



**SALES TAX EXEMPTION - COVID-19 RELIEF EQUIPMENT LEASE PROJECT  
DUTCHESS COUNTY INDUSTRIAL DEVELOPMENT AGENCY  
APPLICATION FOR FINANCIAL ASSISTANCE**

DATE: \_\_\_\_\_

APPLICATION OF: \_\_\_\_\_  
Name of Owner of Proposed Project

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

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**Part I: Owner Data**

1. Owner Data:

A. Owner (Applicant for assistance): \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Federal Employer ID #: \_\_\_\_\_ Website: \_\_\_\_\_

NAICS Code: \_\_\_\_\_

Owner Officer Certifying Application: \_\_\_\_\_

Title of Officer: \_\_\_\_\_

Phone Number: \_\_\_\_\_ E-mail: \_\_\_\_\_

B. Business Type:

Sole Proprietorship  Partnership  Limited Liability Company

Privately Held  Public Corporation  Listed on \_\_\_\_\_

State of Incorporation/Formation: \_\_\_\_\_

C. Nature of Business:

(e.g., “manufacturer of \_\_\_\_\_ for \_\_\_\_\_ industry”; “distributor of \_\_\_\_\_”; or “real estate holding company”)

\_\_\_\_\_

D. Principal Stockholders, Members or Partners, if any, of the Owner (5% or more equity):

Name	Percent Owned
_____	_____
_____	_____
_____	_____

E. Has the Owner, or any subsidiary or affiliate of the Owner, or any stockholder, partner, member, officer, director or other entity with which any of these individuals is or has been associated with:

- i. ever filed for bankruptcy, been adjudicated bankrupt or placed in receivership or otherwise been or presently is the subject of any bankruptcy or similar proceeding? (if yes, please explain)

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- ii. been convicted of a felony, or misdemeanor, or criminal offense (other than a motor vehicle violation)? (if yes, please explain)

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- F. If any of the above persons (see “E”, above) or a group of them, owns more than 50% interest in the Owner, list all other organizations which are related to the Owner by virtue of such persons having more than a 50% interest in such organizations.

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- G. Has the Owner (or any related corporation or person) been involved in or benefited by any prior industrial development financing in the municipality in which this project is located, whether by this agency or another issuer? (Municipality herein means city, town or village, or if the project is not in an incorporated city, town or village, the unincorporated areas of the county in which it is located.) If so, explain in full:

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**Part II – Project Data**

- 1. Location of project:

A. Street Address: \_\_\_\_\_

B. Tax Map: District \_\_\_\_\_ Section \_\_\_\_\_ Block \_\_\_\_\_ Lot(s) \_\_\_\_\_

- C. Municipal Jurisdiction:

- i. Town: \_\_\_\_\_
- ii. Village: \_\_\_\_\_

iii. School District: \_\_\_\_\_

D. Acreage: \_\_\_\_\_

2. Project Components (check all appropriate categories):

A. Renovations of an existing building  Yes  No

i. Square footage: \_\_\_\_\_

B. Installation of machinery and/or Equipment  Yes  No

i. List principal items or categories of equipment to be acquired: \_\_\_\_\_

\_\_\_\_\_

3. Proposed Use:

A. Describe the specific operations of the Applicant or other users to be conducted at the project site: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

B. Proposed product lines and market demands: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

C. Need/purpose for project (e.g., why is it necessary, effect on Applicant's business), and relationship of the project to the COVID-19 pandemic (e.g., how Applicant's business has been impacted by the COVID-19 pandemic, or whether Applicant proposes to manufacture or produce products to assist with COVID-19 pandemic):

\_\_\_\_\_

\_\_\_\_\_

D. Will any portion of the project be used for the making of retail sales to customers who personally visit the project location? Yes  No

i. If yes, what percentage of the project location will be utilized in connection with the sale of retail goods and/or services to customers who personally visit the project location? \_\_\_\_\_

4. Project Work:

A. Will the project meet zoning and site plan requirements at the proposed location?

Yes  No

B. If a change of zoning is required, please provide the details/status of the change of zone request: \_\_\_\_\_

\_\_\_\_\_

C. Will a building permit be required for the project? Yes  No

5. Project Completion Schedule:

Provide an accurate estimate of the time schedule to complete the project and when the first use of the project is expected to occur: \_\_\_\_\_

\_\_\_\_\_

6. Will the completion of the project result in the removal of any facility or facilities of the Applicant from one area of the state to another OR in the abandonment of any facility or facilities of the Applicant located within the State? Yes  No

A. If yes, please indicate whether the project is reasonably necessary for the Applicant to maintain its competitive position in its industry or remain in the State and explain in full:

