

THE AGENCY

B R O O M E C O U N T Y I D A / L D C

BROOME COUNTY COVID RECOVERY FUND APPLICATION

DATE: _____

CONTACT INFORMATION

CONTACT PERSON: _____ PHONE: _____

COMPANY NAME: _____

ADDRESS: _____

BUSINESS INFORMATION

DUNS NUMBER: _____ Hours of Operations: _____

FEDERAL EIN: _____

Principal Business Activity: _____

Date Business Established: _____

Present Number of Employees: _____ MWBE: Yes No
(must be 25 or less)

Are 51% of Your Employees Low Moderate Income: Yes No Veteran Owned: Yes No
(NYS 45 Form must be submitted)

Type of Business: Corporation Partnership Sole Proprietorship

Principal of Company	Percent Ownership	SS#

Present Commercial Bank: _____

Please check one:

Does the Company own or lease its existing facilities? Own Lease

GRANT DESCRIPTION

Amount Requested: _____

Provide a brief summary of how the grant funds will be used:

Timeline:

*NOTE: Expenditures must occur between March 18, 2020 and September 1, 2022.

How will the CRF grant help sustain your business?

COVID-19 IMPACT

Describe the economic impact COVID-19 had on your business and how the funds you are requesting will be used for activities that prevent, prepare for, and respond to the COVID-19 pandemic.

Between March 18, 2020 and the date of your application, has your businesses been closed due to COVID-19 restrictions?

Are you currently open/operational?

If open, have the hours of operation been reduced?

If Yes, provide an explanation.

PROJECT OUTCOMES

Number of new hires: _____

Number of Employees to be Retained _____

SOURCES OF FUNDS PREVIOUSLY RECEIVED

Financing Sources	
PPP Loan 1st Round	\$
PPP Loan 2nd Round	\$
EIDL	\$
NYS Loan Fund	\$
Other	\$
	\$
TOTAL	\$

HUD ELIGIBILITY REQUIREMENT

These limits are effective as of June 1, 2021. These maximum income numbers must be demonstrated for the retention and creation of jobs held by low and moderate income persons.

https://www.huduser.gov/portal/datasets/home-datasets/files/HOME_IncomeLmts_State_NY_2021.pdf

2021 HUD Income Limits

Family Size	Income
1 Person	\$40,500
2 Person	\$46,300
3 Person	\$52,100
4 Person	\$57,850
5 Person	\$62,500
6 Person	\$67,150
7 Person	\$71,750
8 Person	\$76,400

*For activities that prevent, prepare for, and respond to coronavirus, grantees and employers may consider individuals that apply for or hold jobs to be members of one-person families, despite family size.

Legal Counsel & Address:

Phone Number:

DOCUMENTATION REQUIRED

1. Income Tax Returns for 2019 and 2020
2. Personal Financial Statements of Principals
3. Projected Financial Statements, if Appropriate
4. Company Profile/History/Reason for Request
5. Liability Payment Schedule
6. 2020 or 2021 NYS 45 Form
7. Proof of Expenditures
8. Form 1-6B - Microenterprise Business Project Summary (completed by The Agency)
9. DOB Worksheet – Duplication of Benefits Worksheet
10. Economic Development Job Forms
11. Any other required documents requested
12. New York State MWBE Certification (if applicable)

**By signing and submitting this application, the applicant agrees to all provisions included in the Broome County Covid Recovery Fund Application, Program Guidelines and Operating Criteria.*

APPLICANT SIGNATURE

NAME: _____

TITLE: _____

DATE: _____

**CONSENT FORM FOR RELEASE OF INFORMATION & CERTIFICATION OF
COMPLIANCE WITH GRANTEE'S LEGAL REQUIREMENTS**

I hereby authorize the Broome County Local Development Corporation to obtain any information relative to our grant 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, judgments or legal claims of any kind whatsoever are pending against me, except those as stated by me in my application.

I further hereby certify that, should I be approved and accept the grant from the BC Covid Recovery Fund, I will comply with all Federal, State and Local laws as described on the appendix on the following page.

