



MONROE COUNTY INDUSTRIAL DEVELOPMENT CORPORATION
 CityPlace * 50 West Main Street * Suite 8100 * Rochester, NY 14614-1218
 Phone: (585)753-2000 * Fax: (585)753-2002
 monroecounty.gov

GreatRate / GreatRebate Program Application

Company Data

Name: Action Towing of Rochester, inc
 Address (Non-Residential): 275 Marketplace Drive
 City/Town: Rochester State: NY Zip Code: 14623
 Company Contact: Craig Camp Title: President
 E-mail Address: craigc@actionrochester.com
 Phone: 585-359-1500 Website: Actionrochester.com
 Description of Business: Towing and Roadside Service
 Type of Business: Sole Proprietorship Partnership Corporation LLC Other
 Tax ID# 460499071

Ownership

Name Craig Camp Percentage 100%
 Name _____ Percentage _____
 Name _____ Percentage _____

EMPLOYMENT - As of Date: 4/3

	Total Monroe County	Total New York State
Full-Time Employees (At least 30 hours/week, does not include seasonal or temporary employees)	42	42
Part-Time Employees	2	2
Full-Time Equivalent Employees (FTEs) Total calculated as Full-time plus (Part-time/2)	43	43

- Program is not available to retail, professional service firms or not-for-profit businesses
- Program requires a minimum of \$50,000 purchase of qualified equipment
- All equipment purchased must be used exclusively in Monroe County

If you are applying for the GreatRate program (financed purchase); complete pages 2, 3, 5 and 6
 If you are applying for the GreatRebate program (cash purchase); complete pages 2, 4 and 5

GreatRate / GreatRebate Program Application

a. Equipment Information:

(Attach additional pages if required)

Equipment to be purchased: 2020 International fiatbed

Equipment Make: International Equipment Model: 4300

Serial Number: 1HTEUMMM5KH239985 Cost: \$ 105 220 00

b. Company projection for new full-time jobs within one year of Application Date 1-2

c. Is the equipment to be purchased subject to sales tax ? Yes No

If yes, your company MAY be eligible to receive a sales tax exemption through the County of Monroe Industrial Development Agency (COMIDA) EquiPlus Program. Project must meet a minimum of 2:1 benefit to incentive ratio as determined by COMIDA Analyze Program. The EquiPlus program is available to applicants of either the GreatRate or GreatRebate Program. If your company would like to apply, there is a fee of 1/2% of the total cost of equipment (regardless of subsidy amount) plus a \$750 legal fee (COMIDA Attorney). The request will be reviewed at the monthly COMIDA meeting held the third Tuesday of each month unless otherwise specified. Equipment purchases cannot be paid for until approved by the COMIDA board. All equipment must be purchased in connection with a Monroe County facility and/or project. EquiPlus cannot be used for passenger or personal vehicles.

Would you like to include the EquiPlus program as part of your GreatRate/GreatRebate application? Yes No

d. Will the equipment purchase be made from a local vendor ?

A local vendor is defined as a business located within the following nine (9) county region: Monroe, Genesee, Livingston, Ontario, Orleans, Seneca, Wayne, Wyoming, Yates

Yes No

If yes, please state the vendor information below:
(Attach additional pages if required)

Vendor Name: Regional Internation

Vendor Address: 1007 Lehigh Station Rd

Vendor Phone #: 585 / 359 / 2011 ext 3 Vendor website: _____

GreatRate Interest Subsidy Program Application

GreatRate Job Creation Requirement Worksheet

A. Number of full-time equivalent (FTE) employees in Monroe County (from page 1):	A.	43.0
B. Item A x 10% (round up to whole number)	B.	4
C. Loan/Lease amount subsidized up to a maximum of \$300,000, divided by \$75,000 (round up to whole number). Result must be a minimum of 1 to a maximum of 4	C.	2
D. Item B OR C (whichever is less)	D.	2
E. Subsidy Target (A+D)	E.	45

Average Salary of Existing Employee(s):	\$	29,120	
Expected Salaries of New Employee(s):			
High	\$	32,000	Avg
	\$	29,120	Low
	\$	29,000	

GreatRate Terms and Conditions

The GreatRate Interest Subsidy Program provides an interest subsidy on a fixed rate loan or a capital lease used to purchase machinery or equipment provided the company meets the subsidy target as detailed below. If the equipment purchase is made from a local vendor, the interest subsidy will be 4%; otherwise it will be 3% (see definition of local vendor on page 2).

