

Meeting date: 02/23/2026
Resolution #: 02/02/2026

**RESOLUTION OF CORPORATION AUTHORIZING AMENDMENTS TO A
PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CORPORATION AND
PACE UNIVERSITY FOR ITS LAND USE LAW CENTER**

A regular meeting of the Sleepy Hollow Local Development Corporation (“Corporation”) was convened in public session on February 23, 2026 at 7:00 p.m., local time.

The following resolution was duly offered and seconded, to wit:

WHEREAS, the Sleepy Hollow Local Development Corporation was established by the Village of Sleepy Hollow (the “Village”) as a not-for-profit local development corporation with purposes and powers that include constructing, acquiring, rehabilitating for use by others, assisting financially with the construction, acquisition, rehabilitation and improvement, and maintaining and/or leasing facilities on its behalf or for others within the Village, including certain property located at 60 Continental Street in the Village (the “East Parcel”); and

WHEREAS, the Corporation has authorized the engagement of Pace University for its Land Use Law Center (the “Consultant”) for, among other things, consultant services in connection with the development of a strategic plan and grant writing services in connection with identifying grant funds from various State and local government agencies as well as other sources of funds so as to maximize available sources of funds for the development of the East Parcel, including an extensive new park, active and passive recreational facilities, artistic space, waterfront access and community and public works assets; and

WHEREAS, the Corporation entered into a Professional Services Agreement with the Consultant effective July 1, 2018 (the “Agreement”); and

WHEREAS, the Agreement has been extended and amended each year since the Agreement first took effect; and

WHEREAS, the Consultant has submitted a proposal (the “Proposal”), attached hereto as Exhibit A, to extend the Agreement for another year, to continue providing strategic planning, advising and grant writing services, with the objective of raising funds to support the East Parcel development (the “Work”); and

WHEREAS, the Corporation and the Consultant desire to extend the Agreement for another year, *nunc pro tunc* from January 1, 2026 through December 31, 2026, and to amend the amount payable thereunder to an amount not to exceed \$95,400.

NOW, THEREFORE, BE IT RESOLVED, by the Directors of the Corporation as follows:

Section 1. The Corporation authorizes an expenditures of Corporation funds for the Work, in an amount not to exceed \$94,500, and hereby approves the Proposal, *nunc pro tunc* for the period of January 1, 2026 through December 31, 2026.

Section 2. The Corporation hereby approves the Proposal and authorizes the Corporation’s legal counsel to prepare or review an agreement or contract including but not limited to an amendment to include the Work with such changes and revisions as may be authorized by the Chairman, Vice Chairman and/or Chief Executive Officer.

Section 3. The officers, employees and agents of the Corporation are hereby authorized and directed for and in the name and on behalf of the Corporation to do all acts and things required and to execute and deliver all such certificates, deeds, notices, instruments and documents, to pay all such fees, charges and expenses and to do all such further acts and things as may be necessary or, in the opinion of the officer, employee or agent acting, desirable and proper to effect the purposes of the foregoing resolutions and to cause compliance by the Corporation with all of the terms, covenants and provisions of the documents executed for and on behalf of the Corporation.

Section 4. These resolutions shall take effect immediately.

On motion duly made by Director Connell and seconded by Director Salguero, the forgoing resolution was placed before the Board of Directors of the Corporation and voted:

	Aye	Nay	Abstain	Absent
Benjamin Sirota	X			
Erica Schmidt	X			
Hon. Lauren Connell	X			
Benjamin Sklar				X
Rod Salguero	X			

Motion carried.

STATE OF NEW YORK)
COUNTY OF WESTCHESTER) SS:

I, the undersigned Acting Secretary, of the Sleepy Hollow Local Development Corporation, DO HEREBY CERTIFY:

That I have compared the annexed extract of minutes of the meeting of the Corporation, including the resolution contained therein, held February 13, 2026, with the original thereof on file in my office, and that the same is a true and correct copy of the proceedings of the Corporation and of such resolution set forth therein and of the whole of said original insofar as the same related to the subject matters therein referred to.

I FURTHER CERTIFY, that all members of said Corporation had due notice of said meeting, that the meeting was in all respects duly held and that, pursuant to Article 7 of the Public Officers Law (Open Meetings Law), said meeting was open to the general public, and that public notice of the time and place of said meeting was duly given in accordance with such Article 7.

I FURTHER CERTIFY, that there was a quorum of the members of the Corporation present throughout said meeting.

I FURTHER CERTIFY, that as of the date hereof, the attached resolution is in full force and effect and has not been amended, repealed or modified.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation this ___ day of February 2026.