Signed: _____

Title: _____

Company Name: _____

Address: _____

Contract Provisions

It is the responsibility of the Recipient to ensure that any of these applicable provisions are included in all contract documents. It is not acceptable for the provisions to just be photocopied and attached to the contract, but rather, the appropriate provision should be included in the appropriate contract section(s) and revised to apply to the contract. All contracts entered or awarded by a Recipient shall contain the following provisions as applicable:

1. **Equal Employment Opportunity** - All construction contracts awarded in excess of \$10,000 shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

2. **Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)** - All contracts and subgrants in excess of \$2000 for construction or repair shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. All suspected or reported violations shall be reported to the Federal awarding agency.

3. **Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)** - When required by Federal grant program legislation, all construction contracts awarded by Recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The Recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage

determination. All suspected or reported violations shall be reported to the Federal awarding agency.

4. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330)** - Where applicable, all construction contracts awarded in excess of \$100,000. Contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous on federal and federally financed and assisted construction projects. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
5. **Additional Contract Provisions** - The following provisions shall also be included in all contracts.
 - a. Contracts in excess of the small purchase threshold shall contain contractual provisions or conditions that allow for administrative, contractual, or legal remedies in instances by which a contractor violates or breaches the contract terms, and provides for such remedial actions as may be appropriate.
 - b. All contracts in excess of \$10,000 shall contain suitable provisions for termination by the Recipient, including the manner by which such termination shall be affected and the basis for settlement.
 - c. Except as otherwise required by statute, an award that requires the contracting (or subcontracting) for construction or facility improvements shall provide for the Recipient to follow its own requirements relating to bid guarantees, performance bonds, and payment bonds unless the construction contract or subcontract exceeds \$100,000. For those contracts or subcontracts exceeding \$100,000, the OCR may accept the bonding policy and requirements of the Recipient, provided the OCR has made a determination that the Federal Government's interest is

adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:

- i. A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder shall, upon acceptance of this bid, execute such contractual documents as may be required within the time specified.
 - ii. A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor’s obligations under such contract.
 - iii. A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by statute of all persons supplying labor and material in the execution of the work provided for in the contract.
 - iv. Where bonds are required in the situations described herein, the bonds shall be obtained from companies holding certificates of authority as acceptable sureties pursuant to 31 CFR part 223, “Surety Companies Doing Business with the United States.”
- d. All negotiated contracts awarded by Recipients or subrecipients shall include a provision to the effect that the Recipient or subrecipient, the OCR, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts and transcriptions.
- e. All contracts shall contain a provision indemnifying the Housing Trust Fund Corporation, its agents and employees, from and against any and all claims, actions, damages, losses, expenses and costs of every nature and, including reasonable attorney’s fees, incurred by or assessed or imposed against the Housing Trust Fund Corporation, to the fullest extent permitted by law, arising out of the project being funded with NYS CDBG funds.
- f. All contracts shall contain a provision acknowledging that all parties shall be bound by, and comply with all applicable Federal, State, and local laws

and regulations, including but not limited to 2 CFR Part 200 Appendix II (Contract Provisions for non-Federal Entity Contracts Under Federal Awards) and 24 CFR Parts 570.

9. **Anti- Job Pirating 24CFR 570.482** - All Economic Development, Small Business, and Microenterprise contracts shall contain a provision acknowledging that Community Development Block Grant Funds will not be used to assist directly the relocation of any industrial or commercial plant, facility, or operation, from one area to another area, if the relocation is likely to result in a significant loss of employment in the labor market area (LMA) from which the relocation occurs. For additional information, see the HUD CDBG Memorandum on Job Pirating Activities (<https://www.hudexchange.info/resource/2219/cdbg-memorandum-job-pirating-activities/>) and 24 CFR 570.482(f).