Note: Rate cannot be subsidized below 1%.

- **Loan or Capital Lease subsidy amount:** \$50,000 to a maximum of \$300,000 of the loan or capital lease amount.
- **Loan or Capital Lease Term:** Loan must be fully amortizing. Lease must be a capital lease
- **Subsidy Term:** Subsidy period will be for up to five (5) years or the term of the loan, whichever is less, provided subsidy target is attained in year one and maintained in subsequent years.
- **Loan or Capital Lease Interest rate:** Interest rate must be fixed for the term of the GreatRate subsidy.

GreatRate Job Creation Terms:

- The loan or lease must result in the creation of one (1) full-time equivalent job for every \$75,000 in amount subsidized **OR** an increase of 10% in the employee base, whichever is less.
- Job creation must occur in Monroe County within 12 months of loan/lease closing. If the company has met the subsidy target within one (1) year and maintained the base employment, the first subsidy payment will be paid. For the remainder of the GreatRate subsidy the company will be surveyed annually. If in the subsequent survey years, the subsidy target is not maintained, no further subsidies will be paid.

GreatRate Additional Terms:

- In order to qualify for the 4% subsidy rate, the applicant must provide satisfactory proof of purchase from local vendor(s).
- Company will receive GreatRate subsidy payments upon MCIDC's receipt of certification from the participating lender that the company is complying with the terms of the loan or lease
- If the company relocates outside Monroe County during the subsidy period or within two (2) years after the final payment, the subsidy must be paid back in full.

GreatRebate Program Application

GreatRebate Job Creation Requirement Worksheet

A. Number of full-time equivalent (FTE) employees in Monroe County (from page 1):		A. <u>430</u>
B. Item A x 10% (round up to whole number)	B. <u>4</u>	
C. Minimum of two FTE	C. <u>2</u>	
D. Item B <u>OR</u> C whichever is less		D. <u>2</u>
E. Subsidy Target (A+D)		E. <u>45</u>

Average Salary of Existing Employee(s):	\$ <u>29,120</u>	
Expected Salaries of New Employee(s):		
High <u>\$32,000</u>	Avg <u>\$29,120</u>	Low <u>\$29,000</u>

GreatRebate Terms and Conditions

The GreatRebate Program provides businesses with a rebate on equipment purchased with cash of at least \$50,000 provided the company meets its **subsidy target** as detailed below. If the equipment purchase is made from a local vendor, the rebate will be \$5,000, otherwise it will be \$4,000 (see definition of local vendor on page 2).

GreatRebate Job Creation Terms:

- The purchase of equipment must result in the creation of two (2) full-time equivalent jobs **OR** an increase of 10% in the employee base (as reported on page 1), whichever is less.
- Job creation must occur in Monroe County within 12 months of the equipment purchase. The company will receive the GreatRebate at the end of the 12 month period. The 12 month period begins from the date that MCIDC staff received proof of purchase, proof of payment in full for the equipment and inspects to assure delivery of equipment. If the **subsidy target** goal is not attained at the end of the 12 month period, the rebate will not be paid. However, if the company has not met the subsidy target at the end of year one (1) but maintained jobs, the company will be eligible to receive the rebate in year two (2) if they have met the **subsidy target**.

GreatRebate Additional Terms:

- The applicant must provide satisfactory proof of purchase for all equipment purchased.
- If the company **relocates outside Monroe County during the initial one year period** the GreatRebate will not be paid. Additionally, if the company relocates outside Monroe County within two years after receipt of the GreatRebate, the rebate must be paid back in full.

