



## COUNTY OF OTSEGO LOAN PROGRAMS INSTRUCTIONS

### **Welcome Business Owner!**

The Otsego County Economic Development Department and its partnering agencies offer low-rate loans and other financial incentives to assist with your company's growth and expansion projects. In accordance with our mission, we provide access to four different loan programs. Each program offers financial assistance for specific uses and project types.

### **Instructions:**

- Read the loan program guidelines to familiarize yourself with the program and to be sure your company's project will meet the specific requirements.
- Carefully review and complete the application form.
- Review the supporting document check list and submit all required documentation specific to this project. Note: some documentation will be required after the submission of the application and approval and prior to loan closing.
- Read and sign the attached consent and authorization forms.  
Note that there is a Notary required.
- There is a \$100 non-refundable application fee. Please make check payable to County of Otsego and submit with application.
- Upon completion, schedule an appointment with the Economic Development Developer/Specialist to review the application and supporting documentation.

For additional information regarding program guidelines and the application process please contact us at 607-432-8871.



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## **OCDC RURAL REVOLVING LOAN GUIDELINES**

### **PROGRAM PURPOSE**

The purpose of the Otsego County Development Corporation Rural Revolving Loan Fund is to provide gap funding for value-added agricultural or related companies who are unable to fund their entire project with equity and/or conventional bank financing.

### **ELIGIBLE ACTIVITIES**

Assistance may be provided for industrial, service and non-retail commercial projects in keeping with the Program Purpose.

Funds can be used for fixed asset and non-fixed asset purchases including, but not limited to the following:

- 1.) acquisition and/or new construction
- 2.) renovations and/or additions to facilities
- 3.) purchase of capital equipment
- 4.) working capital

In addition, funds can be applied for reimbursement of reasonable project "soft costs" that include architectural, engineering, consultant, interim financing and legal fees. These costs must be identified at the time the application is submitted and must be reviewed and approved for their appropriateness by staff and the loan review committee.

Funds generally will be available on a priority basis to assist business expansion projects or relocations. Start-ups will be considered where the applicant must provide a detailed business plan.

Loans for the refinancing of existing debt or the payment of outstanding taxes is prohibited. Where business acquisitions are involved, loans will not be used to finance "goodwill". In this case, the applicant must separate out the "goodwill" amount from project costs.

### **LOAN REVIEW CRITERIA**

The Loan Review Committees shall utilize financial underwriting guidelines and criteria published by the U.S. Department of Housing and Urban Development to select projects that are financially viable and that will make the most effective use of the Rural Revolving Loan Fund. The guidelines for financial underwriting are for the purpose of achieving the following objectives:

- A.) That the project costs are reasonable;
- B.) That all sources of project financing are committed;
- C.) That to the extent practicable, funds are not substituted for non-public financial support;
- D.) That the project is financially feasible;
- E.) That to the extent practicable, the return on the owner's equity investment will not be unreasonably high, and;

F.) That to the extent practical, funds are disbursed on a pro-rata basis with other funds provided to the project.

The Loan Review Committee shall also be responsible for making sure that at least a minimum level of public benefit is obtained from the expenditure of funds in accordance with HUD guidelines.

### **LOAN AMOUNTS**

Due to the limited amount of funds and staff available, it is the intention of this Program to be involved in projects with a total cost of at least \$62,500.

The Otsego County Development Corporation Rural Revolving Loan Fund Program shall also intend to fund no more than 40% of a project's total cost to a maximum of \$150,000, dependent on availability. In addition, consideration shall be given to the amount of loan funds requested and the number of jobs created and/or retained as a result of the project based upon a three-year employment projection. The Program's goal is not to exceed a ratio of \$20,000 per job created within three years.

A typical loan package would be structured somewhat as follows:

- 50% Participating Private Lender
- 40% Otsego County Job Development Loan Program
- 10% Cash Equity by Applicant (or more, depending upon bank requirements)

Where other government funds are involved (federal, state or regional government/public loan programs), it is generally intended that the combination of Otsego County Rural Revolving Loan Funds with these other public funds shall not exceed 50% of the total eligible project costs, other loan amount criteria notwithstanding.

### **LOAN RATES & TERMS**

An objective of the Program is to provide a below market blended interest rate and gap financing for business concerns. The interest rate and term for loans issued from the Program shall be determined during the evaluation of project costs and financial requirements, as previously discussed and described.