10. PHOTOGRAPH RELEASE AND LICENSE AGREEMENT

- **GRANT OF LICENSE AND RIGHTS:** The {Property Owner, Homeowner, Business Owner} hereby grants an exclusive license to and any and all rights and benefits, if any, to the photographs taken by Corporation, its agents/assigned at the jobsite for use in any advertising, promotion, and marketing campaign that may conduct in the future. Moreover, it is understood and acknowledged that this license and rights shall apply to any third parties or agents that Corporation in its sole discretion deems necessary to properly and adequately market or promote its building materials and services.
- **CONSIDERATION:** It is understood and agreed that other than the consideration previously received the {Property Owner, Homeowner, Business Owner} will not be entitled to receive any further consideration relative to the use of the photographs described herein, including monetary consideration.
- **RESTRICTIONS:** It is understood and agreed that there will be no restrictions on the license and/or rights granted hereby.
 - a) **PROMOTION/MARKETING:** It is understood and agreed that the {Property Owner, Homeowner, Business Owner} shall have no control or input as to how the photographs are used or utilized in any marketing campaign or promotion and/or advertising unless Corporation, its agents/assigns in its sole discretion deems that such input would be appropriate and useful. It is understood and agreed that Corporation shall have sole authority to determine the mode and method of advertising, merchandising, promoting, selling, and distributing, that involves the use or utilization of the subject photographs.

Moreover, it is understood and agreed that Corporation will not be required to obtain and further approval or consent from the {Property Owner, Homeowner, Business Owner} prior to the use or utilization of any photographs for any promotion or marketing campaign and/or advertising.

DUPLICATION OF BENEFITS WORKSHEET

Applicant Name:
Project Name:

1. Identify Applicants Total Need	
2. Identify Total Assistance Available	
National Flood Insurance Program (NFIP)	
Private Insurance (applicant must submit a claim if covered)	
SBA Grants/Loans (includes PPP and EIDL)	
Other Federal, State or Local Government Assistance	
Other private assistance including charitable contributions	
Subtotal	
3. Identify the Amount of Total Assistance to Exclude as Non-duplicative.	
Explanation of non-duplicative funds:	
4. Identify total DOB Amount (Item 2 minus Item 3)	
5. Calculate Maximum Award (Item 1 minus Item 4)	

Form Completed by:
Date Completed:

Control Number _____

(NAME OF COMMUNITY)
FAMILY INCOME FORM

The employment position for which you are applying has been made available with financial assistance from _____ (Name of Community) using Federal Community Development Block Grant Funding. As a result, the employer is required to obtain the following information:

Name: _____ **Job Title:** _____

Address: _____

INSTRUCTIONS

Determine your family size by counting yourself and each family member who **currently** resides with you within the same housing unit. A family member is a person who is related to you by birth, marriage, or adoption. Circle the appropriate family size below. Next, total the income from all sources received during the last calendar year (January-December) by yourself and each member of your family who **currently** resides with you. Income includes wages, salaries, tips, business income, interest, dividends, the taxable portion of pensions and annuities, IRA distributions, rents, royalties, partnerships, unemployment compensation, and social security; less alimony paid and unreimbursed employee business expenses calculated consistent with IRS Form 2106. Compare this total to the figure listed for the circled family size and indicate whether it is above or below the listed figure by checking the appropriate box.

My Family Income is (check one)

Family Size (Circle)	<30% Median	30-50% Median	50-80% Median	>80% Median
1		_____	_____	
2		_____	_____	
3		_____	_____	
4		_____	_____	
5		_____	_____	
6		_____	_____	
7		_____	_____	
8		_____	_____	

9 or more _____ **Actual Income \$** _____

- Race:** White Black/African American Asian American Indian/Alaskan Native
 Native Hawaiian/Other Pacific Islander American Indian/Alaskan Native and White Asian and White
 Black/African American and White American Indian/Alaskan Native and Black/African American
 Other Multi-Racial Hispanic*

Ethnicity

* Hispanic - HUD has designated Hispanic as an ethnic group. A person should be identified as both a member of a racial group and an ethnic group when this ethnic group is selected

- Female Head of Household Elderly Persons Disabled Persons

Currently Employed? Yes or No (circle)

The information provided herein will be confidential and will only be used to provide statistical data required under the Community Development Block Grant program. It is subject to verification pursuant to the rules and regulations of the Office of Community Renewal and the U.S. Department of Housing and Urban Development.

