



Lackawanna County

COUNTY COMMISSIONERS
Patrick M. O'Malley • Jerry Notarianni
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Lackawanna County Small Business SBA Fee Waiver Program

Program Manual & Application Form

Revised 1/4/2016

Prepared by
Lackawanna County Department of Economic Development

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Introduction

Lackawanna County Commissioners have established the Lackawanna County SBA Loan Fee Waiver Program to promote economic development, spur local economic growth, and encourage the private sector to create family-sustaining jobs in Lackawanna County.

Effective January 1, 2013, Lackawanna County commenced a Small Business Administration (“SBA”) Loan fee waiver program to qualified businesses working with a qualified lender.

Qualified Businesses

A qualified business eligible for the County’s SBA Loan Fee Waiver Program is any business:

- that meets the SBA 504 or 7(a) Loan Program requirements and all other SBA and lending institution requirements;
- deploys 100% of the SBA loan proceedings in Lackawanna County;
- creates jobs or retains jobs in Lackawanna County.

Qualified Lenders

A qualified lender is any federal or state-chartered financial institution regulated by the Federal Deposit Insurance Corporation (FDIC) and a federal or state bank regulatory agency.

Procedure for Program Consideration

In order for a qualified business to take advantage of the SBA Loan Fee Waiver Program, a qualified lender must submit the APPLICATION FORM LC-SBA-1 at least thirty (30) days prior to the loan closing. A waiver of the 30-day provision may be granted by the Lackawanna County Department of Economic Development on a case-by-case basis.

Submit to: SBA Loan Fee Waiver Program Coordinator
Lackawanna County Department of Economic Development
Gateway Center
135 Jefferson Avenue, 2nd Floor
Scranton PA 18503
Phone: 570-963-6830
Fax: 570-963-7596

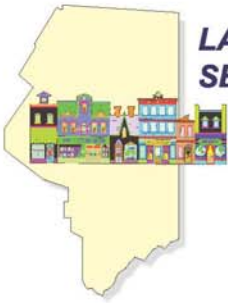
Type of Funding

A check from Lackawanna County in the amount of SBA Loan fees to be waived will be provided to the qualified lender to be held in escrow until closing of the loan.

Application Packet

Two (2) copies of the SBA Loan Fee Waiver Program application packet, containing original signatures, must be submitted. The packet must include the following documentation:

- Completed, signed, and notarized APPLICATION FORM LC-SBA-1.
- Corporate Resolution authorizing the applicant to apply for the SBA Loan Fee Waiver program; and understanding and agreeing to the “Terms and Conditions of the Fee Waiver Program.”
- Copies of the Business Plan and SBA loan approval authorization document.



**LACKAWANNA COUNTY
SBA FEE WAIVER PROGRAM**



Lackawanna
County
COUNTY COMMISSIONERS
Patrick M. O'Malley • Jerry Notarianni
Laureen A. Cummings

APPLICATION FORM LC-SBA-1

Revised 1/4/2016

SECTION 1. QUALIFIED BUSINESS INFORMATION

Business Name:		Federal Employer ID Number:	
Mailing Address of Headquarters (Street/PO Box):		(City/Town/Post Office)	(ZIP Code)
Telephone:	FAX:	E-mail:	
Contact Person:			
Product or Service Provided:			

SECTION 2. QUALIFIED LENDER INFORMATION

Lender Name:		Federal Employer ID Number:	
Mailing Address (Street/PO Box):		(City/Town/Post Office)	(ZIP Code)
Telephone:	FAX:	E-mail:	
Contact Person:			

SECTION 3. PROGRAM QUALIFYING CRITERIA

Does this business have a place of operation in Lackawanna County?		<input type="checkbox"/> Yes, within _____ (city, borough, township)	<input type="checkbox"/> No
Mailing Address (Street/PO Box):		(City/Town/Post Office)	(ZIP Code)
Will this business have a new place of operation in Lackawanna County as a result of this loan?		<input type="checkbox"/> Yes, within _____ (city, borough, township)	<input type="checkbox"/> No
Mailing Address (Street/PO Box):		(City/Town/Post Office)	(ZIP Code)
How many employees are presently working at the business?			
How many employees will be hired or retained as a result of this loan?			
Will 100% of the loan be deployed in Lackawanna County?		<input type="checkbox"/> Yes	<input type="checkbox"/> No

SECTION 4. LOAN INFORMATION

In this space, provide a brief summary of how the loan funds will be utilized and how the benefits of these funds will meet Lackawanna County's criteria for approval of the fee waiver.

