (agiaccio@sleepyhollowny.org), however the application will not be considered by the SHLDC until the application fee has been received.

5. The SHLDC will not give final approval for this Application until the SHLDC receives a completed NYS Full Environmental Assessment Form concerning the Project, which is the subject of this Application.

6. Please note that Article 6 of the Public Officers Law declares that all records in the possession of the SHLDC (with certain limited exceptions) are open to public inspection and copying. If the Applicant feels that there are elements of the Project which are in the nature of trade secrets which, if disclosed to the public or otherwise widely disseminated, would cause substantial injury to the Applicant's competitive position, this Applicant may identify such elements in writing and request that such elements be kept confidential in accordance with Article 6 of the Public Officers Law.

7. The Applicant will be required to pay the SHLDC Application fee and, if accepted as a project of the SHLDC, all administrative fees as stated below, as well as legal fees of the SHLDC.

8. A complete application consists of the following:
   A. The Application
   B. Attachment II A – Preliminary or Existing Plans and Sketches
   C. Attachment IIO -- Financial Information
   D. Attachment IIP – NYS Full Environmental Assessment Form
   E. A check payable to the SHLDC in the amount of $500.00
   F. An additional check payable to the SHLDC in the amount of $250.00 for Economic Development Loan Fund Assistance (if requested).

SLEEPY HOLLOW LOCAL DEVELOPMENT CORPORATION
APPLICATION

Please answer all questions by filling in the blanks. Use attachments as necessary.

I. APPLICANT INFORMATION

DATE: _____

Organization Name:					
Mailing Address:					
City:		**State:**		**Zip:**	
Phone:			**Fax:**		
Contact Person:					
Email Address:					
FED ID Number:					

A. Board Chair, CEO and CFO

Name	Title	Business Address	Phone	Email

B. Applicant's Counsel

Name:					
Firm:					
Mailing Address					
City:		State:		Zip:	
Phone:		Fax:			

C. Applicant's Accountant

Name:					
Firm:					
Mailing Address					
City:		State:		Zip:	
Phone:		Fax:			

II. PROJECT INFORMATION

A. Describe the proposed acquisitions, construction or reconstruction, including buildings, site improvements and equipment. Also, indicate square feet by usage (e.g., office, classrooms), and type of construction. Attach a copy of preliminary plans or sketches, and/or floor plan of existing facility.

B. Location of Project, including city, town or village within which it is located. Attach a map showing location of project:

C. Utilities on Site:

Water: ☐Yes ☐No
Gas: ☐Yes ☐No
Electric: ☐Yes ☐No
Sanitary/Storm Sewer: ☐Yes ☐No

D. Owner of the Project (land, building, improvements and/or personal property)

If other than Applicant, by what means will the applicant utilize the facility:

E. Zoning of Project Site: Current Zoning: _____ Proposed Zoning: _____

F. Are any local land use approvals required: ☐Yes ☐No

If Yes, describe:

G. Principal use of Project upon completion:

H. Estimated Project Costs. Give an accurate estimate of the following costs:

Land:	
Building Construction:	
Site Work:	
Legal Fees: (other than Company's Attorneys)	
Engineering Fees:	
Financial Charges:	
Machinery & Equipment:	
SHLDC Fee:	
Other (Specify):	
Estimated Total Cost:	

I. Estimate value of Tax Exempt Bonds that Applicant is requesting SHLDC issue: $_____

J. The SHLDC maintains an Economic Development Loan Fund (the "EDLF") which provides funding to assist in the establishment, relocation and expansion of business activity within the Village of Sleepy Hollow, create employment opportunities in the Village and preserve and expand the Village's tax base. The EDLF provides financing of up to 80% of total project costs and in an amount not to exceed $15,000.00 which amount may be increased at the SHLDC's discretion. EDLF loan terms will generally be consistent with standard commercial lending policies and will not exceed five years. For term working capital loans, the loan may not exceed five years plus any deferral period(s).

Is Applicant seeking assistance of the EDLF?

