

**FRANKLIN COUNTY INDUSTRIAL DEVELOPMENT CORPORATION  
(FCIDC)  
Revolving Loan Fund Application**

Name of Business: \_\_\_\_\_

Type of Business: \_\_\_\_\_ NAICS #: \_\_\_\_\_

EIN # \_\_\_\_\_ DUNS # \_\_\_\_\_

Date Business Established (mm/dd/yy): \_\_\_\_\_

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

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

Proposed Business Physical Address: \_\_\_\_\_

Proposed Business Mailing Address: \_\_\_\_\_

(Proprietors, partners and stockholders with 20% or more ownership in business)

NAME	ADDRESS	% OWNED
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Company Contact \_\_\_\_\_ Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail: \_\_\_\_\_

Business Bank Name & Address \_\_\_\_\_

Number of Employees:

Current: Full Time \_\_\_\_\_ Part Time \_\_\_\_\_

After loan is made: Full Time \_\_\_\_\_ Part Time \_\_\_\_\_

Number of Employees Paid Hourly \_\_\_\_\_ Number of Employees Paid Salary \_\_\_\_\_

Wage Range \$ \_\_\_\_\_ To \$ \_\_\_\_\_ Salary Range \$ \_\_\_\_\_ To \$ \_\_\_\_\_

**USE OF FUNDS:**

Land \$ \_\_\_\_\_  
Land Improvements \$ \_\_\_\_\_  
Leasehold Improvements \$ \_\_\_\_\_  
Acquisition of Machinery & Equipment \$ \_\_\_\_\_  
Working Capital \$ \_\_\_\_\_  
Professional Fees \$ \_\_\_\_\_  
Inventory \$ \_\_\_\_\_  
**Total Project Cost** \$ \_\_\_\_\_

**FUNDS SOURCES:**

Bank Loan \$ \_\_\_\_\_  
Fund Loan \$ \_\_\_\_\_  
Applicant \$ \_\_\_\_\_  
Other \$ \_\_\_\_\_  
**Total Funds** \$ \_\_\_\_\_

(Note: Total Sources should equal total uses.)

- a. Have any construction contracts for this project been signed? \_\_\_\_\_
- b. Has any equipment to be financed been ordered? \_\_\_\_\_ If so when? \_\_\_\_\_
- c. Has any inventory to be financed been ordered? \_\_\_\_\_ If so, when? \_\_\_\_\_

**As part of your Revolving Loan Fund Application, please enclose the following:**

- USDA Equal Opportunity Form RD 400-1
- USDA Assurance Agreement, Civil Rights Form RD 400-4
- USDA Environmental Short Form
- Authorization to Release Information Form
- Statement regarding any environmental hazards and conditions related to this project or the company's business in general. Please identify method of disposing of any hazardous waste generated on site.
- Letters of commitment from all other lenders or guarantors of the project.
- Copy of the financial application submitted to your primary lender.
- Lender's credit analysis write-up.
- Documentation that you are unable to finance the proposed project through commercial credit or other Federal, State or local programs at reasonable rates and terms, if applicable.

- **Completed Business Plan** – Assistance is available at Small Business Development Center (SBDC), by contacting a business counselor at 802-658-9228 in Burlington, VT, or 800-464-7232 in Randolph, VT. See Franklin County and other locations at [www.vtsbdc.org](http://www.vtsbdc.org)
- **Business Plan must include:**
  1. Brief History and Description of Proposed or Existing Business.
  2. Detailed Description of Building, Machinery and/or Equipment to be financed.
  3. 3- years Historical Financials (for existing businesses only)
  4. 3-years Income and Expense Projections.
  5. List of available collateral, including appraised values, other than project assets.

**We may further request the following items if needed:**

- Business and personal financial statements.
- Business and personal tax returns.
- USDA Form 1940-20, Request for Environmental Information – if applicable.