It is expected that loans will normally be issued at a fixed rate of 4%.

Generally, loan terms will mirror those stipulated by the private financial lender in the project based on the expectant life of the asset(s) financed and are commonly as follows:

- 1.) Real Estate Financing - up to 15 years maximum
- 2.) Machinery & Equipment - 5 to 7 years maximum
- 3.) Working Capital - 3 to 5 years maximum

### **WAIVERS TO LOAN AMOUNTS, LOAN RATES AND TERMS**

Deviations from the above referenced amounts, rates and terms are possible if it is clearly demonstrated as being necessary, using generally accepted principals of finance, to structure the loan package or when the county is competing with other localities for attracting the applicant and it is therefore necessary to develop a competitive incentive package. Such deviations shall be requested at time of application and shall be evaluated during loan package review by the Loan Review Committee.

## **LOAN SECURITY**

All loans shall be secured to the fullest extent possible based on recommendations from staff, the Loan Review Committee, and as prescribed by Legal Counsel to the Program.

All tangible assets of the business and applicant(s) will be subject to being included as part of the collateral package. All loans will also require personal guarantees of the applicant(s), and may include guaranty by the officers of the corporation and stockholders with greater than 20% of the company's stock.

## **FEES**

A non-refundable filing fee of \$100.00 is required upon submittal of an application. The borrower is also required to pay the expenses incidental to the loan including filing and recording fees, mortgage tax, if any, abstract charges and the reasonable and customary cost of the Program's Attorney fee.

## **PROGRAM BENEFIT**

As a condition of receiving Otsego County Development Corporation Rural Revolving Loan Funds, the borrower must create and/or retain jobs that principally benefit low and moderate-income persons. The term, principally benefiting low and moderate-income persons, is defined as meaning 51% of the jobs created/retained will be available with first hire opportunity to go to low and moderate income persons based on the HUD Section 8 Income Guidelines for Otsego County residents by household size. The borrower shall enter into an agreement with Otsego County and/or an associated entity such as the NYS Department of Labor for recruitment, referral and placement of jobs involving low and moderate-income people as a process for meeting this requirement.

## **DISBURSEMENT OF FUNDS**

Loans will be normally be disbursed as reimbursement for project expenditure at completion of the project and only after all private and other project funds are expended. It is therefore suggested that the borrower obtain construction or interim financing. Construction and interim financing are eligible project costs and may be added to the project budget at time of application.

Funds will be disbursed only upon documentation of receipts, cancelled checks, and invoices. In some instances, checks payable to the borrower and the vendor/supplier (double payee) will be disbursed to provide adequate checks and balances on the use of program funds or to expedite loan closing.

Loans will be disbursed only on actual project cost and on the percentage of Rural Revolving Loan Program Funds committed as a part of the initially approved project budget. If the project cost is less than estimated and applied for, the loan amount will be reduced proportionately. Generally, cost over-runs will not be financed except where there are extenuating circumstances that are documented by the borrower and all financial lenders agree to finance a proportionate amount of the over-run.

## **PROGRAM ADMINISTRATION**

Administrative and clerical assistance for the Otsego County Development Corporation Rural Revolving Loan Fund Program is provided by the Otsego County Department of Economic Development. The County of Otsego Board of Representatives Administration Standing Committee shall act as the Loan Review Committee to the program. The Committee's regular monthly meetings are generally held on the last Monday of each month. Special meetings are called as appropriate. Loan reviews shall occur in confidence, closed to the media and public. Only decisions shall be announced and published for public record.

## **LOAN APPLICATION/REVIEW PROCESS**

A major objective in administering the Otsego County Development Corporation Rural Revolving Loan Fund Program is the establishment of a non-bureaucratic application and review process.

To achieve this objective, the following steps in the process have been identified:

- 1.) The Otsego County Economic Developer will meet and interview the applicant to gain an understanding of the potential project, to determine the legal, regulatory and policy eligibility of the deal, and to discuss the structure of the financial loan package.
- 2.) The applicant shall secure private financial participation and shall submit a fully completed application.
- 3.) The Economic Developer shall evaluate the application to determine adherence to program objectives and completeness of the application.
- 4.) When fully complete, the loan application and/or a loan analysis shall be brought before the Administration Standing Committee for consideration. The Committee will attempt to ascertain to what extent the proposed loan application meets the Loan Review Criteria, generally described as follows:
  - a.) Goals and Objectives of the Program, i.e.: job creation/retention and financing need
  - b.) Borrower's credit worthiness; i.e.: status of current obligations, identification of potentially detrimental legal actions, and future ability to repay proposed obligations.
  - c.) Project feasibility, i.e.: income, profit and job projections; and
  - d.) Appropriateness of Project Costs and County Involvement; i.e.: those costs are eligible and reasonable that the structure of the loan packs is appropriate, and that the project provides employment or other economic benefits.
  - e.) Proof of other financial commitments and extent of loan collateral available.