Acting Secretary

[SEAL]

**NINTH AMENDMENT to PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN
SLEEPY HOLLOW LOCAL DEVELOPMENT CORPORATION
AND PACE UNIVERSITY**

This is the Ninth Amendment (the "Amendment") to that certain Professional Services Agreement (the "Agreement") effective July 1, 2018 by and between Pace University for its Land Use Law Center ("Consultant") and Sleepy Hollow Local Development Corporation ("SHLDC" or "the Client"). Capitalized terms used and not otherwise defined in this Amendment shall have the meanings ascribed to such terms in the Agreement. In the event of any conflict between this Amendment and the Agreement, this Amendment shall govern.

RECITALS

WHEREAS, the Agreement has been extended and amended each year since the Agreement first took effect; and

WHEREAS, the Consultant submitted a proposal to the Corporation (the "Proposal"), dated January 2026 and attached hereto as "Exhibit A", for the extension of the Scope of Services for another year; and

WHEREAS, the Corporation and the Consultant agree to further amend the Agreement as set forth herein.

NOW, THEREFORE, pursuant to the terms and conditions of the Agreement and this Amendment, and for good and valuable consideration, the exchange, receipt, and adequacy of which are hereby mutually acknowledged, Client and Consultant covenant and agree as follows:

- 1) **Definitions:** Capitalized terms used and not otherwise defined in this Amendment shall have the meanings ascribed to such terms in the Agreement.
- 2) **Term:** The term of the Agreement is hereby extended, *nunc pro tunc* to add the period from March 1, 2026 to December 31, 2026.
- 3) **Amendment:** The Agreement is hereby amended as follows:
 - a) The first sentence of Section I is amended to replace "...March 2024 (attached hereto as "Exhibit F"), and January 2025 (attached hereto as "Exhibit G")" with the following: "...March 2024 (attached hereto as "Exhibit F"), January 2025 (attached hereto as "Exhibit G"), and January 2026 (attached hereto as "Exhibit H")."
 - b) In Section II of the Agreement, the termination date of the Agreement shall be December 31, 2026, instead of February 28, 2026.
 - c) The first sentence of Section III of the Agreement is hereby deleted and replaced with the following: "The Client shall compensate Consultant for the Scope of Services received hereunder a flat rate amount of Ninety Five Thousand, Four Hundred Dollars (\$95,400)."
- 4) **Existing Agreement:** Except as expressly modified by this Amendment, all of the terms, conditions, and covenants in the Agreement shall remain in full force and effect. In the event of a conflict between this Amendment and the Agreement, this Amendment shall govern.
- 5) **Counterparts:** This Amendment may be executed in two or more counterparts, and by different parties hereto on separate counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

Signature Page Follows

IN WITNESS WHEREOF, the Client and the Consultant have caused this Amendment to be executed.

SLEEPY HOLLOW LOCAL DEVELOPMENT CORPORATION

By: _____ Date: _____

Name: Anthony Giaccio

Title: Executive Director, Sleepy Hollow Local Development Corporation

PACE UNIVERSITY

By: _____ Date: _____

Name: Joseph A. Capparelli

Title: Vice President for Finance, Controller, and Chief Compliance Officer



JENNIE C. NOLON
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January 2026

Re: Continuation of Strategic Advising and Grant Writing Services for the Sleepy Hollow Local Development Corporation

About the Land Use Law Center

Established in 1993, the Land Use Law Center—located at Pace University’s Elisabeth Haub School of Law in White Plains, NY—is dedicated to fostering the development of sustainable communities and regions through the promotion of innovative land use strategies, dispute resolution, and community engagement techniques. Through its work, the Center educates and assists local and state governments and other public and private sector institutions and entities, building their capacity to achieve policy goals related to land use and the environment. For over twenty years the Land Use Law Center has been conducting research, developing resources, providing technical assistance, facilitating community engagement, and educating students and local leaders—chief elected officials, community organizers, board members, departmental staff, religious leaders, and many others involved in the community development process—on a wide range of topics that relate to the land and the way we live and grow on it.

Staff Qualifications

Jennie Nolon is Senior Staff Attorney and Urban Program Specialist at the Land Use Law Center and is Adjunct Professor at the Elisabeth Haub School of Law. Ms. Nolon’s work focuses primarily on assisting communities with addressing obstacles to redevelopment and sustainability. She works frequently with State agencies on the Center’s funded projects; manages the Center’s research database; writes on legal issues pertaining to land use and sustainable development; lectures at conferences; and trains local officials, environmentalists, planners, developers, and attorneys in land use law and consensus-building techniques. Ms. Nolon graduated *cum laude* from Cornell University with a Bachelor of Science degree in 2003. In 2008, she received her Master of Environmental Management degree from Yale University with an advanced concentration in Urban

Ecology and Environmental Design and her J.D. *cum laude* from Pace Law, where she was on the *Pace Environmental Law Review*. She has achieved designation by the U.S. Green Building Council as a Leadership in Energy and Environmental Design (LEED) Accredited Professional in Building Design and Construction.