I certify that the information provided herein is true to the best of my knowledge.

Signature Date

LIABILITY PAYMENT SCHEDULE

LOANS/SECURED BY:	LOAN #	ORIGINAL AMOUNT	BALANCE	RATE	PAYMENT	START DATE	ENDING DATE
				TOTAL			

Name	Name	Date of Statement	<input type="checkbox"/> * Check if Joint Statement
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Balance Sheet (omit cents) * The Bank May Not Consider Jointly Owned Assets In Evaluating An Individual Credit Request.

ASSETS	AMOUNT (\$)	LIABILITIES	AMOUNT (\$)
Cash (Schedule A)	\$	Bank Loans (Schedule D)	\$
Government & Readily Marketable Securities (Schedule B)		Margin Account (s) with Broker (s)	
Non-Readily Marketable Securities (Schedule B)		Notes Payable To Others (Schedule D)	
Personal Residence (s) (Schedule C)		Mortgage Debt (Schedule C)	
Real Estate Investments (Schedule C)		Notes Due: Partnerships (Schedule F)	
Partnerships/PC Interests (Schedule F)		Accounts Payable (Including Credit Cards)	
Other Investments:		Taxes Due	
IRA, Keogh & Other Vested Retirement Assets (Schedule E)		Other Liabilities: (describe)	
Other Assets (Including Personal Property, Cash Surrender Value of Life Insurance, etc):			
TOTAL ASSETS	\$	TOTAL LIABILITIES	\$
		NET WORTH (ASSETS - LIABILITIES)	\$
		TOTAL LIABILITIES & NET WORTH	\$

CONTINGENT LIABILITIES

Are you contingently liable as a general or limited partner, guarantor, co-maker, or endorser for any debt of an individual, corporation or partnership?

Yes No Amount: _____

Description: _____

Describe the amounts and terms of any outstanding letters of credit or surety bonds:

What would be your total estimated tax liability if you were to sell your major assets? (e.g., tax on capital gains reflected in market values shown above, etc.)

Cash Income & Expenditures Statement (Last 12 months, omit cents)

ANNUAL INCOME **	AMOUNT (\$)	ANNUAL EXPENDITURES	AMOUNT (\$)
Salary (Gross)	\$	Income Taxes	\$
Bonuses & Commissions		Rental Payments, Co-op or Condo Maintenance	
Rental Income		Mortgage Payments	
Interest Income		Real Estate Taxes	
Dividend Income		Interest & Principal Payments on Loans	
Partnership Distributions		Partnership Contributions/Obligations (Includes Tax Shelters)	
Net Capital Gains		Tuition, Alimony, Child Support	
Other Income (Describe)		Medical Expenses	
		Other Living Expenses	
		Other Expenditures (describe):	
TOTAL INCOME	\$	TOTAL EXPENDITURES	\$
		NET (Income - Expenditures)	\$

Any significant changes expected in the next 12 months? Yes No (If yes, attach information).

** Income from alimony, child support, or separate maintenance income need not be revealed if the applicant or co-applicant does not wish to have it considered as a basis for repaying this obligation.

Schedule A - Cash Accounts						
NAME AND ADDRESS OF INSTITUTION	OWNER (S)	TYPE OF ACCOUNT	CURRENT BALANCE	NAME AND TELEPHONE NO. OF YOUR ACCOUNT OFFICER	PLEGGED	
					YES	NO
					<input type="checkbox"/>	<input type="checkbox"/>
					<input type="checkbox"/>	<input type="checkbox"/>
					<input type="checkbox"/>	<input type="checkbox"/>
					<input type="checkbox"/>	<input type="checkbox"/>
					<input type="checkbox"/>	<input type="checkbox"/>