\_\_\_\_\_

\_\_\_\_\_

**Part III – Project Costs and Benefits**

1. Project Costs:

A. Give an accurate estimate of cost necessary for the acquisition, renovation, and/or equipping of the project location:

Building renovation \$ \_\_\_\_\_

Machinery and Equipment \$ \_\_\_\_\_

Total Project Costs \$ \_\_\_\_\_

2. Sales and Use Tax Benefit:

Financial Assistance Provided

**1. Estimated Sales Tax Exemption^**

$$\frac{\$}{\text{Amount of Project Cost Subject to Tax}} \times \frac{.08125}{\text{Sales Tax Rate}} = \frac{\$}{\text{Total}}$$

**Part IV – Employment Data**

1. List the Applicant’s and each users present employment, and estimates of (i) employment at the proposed project location for each of the next six months succeeding the date hereof and (ii) the number of residents of the Local Workforce Area\* that would fill the full-time and part-time jobs at the end of year following completion:

*FTE (full-time equivalent) based on a 35 hour work week: If you have two Administrative personnel working 40 hours and one Admin working 15 hours you have 2.7 FTE’s. (40+40+15)/35=2.7.*

*Headcount: For the above example, the Headcount would be 3, for three people.*

(i)

	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	6 months Upon Completion
FTE							

Number of employees as of February 29, 2020 (Headcount): \_\_\_\_\_

Present number of employees (Headcount): \_\_\_\_\_

Projected number of employees six months after commencement of the project (Headcount): \_\_\_\_\_

Of the number of employees who will be hired in the next six months, please state the projected number of employees who were previously laid off or furloughed, if any: \_\_\_\_\_

(ii) Residents of Local Workforce Area:

Full-Time: \_\_\_\_\_

Part-Time: \_\_\_\_\_

\* The Local Workforce Area includes the following Counties: Columbia, Dutchess, Green, Orange, Putnam, Rockland, Sullivan, Ulster and Westchester.

2. Salary and Fringe Benefits:

Category of Jobs to be Retained and Created	Average Salary or Range of Salary	Average Fringe Benefits or Range of Fringe Benefits
Salary Wage Earners		
Commission Wage Earners		
Hourly Wage Earners		
1099 and Contract Workers		

Note: The Agency reserves the right to visit the facility to confirm that job creation numbers are being met.

**Part V – Representations, Certifications and Indemnification**

1. Is the Applicant in any litigation which would have a material adverse effect on the Applicant’s financial condition? (if yes, furnish details on a separate sheet)

Yes  No

2. Has the Applicant or any of the management of the Applicant, the anticipated users or any of their affiliates, or any other concern with which such management has been connected, been cited for a violation of federal, state or local laws or regulations with respect to labor practices, hazardous wastes, environmental pollution or other operating practices? (If yes, furnish details on a separate sheet)

Yes  No

3. The Applicant understands and agrees that in accordance with Section 858-b(2) of the General Municipal Law, except as otherwise provided by collective bargaining agreements, new employment opportunities created as a result of the project will be listed with the New York State Department of Labor, Community Services Division and with the administrative entity of the service delivery area created pursuant to the Job Training Partnership Act (PL 97-300) in which the project is located (collectively, the “Referral Agencies”). The Applicant also agrees, that it will, except as otherwise provided by collective bargaining contracts or agreements to which they are parties, first consider for such new employment opportunities persons eligible to participate in federal job training partnership programs who shall be referred by the Referral Agencies

Initial \_\_\_\_\_

4. The Applicant confirms and acknowledges that the submission of any knowingly false or knowingly misleading information may lead to the immediate termination of any financial assistance and the reimbursement of an amount equal to all or part of any tax exemption claimed by reason of the Agency’s involvement the Project as well as may lead to other possible enforcement actions.

Initial \_\_\_\_\_



5. The Applicant confirms and hereby acknowledges that as of the date of this Application, the Applicant is in substantial compliance with all provisions of Article 18-A of the New York General Municipal Law, including, but not limited to, the provision of Section 859-a and Section 862(1) of the New York General Municipal Law.

Initial \_\_\_\_\_

6. The Applicant represents and warrants that to the Applicant's knowledge neither it nor any of its affiliates, nor any of their respective partners, members, shareholders or other equity owners, and none of their respective employees, officers, directors, representatives or agents is, nor will they become a person or entity with who United States persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control (OFAC) of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List or under any statute, executive order including the September 24, 2001, Executive Order Block Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism, or other governmental action and is not and will not assign or otherwise transfer this Agreement to, contract with or otherwise engage in any dealings or transactions or be otherwise associated with such persons or entities.