A simple majority vote of the Committee's membership shall constitute approval of the loan application.

Should a loan request fail to be approved, the applicant may be given an opportunity to address and/or correct identified deficiencies and/or appear before the Committee. Such opportunities shall be at the sole discretion of the Committee's membership.

## **RELOCATION PENALTY**

Any borrower who chooses to move the business from Otsego County prior to the end of the borrowing period will be subject to complete repayment of principal and interest at the time of the decision to relocate or actual relocation as elected by Otsego County.

## **PROJECT MONITORING**

The borrower will be required to submit periodic (usually annually) Employment Compliance Reports to show their progress in meeting employment-hiring goals.

“This is an Equal Opportunity Program. Discrimination is prohibited by Federal Law. Complaints of discrimination may be filed with USDA, Director, Office of Civil Rights, Washington, D.C. 20250-9410”

## **LOAN REPAYMENTS**

All loan closing will be set-up to make the first monthly payment of principal and interest due on the first of each month. An interest only payment normally will be charged from the day of closing through the end of the month to make each payment due on the first of every month.

There will be a fifteen day grace period (including the day the payment is due) so that payments will be accepted through the 15th without any late payment penalty being assessed. All payments received after the grace period will carry a monthly late payment penalty of two percent (2%).

## **TAXES AND OTHER OBLIGATIONS BY LAW**

All real property tax obligations, state sales tax, payroll taxes and any other obligations by law relative to the business must be current as a condition for receiving financial assistance under the Otsego County Development Rural Revolving Loan Fund Program.

*Information provided herein will not be made public prior to the passage of a Resolution, but may be subject to disclosure under the New York Freedom of Information Act.*

## DOCUMENTS REQUIRED TO COMPLETE THE APPLICATION

All of the following information, where applicable, must be submitted for the application to be considered complete. All questions answered are made a part of this application. All documents must be signed and dated by person signing this form.

**Check Box to  
Indicate completed**

1.  **Application form filled out and supplemental documentation included.**
  
2.  **Business Plan**  
Executive Summary, General Company Description, Products and services, Marketing and Operations Plan, Management and Organization Financials
  
3.  **Current personal financial statement for each stockholder (with 20% or more ownership), partner, officer, and owner**  
  
 **If your business, owners or majority stockholders has a controlling interest in *other businesses*, provide their names, amount of ownership and relationship with your company.**

**4. Financial Statements for the past 3 years which should include:**

**A. Established Business**

- Balance Sheet / Profit and Loss Statement / Reconciliation of Net Worth (If your most recent statement is more than six months old, provide an interim statement)
- 3 years historical Federal Income Tax Returns.
- Aging of Accounts Receivable and Payable.
- 3-year projected Cash Flow Statement (include assumptions the projections are based on).

**OR**

**B. New business:**

- Provide projected balance sheet
- Projected profit and loss statement for the next 3 years
- Projected cash flow for the next 3 years

5.  **Provide documentation of other sources of funding committed to the project (i.e. a bank commitment letter, verification of equity, etc.) and the need for County participation**
  
6. **Based on the form of organization, please provide proof of the Entity:**

**Corporation:**

- Articles of Incorporation or Filing Receipt from New York State Secretary of State
- Copy of By-Laws
- Corporate resolution authorizing transaction and signature

**Partnership:**

- Partnership Agreement
- New York State Filing Receipt

**Sole Proprietorship:**

- Copy of filed DBA
- Filing Receipt

**Franchise:**

- Copy of Franchise Agreement
- FTC Disclosure Statement

**Limited Liability Company (LLC):**

- Copy of Articles of Incorporation
- Copy of filing receipt and Proof of Publication
- Copy of Operating agreement with list of members authorized for transaction and signature
- Copy of Resolution from member meeting authorizing transaction
- Copy of addendum reflecting any changes to membership

**7. Supplemental information based on the use of funds, please provide the following:**

A. For land and building including renovations:

- Copy of Sale agreement
- Current appraisal
- Quotes for construction/renovation work
- Plans and specifications
- Provide an environmental review if funds will be used or collateralized by land, buildings, construction or major renovation

*Other applicants may be required to provide environmental review on a case-by-case basis.*

- For the purchase of machinery/equipment include a list of the equipment and quotes.
- For working capital, describe the uses.

