

BCIDA
Building business. Building jobs.

Berks County Industrial Development Authority
Berks County Services Center
633 Court Street, Fl 14
Reading, PA 19601-3540

www.co.berks.pa.us/ida

PH 610-478-6341

FX 610-478-6331

Subject: Application for Tax Exempt Financing

Thank you for your interest in financing through the Berks County Industrial Development Authority.

Please be advised that this application must be accompanied by a commitment letter from a lending institution. This Authority is prepared to promptly consider your application subject to the following terms and conditions:

1. That a new project, when completed, will create or retain employment opportunities.
2. The BCIDA administrative fee for a new project or refunding is one percent (1%) of the total principal sum to be financed through the BCIDA up to a maximum of \$10,000.

BCIDA also charges a \$500 termination fee at time of settlement for the project.

3. The fee for the Authority's counsel shall be paid by you directly and/or from the proceeds of the BCIDA financing at the time of closing.
4. All Bond Financing Applications submitted for Industrial Development Authority tax-exempt projects, including non-profit projects, require an opinion of a "qualified" bond counsel listed in the "Bond Buyer's Municipal Marketplace – The Red Book" at the time the application is being submitted to the Pennsylvania Department of Community and Economic Development for approval. This opinion should include an indication: 1) that counsel has reviewed the specific project and the application, and 2) that counsel believes the project is eligible for tax-exempt financing under the federal tax law.
5. You will comply with such additional terms and conditions as counsel for the Authority may reasonably require as being necessary in order that the interest payable on the legally binding obligations of the BCIDA may be exempt from federal income taxes.
6. You will comply with the Commonwealth of Pennsylvania's Nondiscrimination Clause, a copy of which is hereto attached.

7. You understand that there are limitations on project costs that can be reimbursed from financing proceeds prior to closing and that, as a general rule, no construction should be started prior to closing unless it has been authorized by qualified bond counsel.

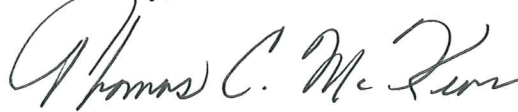
8. You agree that settlement will be held no later than 90 days after receipt of approval by the Pennsylvania Department of Community and Economic Development. Any later settlement date must be specifically requested in writing and approved by the BCIDA.

If the conditions outlined herein are acceptable, please sign this letter and provide a check in the amount of \$2,000, which is the initial deposit fee. The \$2,000 initial deposit fee will be deducted from the administrative fee at settlement. In the event the project does not receive the approval of the BCIDA or the Department of Community and Economic Development, the \$2,000 will be refunded to you, less the cost incurred by BCIDA in connection with the project.

The return of a signed copy of this letter, together with your check of \$2,000, the completed application, your commitment letter, and bond counsel's opinion letter, will be considered your authority for me to ask the Berks County Industrial Development Authority for approval to proceed with the necessary documents to be submitted to the Department of Community and Economic Development for written approval.

I look forward to an early response and sincerely trust that this project can be expeditiously completed.

Sincerely,



Thomas C. McKeon, AICP
Executive Director, BCIDA

Enc.

Accepted: _____
(Date)

By: _____ Title: _____

By: _____ Title: _____

NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

During the term of the contract, Contractor agrees as follows:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not, by reason of gender, race, creed or color, discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
2. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract on account of gender, race, creed or color.
3. Contractors and subcontractors shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
4. Contractors shall not discriminate by reason of gender, race, creed or color against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
5. The Contractor and each subcontractor shall furnish all necessary employment documents and records to and permit access to their books, records and accounts by the contracting agency and the Bureau of Contract Administration and Business Development, for purposes of investigation, to ascertain compliance with provisions of this Nondiscrimination/Sexual Harassment Clause. If the Contractor or any subcontractor does not possess documents or records reflecting the necessary information requested, the Contractor or subcontractor shall furnish such information on reporting forms supplied by the contracting agency or the Bureau of Contract Administration and Business Development.
6. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that such provisions will be binding upon each subcontractor.
7. The Commonwealth may cancel or terminate the contract, and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.