

TOWN OF WAWAYANDA LOCAL DEVELOPMENT CORPORATION

**APPLICATION
TO
TOWN OF WAWAYANDA LOCAL DEVELOPMENT CORPORATION
FOR
FINANCIAL ASSISTANCE**

I. APPLICANT INFORMATION:

Company Name: _____

Address: _____

Phone No.: _____

Telefax No.: _____

Fed Id. No.: _____

Contact Person: _____

E-mail: _____

Principal Owners/Officers/Directors (list owners with 15% or more in equity holdings with percentage ownership):

Corporate Structure (attach schematic if Applicant is a subsidiary or otherwise affiliated with another entity)

FORM OF ENTITY

Corporation _____

Date of incorporation: _____

State of incorporation: _____

Partnership _____

General _____ or Limited _____
Number of general partners _____
If applicable, number of limited partners _____

Date of formation: _____
Jurisdiction formation: _____

Limited Liability Company/Partnership (number of members _____)

Date of organization: _____
State of organization: _____

Sole Proprietorship _____

Other _____

APPLICANT'S COUNSEL

Name: _____

Address: _____

Phone No.: _____

Fax No.: _____

E-mail: _____

II. PROJECT INFORMATION

A) Describe the project and provide a description of the costs and expenditures expected (or attach a schedule, as needed). Describe why you are seeking assistance from the Town of Wawayanda Local Development Corporation and how you think the assistance will benefit the residents of the Town of Wawayanda. Also describe what other sources of funding you are seeking or have sought. Provide any other information that you think is appropriate. Attach additional pages, if needed.

B) Describe the particular benefits the project will provide to the community in the following areas:

Jobs created _____

Jobs retained _____

Private funds invested _____

Other Benefits _____

C) Project Address (if applicable): _____

Tax Map Number _____

D) Are Utilities on Site?

Water _____

Electric _____

Gas _____

Sanitary/Storm Sewer _____

E) Present legal owner of the site (if applicable) _____

If present legal owner is **not** the Applicant, by what means will Applicant acquire the site for this Project:

F) Principal Use of Project upon completion: _____

III. REPRESENTATIONS BY THE APPLICANT

The Applicant understands and agrees with the Agency as follows:

A) Job Listings. If the Project receives any Financial Assistance from the Agency, 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 (the "DOL") and with the administrative entity (collectively with the DOL, the "JTPA Entities") of the service delivery area created by the federal job training partnership act (Public Law 97-300) ("JTPA") in which the Project is located.

- B) First Consideration for Employment. The Applicant understands and agrees that, if the Project receives any Financial Assistance from the Agency, except as otherwise provided by collective bargaining agreements, where practicable, the Applicant will first consider persons eligible to participate in JTPA programs who shall be referred by the JTPA Entities for new employment opportunities created as a result of the Project.

 - C) Annual Employment Reports. The Applicant understands and agrees that, if the Project receives any Financial Assistance from the Agency, the Applicant agrees to file, or cause to be filed, with the Agency, on an annual basis, reports regarding the number of people employed as a result of the Project.

 - D) Absence of Conflicts of Interest. The Applicant has received from the Agency a list of the members, officers and employees of the Agency. No member, officers or employee of the Agency has an interest, whether direct or indirect, in any transaction contemplated by this Application, except as hereinafter described:
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The Applicant and the individual executing this Application on behalf of the Applicant acknowledge that the Agency 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.

(Applicant Signature)

By: _____

Name:

Title:

CERTIFICATION AND HOLD HARMLESS AGREEMENT BY APPLICANT

_____ (Name of chief executive officer of company submitting application) deposes and says that (s)he is the _____ (title) of _____ (company name), the entity named in the attached application; that (s)he has read the foregoing application and knows the contents thereof and that the same is true to his/her knowledge.

Deponent further says that the grounds of deponent's belief relative to all matters in said application which are not stated upon his/her own personal knowledge, are investigations which deponent has caused to be made concerning the subject matter of this application as well as information acquired by deponent in the course of his/her duties as an officer of said entity and from the books and papers of said entity.

As an officer of said entity (hereinafter referred to as the "Applicant"), deponent acknowledges and agrees that Applicant shall be and is responsible for all costs incurred by the Town of Wawayanda Local Development Corporation (hereinafter referred to as the "Agency") acting on behalf of Applicant in connection with this application.

Applicant hereby releases the Agency and the members, officers, servants, agents and employees from, agrees that the Agency shall not be liable for and agrees to indemnify, defend and hold the Agency harmless from and against any and all liability arising from or expense incurred by (A) the Agency'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 assistance requested therein are favorably acted upon by the Agency, and (B) any further action taken by the Agency 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.

(Applicant Signature)

By:-----

Name:

Title:

Sworn to before me this
_____ day of 20_____, 20_____.

Notary Public