I/We certify that all information in this application and all information furnished in support of this application are true and complete to the best of my/our knowledge and belief. FCIDC is hereby given the authority to review my business credit history, which may include but not be limited to a credit check through the Credit Bureau Services of Vermont. Any charges will be passed on to the applicant.

**Furthermore, I/we certify that:**

- 1) I/we are unable to finance this portion of the project from our own resources, through commercial credit or other federal, state or local programs at reasonable rates and terms.
- 2) The undersigned applicant or any person holding 20% or more interest and the proposed business (or any of it's principals) are not delinquent on any Federal debt.
- 3) The business to be financed is located in a community with a population of less than 25,000.
- 4) 51% or more of the outstanding membership or ownership of the business to be financed is held by citizens of the United States or are persons that reside in the United States and have been legally admitted for permanent residence.
- 5) Along with all principal officers of the business (including immediate family members):
  - (A) I/We hold no legal or financial interest or influence in the intermediary and;
  - (B) The intermediary and its principal officers (including immediate family) hold no legal or financial interest or influence in the applicant's business.
- 6) The undersigned and the proposed business (or any of it's principals) are not government employees, military personnel, or principals or employees of the intermediary or organizations for which such persons are directors or officers or in which they have ownership of 20 percent or more.

Applicant: \_\_\_\_\_  
PRINT NAME

By: \_\_\_\_\_  
AUTHORIZED SIGNER / TITLE

Date \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

EQUAL OPPORTUNITY AGREEMENT

This agreement, dated \_\_\_\_\_ between \_\_\_\_\_

(herein called "Recipient" whether one or more) and United States Department of Agriculture (USDA), pursuant to the rules and regulations of the Secretary of Labor (herein called the 'Secretary') issued under the authority of Executive Order 11246 as amended, witnesseth:

In consideration of financial assistance (whether by a loan, grant, loan guaranty, or other form of financial assistance) made or to be made by the USDA to Recipient, Recipient hereby agrees, if the cash cost of construction work performed by Recipient or a construction contract financed with such financial assistance exceeds \$10,000 - unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965.

1. To incorporate or cause to be incorporated into any contract for construction work, or modification thereof, subject to the relevant rules, regulations, and orders of the Secretary or of any prior authority that remain in effect, which is paid for in whole or in part with the aid of such financial assistance, the following "Equal Opportunity Clause":

During the performance of this contract, the contractor agrees as follows:

- (a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited, to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the USDA setting forth the provisions of this nondiscrimination clause.
- (b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- (c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the USDA, advising the said labor union or workers' representative of the contractor's commitments under this agreement and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of all rules, regulations and relevant orders of the Secretary of Labor.
- (e) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, rules, regulations, and orders, or pursuant thereto, and will permit access to his books, records, and accounts by the USDA Civil Rights Office, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (f) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by Law.
- (g) The contractor will include the provisions of paragraph 1 and paragraph (a) through (f) in every subcontract or purchase order, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the USDA may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the USDA, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

*According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collections is 0575-0018. The time required to complete this information collection is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.*

2. To be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the organization so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.
3. To notify all prospective contractors to file the required 'Compliance Statement', Form RD 400-6, with their bids.
4. Form AD-425, Instructions to Contractors, will accompany the notice of award of the contract. Bid conditions for all nonexempt federal and federally assisted construction contracts require inclusion of the appropriate "Hometown" or "Imposed" plan affirmative action and equal employment opportunity requirements. All bidders must comply with the bid conditions contained in the invitation to be considered responsible bidders and hence eligible for the award.
5. To assist and cooperate actively with USDA and the Secretary in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and rules, regulations, and relevant orders of the Secretary, that will furnish USDA and the Secretary such information such as , but not limited to, Form AD-560, Certification of Nonsegregated Facilities, to submit the Monthly Employment Utilization Report, Form CC-257, as they may require for the supervision of such compliance, and that it will otherwise assist USDA in the discharge of USDA's primary responsibility for securing compliance.
6. To refrain from entering into any contract or contract modification subject to such Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by USDA or the Secretary of Labor pursuant to Part II, Subpart D, of the Executive Order.
7. That if the recipient fails or refuses to comply with these undertakings, the USDA may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the organization under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such organization; and refer the case to the Department of Justice for appropriate legal proceedings.