Related Project Experience

Ms. Nolon has been the lead author on many reports and articles and frequently writes successful grant applications—both for the Center’s own funding and on behalf of communities with which the Center works. She has also written successful grant applications on behalf of the American Planning Association’s (APA) Planning and Law Division, for which she is a former Chair, and she now runs the grant review process for APA’s Divisions Council. For ten years, Ms. Nolon ran the Center’s Mayors’ Redevelopment Roundtable (MRR) program, which is a partnership of fourteen communities (including Sleepy Hollow) in the Mid-Hudson Region of New York State—communities with a combined population totaling over 500,000, over 15% of whom live at or below the poverty level—working together with the Center on shared strategies for transformation and sustainable growth. As part of her MRR work, Ms. Nolon crafted the urban centers goal and supporting strategies that were adopted in the Mid-Hudson Regional Economic Development Council’s (MHREDC) Strategic Plan—the plan with which grant applications must show alignment under New York State’s Consolidated Funding Application (CFA) process. Ms. Nolon also worked on the Center’s team that assisted in the development of the Mid-Hudson Regional Sustainability Plan.

Since the State’s CFA process first launched in 2011, Ms. Nolon and the Center’s other staff members have submitted multiple applications each year in partnership with the region’s local governments with repeated success across grant lines for numerous state agencies including DOS, ESD, DEC, and NYSERDA. She and the Center’s staff are well versed in the CFA process and application requirements, as well as with the underlying land use implications relevant to formulating a robust proposal.

Success with Sleepy Hollow

Since beginning her work with the Sleepy Hollow Local Development Corporation (SHLDC) in 2018, Ms. Nolon has developed numerous grant applications, earning over \$14.3 million in grants to advance the Sleepy Hollow Common project. Over \$4 million of these awarded funds were through the State’s highly competitive NY Forward program, where Ms. Nolon earned Sleepy Hollow one of only two awards for the entire Mid-Hudson region. She has led the SHLDC’s fundraising efforts over this time and provided fundraising planning and management services including presentations to the MHREDC, development of copy needed for SHLDC newsletters and press releases, creation of project narratives for discretionary spending efforts and to otherwise advance the project’s positioning for support, coordination of grant requirements for awarded funds, and many other such services. All of the CFA proposals Ms. Nolon developed for the Common have been designated by the MHREDC as a “Priority Project,” thereby receiving the highest number of points awarded under the regional council review process. With this designation, the project also receives top billing in the MHREDC’s annual Progress Reports.

Services & Cost Estimate

For a fee of \$95,400 covering a term of January 1, 2026 through December 31, 2026, Ms. Nolon and her team will continue to provide strategic planning, advising, and grant writing services to the SHLDC, with the objective of raising significant funds to support the Sleepy Hollow Common project. Specifically, this fee includes:

- (1) An average of twenty five hours per month for twelve months spent on fundraising planning and management, which service includes:
 - a. exploration of funding sources (grant opportunity research, communications with potential funders/grant contacts, meetings, tracking, etc.);
 - b. ongoing development of annual fundraising plan, which will track efforts and align opportunities with project phasing;
 - c. strategic advising and management of progress on fundraising plan;
 - d. bi-monthly team fundraising meetings (attendance, coordination, follow-up);
 - e. requested meetings with SHLDC;
 - f. communications with project team members;
 - g. evaluation of previous fundraising efforts (exit interviews with grantors, examination of prior applications);
 - h. application documentation and record retention;
 - i. project/application finalist presentation assistance (guidance on slide deck development, coordination of submission components, attendance at presentations);
 - j. attendance at related meetings such as grant information sessions, webinars, and MHREDC meetings;
 - k. upon request, assistance with or development of copy needed for SHLDC communication efforts, such as newsletters and press releases; and
 - l. upon request, assistance with or development of copy needed for stakeholder updates and other non-press communication efforts that advance the project's positioning for support;
- (2) Process management and completion of up to three grant applications through the 2026 CFA process for the Sleepy Hollow Common project; and
- (3) An additional one hundred and ten hours of time to be spent, at the SHLDC's direction, on one or more of the following services:
 - a. process management and completion of one grant application under the Hudson River Greenway Grant program;
 - b. process management and completion of one federal grant application for Congressionally Directed Spending;
 - c. process management and completion of additional grant applications;
 - d. development of fundraising packages, including project narratives, to advance discretionary funding opportunities; or
 - e. coordination of grant requirements for funds awarded to the Sleepy Hollow Common project, which may include assistance in the contracting process or areas of grant administration if needed.