

TOWN OF MONTGOMERY

CAPITAL RESOURCE CORPORATION

Application for Financial Assistance



TOWN OF
MONTGOMERY
New York, USA

**TOWN OF MONTGOMERY CAPITAL RESOURCE CORPORATION
APPLICATION**

INSTRUCTIONS

1. Fill in all blanks, using "none", "not applicable" or "N/A" where the question is not appropriate to the Project, which is the subject of this Application (the "Project"). If you have any questions about this application, please call the Town of Montgomery Capital Resource Corporation (the "TMCRC"), Attn: Executive Director at (845) 745-0349.
2. If an estimate is given as the answer to a question, put "(est.)" after the figure or answer which is estimated.
3. If more space is needed to answer any specific question, attach a separate sheet.
4. When completed, return this Application by mail or fax to the TMCRC at the address indicated on the cover page of this Application. A signed Application may also be submitted electronically in PDF format to the CEO of the TMCRC at (executivedirector@montgomeryida.com), however the Application will not be considered by the TMCRC until the Application fee has been received.
5. The TMCRC will not give final approval for this Application until the TMCRC receives a completed NYS Full Environmental Assessment Form concerning the Project, which is the subject of this Application.
6. Please note that Article 6 of the Public Officers Law declares that all records in the possession of the MCRC (with certain limited exceptions) are open to public inspection and copying. If the Applicant feels that there are elements of the Project which are in the nature of trade secrets which, if disclosed to the public or otherwise widely disseminated, would cause substantial injury to the Applicant's competitive position, this Applicant may identify such elements in writing and request that such elements be kept confidential in accordance with Article 6 of the Public Officers Law.
7. The Applicant will be required to pay the TMCRC Application fee, and if accepted as a project of the TMCRC, all administrative fees as stated below, as well as general counsel and bond counsel legal fees of the TMCRC.
8. A complete Application consists of the following:
 - A. The Application
 - B. Attachment II. A — Preliminary or Existing Plans and Sketches
 - C. Attachment II. B — Financial Information
 - D. Attachment II. C — NYS Full Environmental Assessment Form
 - E. A check payable to the MCRC in the amount of \$2,500.00

I. APPLICANT INFORMATION

A: APPLICANT

Organization Name: _____

Mailing Address: _____

Phone No.: _____

Fax No.: _____

Fed Id. No.: _____

Contact Person: _____

Title: _____

Contact Phone No.: _____

Contact Email: _____

B: Board Chair, CEO, and CFO

Name	Title	Business Address	Phone	Email

C) APPLICANT'S COUNSEL

Name: _____

Address: _____

Phone No.: _____

Fax No.: _____

Email: _____

D) APPLICANT'S ACCOUNTANT

Name/Contact: _____

Address: _____

Phone No.: _____

Fax No.: _____

Email: _____

II. PROJECT INFORMATION

A) Project Address: _____

Tax Map Number _____
(Section/Block/Lot)

Located in Town of _____

Located in Village of _____

School District of _____

B) Are utilities on site?

Water: Yes/No

Electric: Yes/No

Gas: Yes/No

Sanitary/Storm Sewer: Yes/No

C) Present legal owner of the site _____

If other than from applicant, by what means will the site be acquired for this project?

D. Are any local land use approvals required?: Yes/No

If Yes, describe:

E) Zoning of Project Site: Current: _____ Proposed: _____

F) Are any variances needed? _____

G) Project Narrative: Describe the acquisition, construction or reconstruction, including buildings, site improvements and equipment. Also, indicate square feet by usage (e.g., office, classrooms), and type of construction. Please attach a copy of preliminary plans or sketches and/or a floor plan of the existing facility. Please attach a separate project narrative document if the space provided below is not adequate.

H) Statement describing the impact of incentives on this project, should they be granted:

I.) Principal use of Project upon completion

J.) Estimated Project Costs. Give an accurate estimate of the following costs:

Land acquisition:	
Building Construction:	
Site Work:	
Legal Fees: (other than Company's Attorneys)	
Engineering Fees:	
Financial Charges:	
Machinery & Equipment:	
MCRC Fee:	
Other (Specify):	
Estimated Total Cost:	

If your proposed financing involves refinancing of existing tax-exempt debt, please attach the original Closing Memorandum, POS, or OS and summary status of bond repayment schedule, along with original Form 8038 and Bond Counsel Opinion Letter(s).

K.) Estimate value of Tax-Exempt Bonds that Applicant is requesting the TMCRC to issue: \$ _____

L.) Project Schedule:

Give an estimate of the project completion date: _____

M.) Organization Financial Information Attachment:

1. Copies of two most recent financial statements
2. Copy of most recent Annual Report
3. Strategic Plan

N.) Environmental Information

- I. The MCRC must make a determination of environmental significance for the project. A completed NYS Full Environmental Assessment Form must be submitted.

III. REPRESENTATIONS BY THE APPLICANT

The Applicant understands and agrees with the MCRC as follows:

A.) Annual Report on Outstanding Bonds: The Applicant understands and agrees that, if the Project receives any Financial Assistance from the MCRC, the Applicant agrees to file, or cause to be filed, with the MCRC, on an annual basis, any information regarding bonds, if any, issued by the MCRC for the project that is requested by the Comptroller of the State of New York.

B.) Absence of Conflicts of Interest: The Applicant has received from the MCRC a list of the members, officers and employees of the MCRC. No member officer or employee of the MCRC has an interest, whether direct or indirect, in any transaction contemplated by this Application except as hereinafter described:

C.) Fees: The Development Corporation Application should be submitted with a non-refundable \$2,500.00 Application Fee to the Town of Montgomery Capital Resource Corporation. The MCRC will collect an administrative fee at time of closing based on the value of the bonds issued.

D.) The Town of Montgomery Capital Resource Corporation reserves the right to ask for additional information as it deems necessary to complete its review of your application.

E.) The Applicant and the individual executing this Application on behalf of the Applicant acknowledge that the Town of Montgomery Capital Resource Corporation 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.

Signature: _____

Print Name: _____

Title: _____

Organization Name: _____

Date: _____

IV HOLD HARMLESS AGREEMENT

Applicant hereby releases Town of Montgomery Capital Resource Corporation and the members, board of directors, officers, servants, agents and employees thereof (the "TMCRC") from, agrees that the TMCRC shall not be liable for and agrees to indemnify, defend and hold the TMCRC harmless from and against any and all liability arising from or expense incurred by (A) the TMCRC'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 tax-exemptions and other assistance requested therein are favorably acted upon by the TMMCRC, (B) the TMCRC's acquisition, construction and/or installation of the Project described therein and (C) any further action taken by the MCRC 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. If, for any reason, the Applicant fails to conclude or consummate necessary negotiations, or fails, 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 TMCRC or the Applicant are unable to reach final agreement with the respect to the Project, then, and in the event, upon presentation of an invoice itemizing the same, the Applicant shall pay to the TMCRC, its agents or assigns, all costs incurred by the TMCRC in the process of the Application, including attorneys' fees, if any.

Signature: _____

Print Name: _____

Title: _____

Organization Name: _____

Date: _____