Signed by the Recipient on the date first written above.

\_\_\_\_\_  
Recipient

\_\_\_\_\_  
Recipient

(CORPORATE SEAL)

\_\_\_\_\_  
Name of Corporate Recipient

Attest:

\_\_\_\_\_  
Secretary

By \_\_\_\_\_  
President

USDA  
Form RD 400-4  
(Rev. 06-10)

**ASSURANCE AGREEMENT**  
(Under Title VI, Civil Rights Act of 1964)

FORM APPROVED  
OMB No. 0575-0018  
OMB No. 0570-0062

The \_\_\_\_\_  
*(name of recipient)*

\_\_\_\_\_  
*(address)*

("Recipient" herein) hereby assures the U. S. Department of Agriculture that Recipient is in compliance with and will continue to comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d et. seq.), 7 CFR Part 15, and Rural Housing Service, Rural Business-Cooperative Service, Rural Utilities Service, Risk Management Agency, or the Farm Service Agency, (hereafter known as the "Agency") regulations promulgated thereunder, 7 C.F.R. § 1901.202. In accordance with that Act and the regulations referred to above, Recipient agrees that in connection with any program or activity for which Recipient receives Federal financial assistance (as such term is defined in 7 C.F.R. § 15.2) no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination.

1. Recipient agrees that any transfer of any aided facility, other than personal property, by sale, lease or other conveyance of contract, shall be, and shall be made expressly, subject to the obligations of this agreement and transferee's assumption thereof.
2. Recipient shall:
  - (a) Keep such records and submit to the Government such timely, complete, and accurate information as the Government may determine to be necessary to ascertain our/my compliance with this agreement and the regulations.
  - (b) Permit access by authorized employees of the Agency or the U.S. Department of Agriculture during normal business hours to such books, records, accounts and other sources of information and its facilities as may be pertinent to ascertaining such compliance.
  - (c) Make available to users, participants, beneficiaries and other interested persons such information regarding the provisions of this agreement and the regulations, and in such manner as the Agency or the U. S. Department of Agriculture finds necessary to inform such persons of the protection assured them against discrimination.
3. The obligations of this agreement shall continue:
  - (a) As to any real property, including any structure, acquired or improved with the aid of the Federal financial assistance, so long as such real property is used for the purpose for which the Federal financial assistance is made or for another purpose which affords similar services or benefits, or for as long as the Recipient retains ownership or possession of the property, whichever is longer.
  - (b) As to any personal property acquired or improved with the aid of the Federal financial assistance, so long as Recipient retains ownership or possession of the property.
  - (c) As to any other aided facility or activity, until the last advance of funds under the loan or grant has been made.
4. Upon any breach or violation this agreement the Government may, at its option:
  - (a) Terminate or refuse to render or continue financial assistance for the aid of the property, facility, project, service or activity.
  - (b) Enforce this agreement by suit for specific performance or by any other available remedy under the laws of the United States or the State in which the breach or violation occurs.

Rights and remedies provided for under this agreement shall be cumulative.

In witness whereof, \_\_\_\_\_ on this  
*(name of recipient)*

date has caused this agreement to be executed by its duly authorized officers and its seal affixed hereto, or, if a natural person, has hereunto executed this agreement.

(S E A L)

\_\_\_\_\_  
*Recipient*

\_\_\_\_\_  
*Date*

Attest: \_\_\_\_\_

*Title*

\_\_\_\_\_  
*Title*

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<b>ENVIRONMENTAL INFORMATION</b> <b>“SHORT FORM”</b>
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The purpose of this “short form” is to collect a basic amount of information to help Rural Development complete its Environmental Review. Depending on the information provided with this form, you may be requested to complete Form 1940-20, “Request For Environmental Information”. **If your project involves ground disturbing construction or major building addition/rehab.**, the 1940-20 will be required and you should contact RD (B&I Loan Guarantee) or your Intermediary (IRP loans) as soon as possible.