8.  For all existing entities, copies of property and school tax receipts.

9.  Any additional information which may augment the application.



## COUNTY OF OTSEGO LOAN APPLICATION

*Information provided herein will not be made public by Otsego County prior to the passage of a Resolution, but may be subject to disclosure under the New York Freedom of Information Act.*

Application Date: \_\_\_\_\_

Date Received by Department: \_\_\_\_\_  
(Office use Only)

### APPLICANT INFORMATION

Applicant's Name/Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Company Name: \_\_\_\_\_ Tax ID Number: \_\_\_\_\_

DUNS#: \_\_\_\_\_ NAICS#: \_\_\_\_\_

Address: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_ Cell Number: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ County: \_\_\_\_\_

E-mail: \_\_\_\_\_

Website: \_\_\_\_\_

Type of Business: \_\_\_\_\_ Date Business Established: \_\_\_\_\_

Company Bank: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Company Accountant: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ ZipCode: \_\_\_\_\_

Company Attorney: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ ZipCode: \_\_\_\_\_

Form of Entity: \_\_\_\_\_ Corporation \_\_\_\_\_ Partnership \_\_\_\_\_ LLC (P) \_\_\_\_\_ Sole Proprietorship

\*see check list for proof of entity documentation

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**OWNERSHIP**

Proprietor, partners, officers, directors and stockholders. 100% ownership must be shown. Personal guarantees of all individuals with 20% or more ownership will be required. Provide completed personal financial statement for each.

Name & Social Security Number	Complete Address	% Ownership

A) Is the Company presently involved in any litigation, which would have a material effect on the Company's financial solvency or ability to continue operations?  
 No \_\_\_ Yes \_\_\_ (If so, please explain)

B) Has the Company, or any of the management of the Company or its affiliates or subsidiaries, or any other concern with which such Management has been connected, ever been involved in bankruptcy, creditor's rights or receivership proceedings?  
 No \_\_\_ Yes \_\_\_ (If so, please explain)

C) Have the management or principal stockholders of the Company ever been charged with or convicted of any felony, or been the management of or stockholders in any firm or corporation convicted of a felony?  
 No \_\_\_ Yes \_\_\_ (If so, please explain)

D) Has the Company or any of the principals of the Company ever had a professional license revoked?  
 No \_\_\_ Yes \_\_\_ (If so, please explain)

E) Is the Company delinquent on any of its tax obligations or in the payment of any loans?  
 No \_\_\_ Yes \_\_\_ (If so, please explain)

F) Does the Company maintain annual Financial Statements?  
 No \_\_\_ Yes \_\_\_ (If yes, attach copies of 3 most recent years statements)

G) Has the Company filed Federal and State income Tax Returns?  
 No \_\_\_ Yes \_\_\_ (If yes, attach copies of 3 most recent years returns)  
 (If no, attach copies of 3 most recent years' personal returns)



## PERSONAL FINANCIAL STATEMENT

As of \_\_\_\_\_, \_\_\_\_\_

Complete this form for: (1) each proprietor, or (2) each limited partner who owns 20% or more interest and each general partner, or (3) each stockholder owning 20% or more of voting stock, or (4) any person or entity providing a guaranty on the loan.

Name	Business Phone
Residence Address	Residence Phone
City, State, & Zip Code	
Business Name of Applicant/Borrower	