Initial \_\_\_\_\_

7. The Applicant confirms and hereby acknowledges that, for the COVID-19 Relief Equipment Lease Program purposes, the Agency will not charge a fee. The Applicant agrees to pay such expenses and further agrees to indemnify the Agency, its members, directors, employees and agents and hold the Agency and such persons harmless against claims for losses, damage or injury or any expenses or damages incurred as a result of action taken by or on behalf of the Agency in good faith with respect to the project.

Initial \_\_\_\_\_

8. The Applicant hereby agrees to comply with Section 875 of the General Municipal Law. The Company further agrees that the financial assistance granted to the project by the Agency is subject to recapture pursuant to Section 875 of the Act and the Agency's COVID-19 Relief Equipment Lease Program Recapture and Termination Provisions, attached hereto as Schedule A.

Initial \_\_\_\_\_

9. The Applicant hereby acknowledges that the benefits requested under this application and the Agency's COVID-19 Relief Equipment Lease Program cannot exceed \$100,000, and the project must be completed within six (6) months after appointment of the Applicant by the Agency to use such benefits.

Initial \_\_\_\_\_

## **Part VI – Submission of Materials**

1. Completed Environmental Assessment Form.

**Pursuant to Title 19 of the New York Codes, Rules, and Regulations Part 250.1(c), the Agency must post the completed application to its website. At the request of the Applicant, the Agency may delete or redact from copy posted to the website portions of its records that are specifically exempted from disclosure pursuant to Article 6 of the Public Officers Law. The Applicant shall be responsible for requesting any such redaction, and the Agency shall not be responsible to redact or delete any information not requested by the Applicant.**

*(Remainder of Page Intentionally Left Blank)*

**Part VII – Special Representations**

1. The Applicant understands and agrees that the provisions of Section 862(1) of the New York General Municipal Law, as provided below, will not be violated if financial assistance is provided for the proposed project. The Applicant hereby indicates its compliance with Section 862(1) by signing the applicable statement below. **(Please sign only one of the following statements a. or b. below).**

a. The completion of the entire project will not result in the removal of an industrial or manufacturing plant of the project occupant from one area of the state to another area of the state or in the abandonment of one or more plants or facilities of the project occupant located within the state.

Representative of the Applicant: \_\_\_\_\_

b. The completion of this entire project will result in the removal of an industrial or manufacturing plant of the project occupant from one area of the state to another area of the state or in the abandonment of one or more plants or facilities of the project occupant located within the state because the project is reasonably necessary to discourage the project occupant from removing such other plant or facility to a location outside the state or is reasonably necessary to preserve the competitive position of the project occupant in its respective industry.

Representative of the Applicant: \_\_\_\_\_

2. The Applicant confirms and hereby acknowledges that as of the date of this Application, the Applicant is in substantial compliance with all provisions of Article 18-A of the New York General Municipal Law, including, but not limited to, the provision of Section 859-a and Section 862(1) of the New York General Municipal Law.

Representative of the Applicant: \_\_\_\_\_

3. In accordance with Section 862(1) of the New York General Municipal Law the Applicant understands and agrees that projects which result in the removal of an industrial or manufacturing plant of the project occupant from one area of the State to another area of the State or in the abandonment of one or more plants or facilities of the project occupant within the State is ineligible for financial assistance from the Agency, unless otherwise approved by the Agency as reasonably necessary to preserve the competitive position of the project in its respective industry or to discourage the project occupant from removing such other plant or facility to a location outside the State.

Representative of the Applicant: \_\_\_\_\_

4. The Applicant confirms and acknowledges that the owner, occupant, or operator receiving financial assistance for the proposed project is in substantial compliance with applicable local, state and federal tax, worker protection and environmental laws, rules and regulations.

Representative of the Applicant: \_\_\_\_\_

**Part VIII – Certification**

\_\_\_\_\_ (name of representative of entities submitting application) deposes and says that he or she is the \_\_\_\_\_ (title) of \_\_\_\_\_, the entities named in the attached application; that he or she has read the foregoing application and knows the contents thereof; and that the same is true to his or her knowledge.

Deponent further says that s/he is duly authorized to make this certification on behalf of the entities named in the attached Application (the “Applicant”) and to bind the Applicant. The grounds of deponent’s belief relative to all matters in said Application which are not stated upon his/her personal knowledge are investigations which deponent has caused to be made concerning the subject matter this Application, as well as information acquired by deponent in the course of his/her duties in connection with said Applicant and from the books and papers of the Applicant.