**DESCRIPTION OF PROJECT:** Please provide a brief description of how the proposed funds (from all sources) will be used by your business. If your project involves construction (whether interior or exterior or renovations), please describe that in detail.

**LOCATION OF PROJECT:** Please provide an accurate street map outlining the project site. **If a clear and detailed site map is not provided, we can not proceed with the review and your project will experience an approval delay.**

**Is your business located within a 100-year floodplain? \_\_\_\_\_ If NO, how did you verify this? \_\_\_\_\_**

**PERMITS REQUIRED:** List any local (zoning), State or Federal permits that you will be required to obtain (or currently hold) for your project. If a permit is in process, please explain its current status.

**OTHER REGULATIONS:** Please list the State, Federal, local or other regulations that your business is required to comply with:

***HAZARDOUS WASTES / MATERIALS:*** Please list any regulated hazardous materials or wastes that your business uses or creates:

If applicable, please describe how your hazardous wastes/materials are stored, handled and disposed of:

If real estate will serve as collateral for the requested loan, does the property contain any areas where regulated hazardous substances or petroleum products appear to have been released?

Does your property contain an underground storage tank? If so, please describe the type, size, age, date of last State certification and any other relevant facts.

***POTENTIAL IMPACT TO HISTORIC PROPERTIES:***

Is your business located in a designated historic district or an area that could be considered eligible for designation as a historic district?

Is the building that you are located in 50 years or older (if yes, **provide color pictures** of the building from all sides – digital photos are preferred)?

***UTILITY AVAILABILITY:***

Is your business facility connected to a municipal wastewater system? If no, please describe the existing on-site system, including capacity.

Is your business facility connected to a municipal water system?

**FRANKLIN COUNTY INDUSTRIAL DEVELOPMENT CORPORATION  
(FCIDC)**

**AUTHORIZATION TO RELEASE INFORMATION**

**TO:** \_\_\_\_\_

**RE:** \_\_\_\_\_  
Account or Other Identifying Number

\_\_\_\_\_  
Name of Customer

I have applied for or obtained a loan from the Franklin County Industrial Development Corporation (FCIDC) Revolving Loan Fund. As part of this process or in considering me for such loan, FCIDC may verify information contained in my request for assistance and in other documents required in connection with the request.

I authorize you to provide to FCIDC, for verification purposes, the following applicable information:

- Past and present employment or income records.
- Bank account, stock holdings, and any other asset balances.
- Past and present landlord or mortgage holder references.
- Other consumer credit references.

If the request is for a new loan, I further authorize FCIDC to order a consumer credit report and verify other credit information.

I understand that under the Right to Financial Privacy Act of 1978, 12 U.S.C. 3401, et seq., FCIDC is authorized to access my financial records held by financial institutions in connection with the consideration or administration of assistance to me. I also understand that financial records involving my loan and loan application will be available to FCIDC without further notice or authorization, but will not be disclosed or released by FCIDC to another organization, agency or department or used for another purpose without my consent except as required or permitted by law.

I understand this authorization to release information will cover any future request and that I will not be notified of the Privacy Act information unless the Privacy Act information has changed concerning use of such information. This authorization is valid for the life of the FCIDC loan. The recipient of this form may rely on FCIDC's representation that the loan is still in existence. The information FCIDC obtains is only to be used to process my request for a loan or servicing my existing loan.

I understand FCIDC's Revolving Loan Fund was funded through USDA Rural Development. I further understand that FCIDC is an Equal Opportunity Lender.

**A copy of this authorization may be accepted as an original. Your prompt reply is appreciated.**

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

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

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

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