ASSETS		LIABILITIES	
	(Omit Cents)		(Omit Cents)
Cash on hand & in Banks .....	\$ _____	Accounts Payable .....	\$ _____
Savings Accounts .....	\$ _____	Notes Payable to Banks and Others .....	\$ _____
IRA or Other Retirement Account .....	\$ _____	(Describe in Section 2)	
Accounts & Notes Receivable .....	\$ _____	Installment Account (Auto) .....	\$ _____
Life Insurance-Cash Surrender Value Only .....	\$ _____	Mo. Payments \$ _____	
(Complete Section 8)		Installment Account (Other) .....	\$ _____
Stocks and Bonds .....	\$ _____	Mo. Payments \$ _____	
(Describe in Section 3)		Loan on Life Insurance .....	\$ _____
Real Estate .....	\$ _____	Mortgages on Real Estate .....	\$ _____
(Describe in Section 4)		(Describe in Section 4)	
Automobile-Present Value .....	\$ _____	Unpaid Taxes .....	\$ _____
Other Personal Property .....	\$ _____	(Describe in Section 6)	
(Describe in Section 5)		Other Liabilities .....	\$ _____
Other Assets .....	\$ _____	(Describe in Section 7)	
(Describe in Section 5)		Total Liabilities .....	\$ _____
.....	\$ _____	Net Worth .....	\$ _____
<b>Total</b>		<b>Total</b>	\$ _____
	\$ _____		\$ _____

Section 1. Source of Income		Contingent Liabilities	
Salary .....	\$ _____	As Endorser or Co-Maker .....	\$ _____
Net Investment Income .....	\$ _____	Legal Claims & Judgments .....	\$ _____
Real Estate Income .....	\$ _____	Provision for Federal Income Tax .....	\$ _____
Other Income (Describe below)* .....	\$ _____	Other Special Debt .....	\$ _____

Description of Other Income in Section 1.

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\*Alimony or child support payments need not be disclosed in "Other Income" unless it is desired to have such payments counted toward total income.

Section 2. Notes Payable to Banks and Others. (Use attachments if necessary. Each attachment must be identified as a part of this statement and signed.)

Name and Address of Noteholder(s)	Original Balance	Current Balance	Payment Amount	Frequency (monthly, etc.)	How Secured or Endorsed Type of Collateral

<b>Section 3. Stocks and Bonds. (Use attachments if necessary. Each attachment must be identified as a part of this statement and signed).</b>					
Number of Shares	Name of Securities	Cost	Market Value Quotation/Exchange	Date of Quotation/Exchange	Total Value

**Section 4. Real Estate Owned.** (List each parcel separately. Use attachment if necessary. Each attachment must be identified as a part of this statement and signed.)

	Property A	Property B	Property C
Type of Property			
Address			
Date Purchased			
Original Cost			
Present Market Value			
Name & Address of Mortgage Holder			
Mortgage Account Number			
Mortgage Balance			
Amount of Payment per Month/Year			
Status of Mortgage			

**Section 5. Other Personal Property and Other Assets.** (Describe, and if any is pledged as security, state name and address of lien holder, amount of lien, terms of payment and if delinquent, describe delinquency)

**Section 6. Unpaid Taxes.** (Describe in detail, as to type, to whom payable, when due, amount, and to what property, if any, a tax lien attaches.)

**Section 7. Other Liabilities.** (Describe in detail.)

**Section 8. Life Insurance Held.** (Give face amount and cash surrender value of policies - name of insurance company and beneficiaries)

I authorize Lender to make inquiries as necessary to verify the accuracy of the statements made and to determine my creditworthiness. I certify the above and the statements contained in the attachments are true and accurate as of the stated date(s). These statements are made for the purpose of either obtaining a loan or guaranteeing a loan. I understand FALSE statements may result in forfeiture of benefits and possible prosecution by the U.S. Attorney General (Reference 18 U.S.C. 1001).

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Social Security Number: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Social Security Number: \_\_\_\_\_

**PROJECT INFORMATION**

Project Description (Include physical location of business enterprise).

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Tax Parcel ID # \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

**Total Project Cost \$** \_\_\_\_\_.

In the box below, indicate the total estimated cost for business start up or expansion needs (USES). Reference anticipated financing SOURCES (private equity, bank financing, Economic Development funds or other) and how they will be applied toward the project financing sources.

<b>USES OF FUNDS</b>	<b>PROJECT COST</b>	<b>SOURCE OF FUNDS Name of Source and \$ Amount</b>	<b>COUNTY USE ONLY</b>
Land Acquisition			
Property Acquisition			
New Construction / Expansion / Renovation (please indicate)			
Machinery / Equipment			
Inventory			
Working Capital			
Soft Costs (Architects, Engineers, Legal)			
Business Acquisition			
All Other (Please explain)			
<b>TOTAL</b>			

**County Use Only:**

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**EMPLOYMENT PROJECTIONS**

	<b>Full-time*</b>	<b>Part-time</b>	<b>Seasonal</b>
Current Employment			
Projected New Jobs			
1 <sup>st</sup> Year			
2 <sup>nd</sup> Year			
3 <sup>rd</sup> Year			
Retained Jobs			
Average Hourly Wage	\$	\$	\$
Average Annual Wage	\$	\$	\$