Loan Amount: \$ _____

Total SBA Guaranty Fee Requested
(As stated in the SBA Loan Authorization Document): \$ _____

SECTION 5. CERTIFICATION & ACCEPTANCE

By signing this application, I certify that to the best of my knowledge that the above information provided on this form and related attachments are true and correct, and the Qualified Business and Qualified Lender agrees to the terms and conditions of the waiver and will be bound by the Waiver Agreement if Lackawanna County awards the waiver.

<p>Qualified Lender (Applicant):</p> <p>_____</p> <p>Signature</p> <p>_____</p> <p>Type or Print Name for Signature Above</p> <p>_____</p> <p>Title</p> <p>_____</p> <p>Date</p>	<p>Qualified Business:</p> <p>_____</p> <p>Signature</p> <p>_____</p> <p>Type or Print Name for Signature Above</p> <p>_____</p> <p>Title</p> <p>_____</p> <p>Date</p>
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SIGNATURES MUST BE NOTARIZED

Sworn and subscribed to before me on this _____ day of _____, 20____.

(SEAL)

By: _____
Signature of Notary Public

CORPORATE RESOLUTION

WHEREAS, _____ [**Qualified Business**] has applied for, and has been approved for, a Small Business Administration (“SBA”) Loan from _____ [**Qualified Lender**] for the purpose of _____ [**identification of utilization of loan funds**]; and

WHEREAS, _____ [**Qualified Business**] has met all Lackawanna County job creation or retention requirements and all SBA and lending institution requirements; and

WHEREAS, _____ [**Qualified Business**] will deploy 100% of the SBA Loan funds within Lackawanna County; and

WHEREAS, the Qualified Business desires to apply to the County of Lackawanna [**County**] for a waiver of fees associated with the SBA Loan; and

WHEREAS, the Program Manual includes a document titled “Terms and Conditions of Fee Waiver Program” and an Application Form with a section titled “Section 5 Certification and Acceptance”; and

WHEREAS, the Qualified Business understands that the contents of the document entitled “Terms and Conditions of Fee Waiver Program,” will become the terms and conditions of an Agreement between the Qualified Lender/Applicant, Qualified Business, and the County if the Qualified Business is awarded a waiver of the SBA Loan fees; and

WHEREAS, the Qualified Business understands that, by signing “Section 5 Certification and Acceptance” of the Application Form and submitting it to the County as part of the fee waiver application, the Qualified Business agrees to the Terms and Conditions of the Fee Waiver Program and will be bound by the Agreement if the County awards the fee waiver;

NOW THEREFORE, be it resolved that:

1. The individual with the title of _____ is authorized to sign "Section 5 Certification and Acceptance" of the Application Form on behalf of the Qualified Business.

2. If this individual signed "Section 5 Certification and Acceptance" prior to the passage of this Resolution, this grant of authority applies retroactively to the date of signing.

3. If the Qualified Business is awarded the fee waiver, "Section 5 Certification and Acceptance" of the Application Form, signed by the above individual, will become the Qualified Business's executed signature for the Fee Waiver Agreement, and the Qualified Business will be bound by the Fee Waiver Agreement.

I hereby certify that this Corporate Resolution was approved by _____ **[Qualified Business]** this _____ day of _____, 20__.

Signature

Title

TERMS AND CONDITIONS OF FEE WAIVER PROGRAM

We suggest that your legal counsel review the terms and conditions in this section before you submit an application for the fee waiver program. They are mandatory for all Qualified Businesses awarded a waiver through this program and are not negotiable.

If the Qualified Business is selected for the waiver program, the TERMS AND CONDITIONS OF FEE WAIVER PROGRAM in this section will be incorporated into the Agreement, and SECTION 5. CERTIFICATION & ACCEPTANCE included in this application package (Page 5) will become the signature page for the Agreement.