If yes, the amount of EDLF assistance is $_____

K. Project Schedule:

Give an estimate of the project completion date. _____

L. Organization Financial Information Attachment:

1. Copies of two most recent financial statements
2. Copy of most recent Annual Report
3. Strategic Plan

M. Environmental Information

1. The SHLDC must make a determination of environmental significance for the project. A completed NYS Full Environmental Assessment Form must be submitted.

III. REPRESENTATIONS BY THE APPLICANT

The Applicant understands and agrees with the SHLDC as follows:

A. Annual Report on Outstanding Bonds. The Applicant understands and agrees that, if the Project receives any Financial Assistance from the SHLDC, the Applicant agrees to file, or cause to be filed, with the SHLDC, on an annual basis, any information regarding bonds, if any, issued by the SHLDC for the project that is requested by the Comptroller of the State of New York.

B. Absence of Conflicts of Interest. The Applicant has received from the SHLDC a list of the members, officers and employees of the SHLDC. No member, officer or employee of the SHLDC has an interest, whether direct or indirect, in any transaction contemplated by this Application, except as hereinafter described:

C. Fees. The Development Corporation Application should be submitted with a non-refundable $500.00 Application Fee to the Sleepy Hollow Local Development Corporation. The SHLDC will collect an administrative fee at time of closing based on the value of the bonds issued. **The administrative fee will be .50% of the first $10M of bonds issued, with an additional .125% for all amounts above $10M of bonds issued. Thereafter, SHLDC will also charge an annual maintenance fee of $3,000 during the term of outstanding bonds.**

D. The Sleepy Hollow Local Development Corporation reserves the right to ask for additional information as it deems necessary to complete its review of your application.

E. Any request for assistance of the EDLF will be used for the purposes detailed above. An application for EDLF assistance should be submitted with a non-refundable $250.00 Application Fee which fee is in addition to the $500.00 application fee to the Sleepy Hollow Local Development Corporation should the applicant be seeking EDLF assistance and Tax Exempt Bonds.

F. The Applicant and the individual executing this Application on behalf of the Applicant acknowledge that the Sleepy Hollow Local Development Corporation will rely on the representations made herein when acting on this Application and hereby represent that the statements made herein do not contain any untrue statement of a material fact and do not omit to state a material fact necessary to make the statements contained herein not misleading.

_____
(Name of Organization)

By: _____

Name:

Title:

Date:

IV HOLD HARMLESS AGREEMENT

Applicant hereby releases Sleepy Hollow Local Development Corporation and the members, board of directors, officers, servants, agents and employees thereof (the "SHLDC") from, agrees that the SHLDC shall not be liable for and agrees to indemnify, defend and hold the SHLDC harmless from and against any and all liability arising from or expense incurred by (A) the SHLDC's examination and processing of, and action pursuant to or upon, the attached Application, regardless of whether or not the Application or the Project described therein or the tax-exemptions and other assistance requested therein are favorably acted upon by the SHLDC, (B) the SHLDC's acquisition, construction and/or installation of the Project described therein and (C) any further action taken by the SHLDC with respect to the Project, including without limiting the generality of the foregoing, all causes of action and attorneys' fees and any other expenses incurred in defending any suits or actions which may arise as a result of any of the foregoing. If, for any reason, the Applicant fails to conclude or consummate necessary negotiations, or fails, within a reasonable or specified period of time, to take reasonable, proper or requested action, or withdraws, abandons, cancels or neglects the Application, or if the SHLDC or the Applicant are unable to reach final agreement with the respect to the Project, then, and in the event, upon presentation of an invoice itemizing the same, the Applicant shall pay to the SHLDC, its agents or assigns, all costs incurred by the SHLDC in the process of the Application, including attorneys' fees, if any.

_____
(Name of Organization)

By: _____

Name:

Title:

Date:

STATE OF NEW YORK)
COUNTY OF _____) ss.:

On the _____ day of _____ in the year _____ before me, the undersigned, a notary public in and for the said State, personally appeared satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed this instrument.

_____
Notary Public