*\* Full-time employee is defined as working 35 hours per week on a year round basis*

**DESCRIPTION OF BUSINESS ASSETS**

	<b>Present Market Value</b>	<b>Present Loan Balance</b>	<b>Collateral in the name of:</b>
<b>A. Land &amp; Building</b>			
<b>B. Accounts Receivable</b>			
<b>C. Inventory</b>			
<b>D. Machinery/Equip</b>			
<b>E. Furniture/Fixtures</b>			
<b>F. Other</b>			
<b>TOTALS</b>			

For equipment or machinery to be used as collateral to Otsego County, provide an itemized list that contains serial and identification numbers, if available. Use attached Schedule of Collateral sheet, Section II

For Real Estate offered as collateral, a legal description of the property is required, including an abstract and title insurance. Use attached Schedule of Collateral sheet, Section I

**OUTSTANDING BUSINESS DEBT**

Furnish the following information on all installment loans, contracts, notes and mortgages payable, term loans and/or revolving credit arrangements and capitalized leases. Present balance should agree with latest balance sheet submitted. (Attach additional sheets if needed.)

<b>To Whom Payable</b>	<b>Original Amount &amp; Date</b>	<b>Interest Rate</b>	<b>Present Balance &amp; Monthly Payment</b>	<b>Maturity Date</b>	<b>Security</b>	<b>Current/Past Due</b>

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**CREDIT CHECK AUTHORIZATION**



Please provide the following information:

Full Name: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

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

Date of Birth: \_\_\_\_\_

Driver's License Number & State of Issue: \_\_\_\_\_

Spouse's Name: \_\_\_\_\_

Previous Addresses in the Last Five Years:

Number & Street, City, State, Zip: \_\_\_\_\_

Years: \_\_\_\_\_

Number & Street, City, State, Zip: \_\_\_\_\_

Years: \_\_\_\_\_

Number & Street, City, State, Zip: \_\_\_\_\_

Years: \_\_\_\_\_

I certify that I am the person named above and that I am, submitting this request for my own credit report.

SIGNATURE: \_\_\_\_\_

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

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**PREVIOUS GOVERNMENT FUNDING**

If you or any principals have received any other Federal direct loan or guarantee assistance, complete the following:

Name of Agency	Original Loan Amount	Date of Loan	Balance of Loan	Loan Current or Past Due

**REFERENCES**

Provide the name, address, contact person and phone numbers of at least one bank, two vendor, and three customer references

<b>Bank Name and Address:</b>	<b>Contact Name:</b>	<b>Telephone Number:</b>
<b>Vendor Name and Address:</b>	<b>Contact Name:</b>	<b>Telephone Number:</b>
<b>Vendor Name and Address:</b>	<b>Contact Name:</b>	<b>Telephone Number:</b>
<b>Customer Name and Address:</b>	<b>Contact Name:</b>	<b>Telephone Number:</b>
<b>Customer Name and Address:</b>	<b>Contact Name:</b>	<b>Telephone Number:</b>
<b>Customer Name and Address:</b>	<b>Contact Name:</b>	<b>Telephone Number:</b>

**Applicant's Signature**

Name & Title: \_\_\_\_\_

Date: \_\_\_\_\_

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**CONSENT FOR RELEASE OF INFORMATION**

I hereby authorize Otsego County obtain any information relative to this loan application which they may retain, from any bank, any finance company, any loan company, any credit bureau, or any other source of information to which they may apply, each such source being hereby authorized to provide you with such information.

Without in any way limiting the foregoing, I affirm, represent and warrant that I have no outstanding obligations to any bank, loan company, corporation, or individual and that no suits, judgment or legal claims of any kind whatsoever are pending against me, except those as stated by me in this application.

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

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

\_\_\_\_\_

Date: \_\_\_\_\_

**NEW YORK STATE EMPLOYMENT REPORTING REQUIREMENTS**

**Job Listings**

In accordance with Section 858-b(2) of the New York General Municipal Law, Applicant understands and agrees that, 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 within the New York State Department of Labor Community Services Division (the DOL) and with the One-Stop Center of the service delivery area created by the federal Workforce Investment Act (WIA) in which the Project is located.