TERMS AND CONDITIONS OF FEE WAIVER PROGRAM

“COUNTY” in the terms and conditions below means the Board of Commissioners of Lackawanna County. “GRANTEE” means a Qualified Business that has been awarded a waiver of the fees associated with an SBA-approved Loan.

ARTICLE I

WAIVER AMOUNT; LOAN UTILITZATION ACTIVITIES

Subject to the availability of funds, the COUNTY makes available to the QUALIFIED LENDER, which has approved the SBA Loan for the GRANTEE a check in the amount of \$_____.

The QUALIFIED LENDER shall hold the COUNTY payment in escrow until the closing of the loan.

The GRANTEE shall deploy 100% of the SBA-approved Loan funds within Lackawanna County and meet all Lackawanna County job requirements and all other requirements of the SBA and the lending institution.

ARTICLE II
EXECUTION OF AGREEMENT; GRANT AGREEMENT PERIOD

This AGREEMENT is not binding on the COUNTY until it has been properly executed by all required signatories for the COUNTY. Any cost incurred by the GRANTEE prior to such execution is incurred at the GRANTEE'S risk.

The AGREEMENT period shall be concurrent with the terms of the loan between the QUALIFIED BUSINESS and QUALIFIED LENDER.

ARTICLE III
COMPLIANCE WITH APPLICABLE FEDERAL, STATE, AND LOCAL LAWS

The GRANTEE shall comply with all applicable federal and state statutes and regulations and local ordinances pertaining to the SBA Loan and business activities.

ARTICLE IV
PAYMENTS

The COUNTY will issue a payment to the QUALIFIED LENDER upon approval of the Application on behalf of the GRANTEE. The QUALIFIED LENDER'S application shall be supported by copies of the business plan and SBA loan approval authorization document for the GRANTEE.

The COUNTY may deny or adjust payment for any fee waiver request that is not in accordance with the terms of this AGREEMENT.

The COUNTY will not be liable for any expenditure by the GRANTEE that is not a fee associated with the SBA Loan or for costs exceeding the amount stated in this AGREEMENT.

ARTICLE V
PROGRESS REPORTS

The GRANTEE shall furnish concurrently to the COUNTY such progress reports as required by the QUALIFIED LENDER and/or SBA as part of the SBA Loan approval. If no progress reports are required as part of the SBA Loan approval, progress reports shall be furnished to the COUNTY within ten (10) days upon request by the COUNTY.

ARTICLE VI
AUDITS

The COUNTY may perform, or require the GRANTEE to perform, a financial and/or performance audit. Any audit that the GRANTEE is required to perform shall be performed by a certified public accountant in accordance with procedures and standards specified by the COUNTY.

ARTICLE VII
SIGNAGE

Within sixty (60) days of the completion of the project financed by the SBA Loan, the GRANTEE shall erect and maintain on the site of the business operation at which the SBA Loan proceeding have been deployed a permanent sign acknowledging assistance from the COUNTY. The sign will state that the business was provided with financial assistance from the COUNTY. It will identify the fee waiver program and the names of the County Commissioners and display the official county seal. The required signage may be incorporated onto any other sign(s) required as part of any additional financial assistance between the GRANTEE and any other public agency or financial institution.

ARTICLE VIII
REFUND OF WAIVER FEES

The QUALIFIED LENDER shall refund to the COUNTY any overpayment of the fee waiver as determined by the COUNTY.

The QUALIFIED LENDER shall refund to the COUNTY the fee waiver should the GRANTEE fail to adhere to the terms and conditions of this section as prescribed in this Agreement.

ARTICLE IX
GOOD STANDING

In order to be eligible for the COUNTY Fee Waiver Program, the QUALIFIED BUSINESS must be a company in good standing with the Commonwealth of Pennsylvania and be current on its federal, state, local and county taxes.

ARTICLE X
VERIFICATION

The COUNTY shall verify the information provided by the QUALIFIED LENDER and QUALIFIED BUSINESS prior to issuance of a check to the QUALIFIED LENDER. The QUALIFIED LENDER and QUALIFIED BUSINESS agree to be available and shall provide all information requested by the COUNTY prior to COUNTY issuance of a check to the QUALIFIED LENDER.