As representative of the Applicant, deponent acknowledges and agrees that Applicant shall be and is responsible for all costs incurred by the Dutchess County Industrial Development Agency (hereinafter referred to as the “Agency”) in connection with this Application, the attendant negotiations and all matters relating to the provision of financial assistance to which this Application relates, whether or not ever carried to successful conclusion. If, for any reason whatsoever, the Applicant fails to conclude or consummate necessary negotiations or fails to act 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 Applicant is unable to find buyers willing to purchase the total bond issue required, then upon presentation of invoice, Applicant shall pay to the Agency, its agents or assigns, all actual costs incurred with respect to the application, up to that date and time, including fees to bond or transaction counsel for the Agency and fees of general counsel for the Agency. Upon successful conclusion of the transaction contemplated herein, the Applicant shall pay to the Agency an administrative fee set by the Agency in accordance with its fee schedule in effect on the date of the foregoing application, and all other appropriate fees, which amounts are payable at closing.

The Applicant hereby subscribes and affirms under the penalties of perjury that the information provided in this Application is true, accurate and complete to the best of his or her knowledge

\_\_\_\_\_  
Representative of Applicant

Sworn to me before this \_\_\_\_\_  
Day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
(seal)

**\*\* Note: If the entities named in this Application are unrelated and one individual cannot bind both entities, Parts V, VII and VIII of this Application must be completed by an individual representative for each entity \*\***

## **SCHEDULE A**

### **Agency's COVID-19 Relief Program Recapture and Termination Provisions**

#### **Termination or Suspension of Financial Assistance**

The Agency, in its sole discretion and on a case-by-case basis, may determine (but shall not be required to do so) to terminate or suspend the Financial Assistance (defined below) provided to a project upon the occurrence of an Event of Default, as such term is defined and described in the Equipment Lease and Project Agreement entered into by the Agency and a project applicant (the "Applicant") or any other document entered into by such parties in connection with a project (the "Project Documents"). Such Events of Default may include, but shall not be limited to, the following:

- 1) Sale or closure of the Facility (as such term is defined in the Project Documents);
- 2) Failure by the Applicant to pay or cause to be paid amounts specified to be paid pursuant to the Project Documents on the dates specified therein;
- 4) A material violation of the terms and conditions of the Project Agreements; and
- 5) A material misrepresentation contained in the application for Financial Assistance, any Project Agreements or any other materials delivered pursuant to the Project Agreements.

The decision of whether to terminate or suspend Financial Assistance and the timing of such termination or suspension of Financial Assistance shall be determined by the Agency, in its sole discretion, on a case-by-case basis, and shall be subject to the notice and cure periods provided for in the Project Documents.

For the purposes of this schedule, the term "Financial Assistance" shall mean all direct monetary benefits, tax exemptions and abatements and other financial assistance, if any, derived solely from the Agency's participation in the transaction contemplated by the Project Agreements including, sales tax exemption savings realized by or for the benefit of the Applicant, including and savings realized by any agent of the Applicant pursuant to the Project Agreements in connection with the Facility.

#### **Recapture of Financial Assistance**

The Agency, in its sole discretion and on a case-by-case basis, may determine (but shall not be required to do so) to recapture all or part of the Financial Assistance provided to a project upon the occurrence of a Recapture Event, as such term is defined and described in the Project Documents. Such Recapture Events may include, but shall not be limited to the following:

- 1) Any significant deviations from the Project Application Information which would result in the use of the Company Sales Tax Savings for purposes not related to the COVID-19 Relief Equipment Lease Program; or
- 2) The Applicant receives Sales Tax Savings in connection with the Project Work in excess of the Maximum Company Sales Tax Savings Amount; provided, however, that the foregoing shall constitute a Recapture Event with respect to such excess Sales Tax Savings only. It is further provided that failure to

repay the excess Sales Tax Savings within thirty (30) days shall constitute a Recapture Event with respect to all Financial Assistance.

The timing of the recapture of the Financial Assistance shall be determined by the Agency, in its sole discretion, on a case-by-case basis, and is subject to the notice and cure periods provided for in the Project Documents. The percentage of such Financial Assistance to be recaptured shall be determined by the provisions of the Project Documents.

All recaptured amounts of Financial Assistance shall be redistributed to the appropriate affected taxing jurisdiction, unless agreed to otherwise by any local taxing jurisdiction.

For the avoidance of doubt, the Agency may determine to terminate, suspend and/or recapture Financial Assistance in its sole discretion. Such actions may be exercised simultaneously or separately and are not mutually exclusive of one another.

All capitalized terms not otherwise defined in this Schedule shall have the meanings given to them in the Project Documents.