**First Consideration for Employment**

In accordance with Section 858-b(2) of the New York General Municipal Law, 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 applicable, the Applicant will first consider persons eligible to participate in WIA programs that shall be referred by the One-Stop Center for new employment opportunities created as a result of the Project.

**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 at the project site.

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **AGREEMENTS AND CERTIFICATIONS**

### **AGREEMENTS:**

1. I/We agree that the project will adhere to all local, state and federal air and water pollution standards.
2. I/We agree that if I/We do not comply with the Agreements and Certifications herein, or the program guidelines listed herein, or in the event of a default, or in the event of the violation of any federal, state or local law, statute, order, rule or regulation regarding the use of loan proceeds or operating practices, the total unpaid principal, together with unpaid interest thereon, will become immediately due and payable, at the option of Otsego County.
3. I/We agree that the project will adhere to all local, state and federal historic preservation laws and regulations.
4. I/We agree that I/We will obtain and maintain flood hazard insurance if required, pursuant to National Flood Plain Policy.
5. I/We agree that if construction is financed by this loan, accessibility to the handicapped will be assured by compliance with the standards of 41 CFR, Sub-Part 101-19.6.
6. I/We agree to provide an annual operating statement to Otsego County within a reasonable time of the close of the fiscal year of the applicant organization.
7. I/We agree to use best efforts to utilize minority and/or women-owned businesses as vendors or subcontractors and minority and/or women individuals in any employment opportunities generated as a result of this project. Further, I/We agree to make good faith efforts to comply with the Affirmative Action Program of New York State.
8. I/We authorize disclosure of all information submitted in connection with this application to any funding source, private or public, as part of negotiations for their participation in the financial package.
9. I/We authorize Otsego County to collect confidential personal and business information relevant to the processing and evaluation of this loan.
10. I/We waive all claims against Otsego County and their staff and consultants.
11. I/We agree to post Civil Rights Guidelines in a conspicuous place accessible to employees, and to not violate any applicable Civil Rights guidelines.
12. I/We certify that we will comply with Federal Fair Labor Standards Act (i.e. Davis-Bacon) when required.
13. I/We agree that this business will operate within Otsego County for the term of the loan. In the event the company chooses to relocate outside Otsego County, all outstanding loan funds will be immediately repaid.

### **CERTIFICATIONS:**

1. I/We certify that all information in this application and the Attachments are true and complete to the best of my/our knowledge and is submitted so Otsego County can decide whether to grant a loan or participate with the lending institution in a loan to me/us.
2. I/We give the assurance that I/We will comply with Section 112 and 113 of Vol. 13 of the Code of Federal Regulations. These Code Sections prohibit discrimination on the grounds of race, color, sex, religion, marital status,

handicap, age or national origin by recipients of Federal financial assistance and require appropriate reports and

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access to books and records. These requirements are applicable to anyone who buys or takes control of the business. I/We realize that if I/We do not comply with these non-discrimination requirements my/our loan can be called, terminated, or prepayment accelerated.

3. I/We certify that facilities under its ownership, lease, or supervision, which will be utilized in the accomplishment of the project or services financed by Otsego County, are not listed on the Environmental Protection Agency’s (EPA) list of violating facilities pursuant to Section 15.20 or 50 CFR, Part 15. Further, I/We certify that I/We will conform to all applicable environmental regulations including floodplains, wetlands, historic or archaeological properties, air and water quality, solid waste discharge, hazardous and/or toxic waste disposal, drinking water resources, sewage and non-renewable national resources.

4. I/We certify that I/We am/are not relocating operations or employment from another labor market with the proceeds of the proposed Otsego County Loan.

5. I/We agree to all the preceding Agreements and Certifications.

6. I/We understand the contents and purpose of this application, and the guidelines of the Otsego County Loan Fund.

7. I/We do solemnly affirm that to the best of my/our knowledge, information provided and statements herein are true and accurate.

8. I/We am/are aware that the filing of a false instrument in connection with the application for funding by a New York State public benefit corporation constitutes an attempt to defraud the State and may be a felony under the laws of the State of New York.

Signature: \_\_\_\_\_ Date \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF NEW YORK )  
 )ss.:  
COUNTY OF \_\_\_\_\_

On the \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public \_\_\_\_\_

My commission expires: \_\_\_\_\_

Office use Only

Date reviewed by Committee: \_\_\_\_\_

Date Approved: \_\_\_\_\_ Date Disapproved: \_\_\_\_\_

Application updated October 2009

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