Schedule B - All Securities (including Mutual Funds)							
No. Of Shares (Stock) or Face Value (Bonds)	DESCRIPTION	OWNER (S)	WHERE HELD	COST	CURRENT MARKET VALUE	PLEGGED	
						YES	NO
READILY MARKETABLE SECURITIES (including U.S. Governments & Municipals)							
						<input type="checkbox"/>	<input type="checkbox"/>
						<input type="checkbox"/>	<input type="checkbox"/>
						<input type="checkbox"/>	<input type="checkbox"/>
						<input type="checkbox"/>	<input type="checkbox"/>
						<input type="checkbox"/>	<input type="checkbox"/>
NON-READILY MARKETABLE SECURITIES							
						<input type="checkbox"/>	<input type="checkbox"/>
						<input type="checkbox"/>	<input type="checkbox"/>

Schedule C - Personal Residence & Real Estate Investments, Mortgage Debt							
RESIDENTIAL	ADDRESS	DATE OF ACQUISITION	TITLE IN NAME OF	PERCENT OWNED	COST	EST. VALUE OF IMPROVEMENTS	
	CURRENT MARKET VALUE	MORTGAGE HELD BY			UNPAID BALANCE	FINAL MATURITY DATE	INTEREST RATE
INVESTMENT	ADDRESS	DATE OF ACQUISITION	TITLE IN NAME OF	PERCENT OWNED	COST	EST. VALUE OF IMPROVEMENTS	
	CURRENT MARKET VALUE	MORTGAGE HELD BY			UNPAID BALANCE	FINAL MATURITY DATE	INTEREST RATE

PERSONAL INFORMATION

SELF (NAME)			CO-APPLICANT (NAME)		
Employer			Employer		
Address of Employer			Address of Employer		
Business Phone No.	No. of Years with Employer	Title/Position	Business Phone No.	No. of Years with Employer	Title/Position
Home Address			Home Address		
Home Phone No.	Social Security No.	Date of Birth	Home Phone No.	Social Security No.	Date of Birth
Name, Address, Phone No. of your Accountant			Name, Address, Phone No. of your Accountant		
Name, Address, Phone No. of your Securities Broker and/or Investment Advisor			Name, Address, Phone No. of your Securities Broker and/or Investment Advisor		
Name, Address, Phone No. of your Attorney			Name, Address, Phone No. of your Attorney		

In the following statement the words, *I, me* and *my* mean anyone signing below. *You* and *your* refer to Broome County IDA.

PURPOSE: I have given you this financial statement in order to obtain credit or some other benefit from you. I know that you will rely on it and I represent to you that it is correct and truthfully sets forth all of my assets and liabilities (including all contingent liabilities as of this date) as well as my cash income and expenditures.

CONTINUING NATURE: I understand that until I give you another written financial statement you will assume and rely on the fact that my financial condition is at least as good as shown on this statement.

ADDITIONAL INFORMATION: If you ask me for any other information about my financial condition, I agree to give it to you.

EXCHANGE CREDIT INFORMATION: You may request credit information about me from others and may furnish credit information about me to others.

OBTAINING CONSUMER REPORTS: I understand that you may request a consumer report about me in connection with my application to you for credit. If I ask, you will tell me whether or not a consumer report was requested and will also tell me the name and address of the consumer reporting agency that furnished it. If you update, renew or extend my loan you may obtain subsequent reports without telling me.

Please answer the following questions:

- Are you now or have you ever been a defendant in any suits or legal actions? Yes No
If yes, please describe: _____
- Income tax returns filed through (date): _____
Are any returns currently being audited or contested? Yes No
- Have you or any firm in which you were a major owner ever declared bankruptcy? Yes No
If yes, please provide details: _____
- Have you drawn a will? Yes No
If yes, please furnish the name of the Executor (s) and year will was drawn: _____
- Number of dependents (excluding self) and relationship to applicant: _____
- Have you ever had a financial plan prepared for you? Yes No
- What is the face value of your life insurance? _____
- Do you have a line of credit or unused credit facility at any other institution (s)? Yes No
If so, please indicate where and how much: _____

Date Received: _____

BCIDA Representative's Signature

Signature

Date

Signature

Date