GreatRate / GreatRebate Program Application

Company Certification

The undersigned company officer hereby certifies, on behalf of the company, as follows:

- A. The information contained in this application, including employment information, is true and correct. The company is aware that any material misrepresentation made in the application constitutes an act of fraud, resulting in termination of participation in the GreatRate/GreatRebate program and any other MCIDC sponsored program and repayment by the company of interest subsidy/rebate granted by the GreatRate/GreatRebate program.
- B. The company is aware that it may receive two concurrent interest subsidies under the GreatRate program and two concurrent rebates under the GreatRebate program. The company is further aware that an additional condition of eligibility for re-applying to either program is retention of employment at the subsidy target required in the previous approval letter.
- C. If using the GreatRebate program, neither financing nor leasing has been used to acquire the equipment.
- D. Company agrees to complete the required job survey. If the survey is not received within 30 days from the survey date, the subsidy/rebate will not be paid. In addition to the survey, for the GreatRate program, MCIDC must also receive an annual certification from the participating lender.
- E. The company will maintain its primary offices and business operations at a non-residential address in Monroe County.
- F. If the company files for protection under any chapter of the Bankruptcy Code, makes an assignment for the benefits of creditors or has any similar financing difficulty or default under any other loan agreement, the GreatRate/GreatRebate will not be paid.
- G. Equipment is generally defined as manufacturing equipment, data handling equipment, information systems (including computers, peripheral equipment and software). All equipment purchased must be housed in a Monroe County facility.
- H. All jobs created in relation to the GreatRate/GreatRebate program must be created within Monroe County.
- I. If a company has received a GreatRate and relocates outside Monroe County during the subsidy period or within two (2) years after the final payment, any subsidy payment received by the company must be paid back in full.
- J. If a company has received payment for a GreatRebate and relocates outside Monroe County within two (2) years after receipt of the rebate, the rebate must be paid back in full.
- K. The undersigned, on behalf of the company, certifies that the company and all officers which own a minimum of 20% are current and will remain current throughout the term of this agreement on all real property, federal, state, sales, income and withholding taxes.
- L. Company understands qualification for participation in the GreatRate/GreatRebate program will be determined by MCIDC at its sole discretion.

IN WITNESS WHEREOF, the undersigned has executed this company's certificate as of this date:

Date: 12/8/2019

Company Name: Action Towing of Rochester, Inc

Name & Title (please print): Craig Camp, President

Signature: 

GreatRate / GreatRebate Program Application

Lender Certification

Loan/Capital Lease Amount:	\$ 105,220
Loan/Capital Lease Term:	48 months
Fixed Interest Rate:	5%

The undersigned officer hereby certifies, on behalf of the Lender, as follows:

- A. The interest rate in this application, for the loan/capital lease shown above was calculated based upon the current interest rate that would be charged in the absence of the program. The interest rate will be a *fixed interest rate charged during the term of the GreatRate Interest Subsidy Program*.
- B. In connection with the loan/capital lease that is the subject of this application, the lender will not charge any points, origination fees, handling fees, service charges, refinancing fees, or penalties or charges other than those normally charged by the Lender for loans or leases of the type being made without regard to the GreatRate program. The Lender will not change terms and/or conditions during the term of the GreatRate subsidy period.
- C. Lender agrees to provide MCIDC with a copy of the loan or lease agreement and copies of the UCC filings.
- D. Lender agrees to provide MCIDC with an annual certification which evidences that the Borrower is complying with the terms and conditions of the loan or capital lease, and that the loan or lease is current as of certification submission.
- E. The information contained in this Lender's certification is, to the best of the Lender's knowledge, after due inquiry, true and correct. In the event the information provided is inaccurate or misleading, MCIDC reserves the right, at its sole discretion, to terminate participation in the GreatRate program.

IN WITNESS WHEREOF, the undersigned has executed this Lender's certificate as of this date:

Date: 12/8/2019

Loan Officer's Name & Title (please print): Kevin Galka

Signature: _____

Lending Institution: Canandaigua National Bank

Address: 1150 Pittsford Victor Road Pittsford, NY 14534

Phone: (585) 419-0670 Fax: _____

E-mail: KGALKA@cnbank.com

REGIONAL INTERNATIONAL CORP.

3515 Gates Road
Geneva, NY 14456

Phone (315) 789-8543 • Fax (315) 318-1841
NYS Reg. Facility No. 74975

REGIONAL INTERNATIONAL CORP.

17 Lehigh Road
Henrietta, NY 14467

Phone (585) 392-1111 • Fax (585) 324-1818
NYS Reg. Facility No. 497

REGIONAL INTERNATIONAL CORP.

2454 Walden Avenue
Buffalo, NY 14225

Phone: (716) 681-9500 • Fax: (716) 681-1188
NYS Reg. Facility No. 700741

BUYER Action Towing of Rochester CELL PHONE _____ EMAIL _____
 STREET 275 Marketplace Dr. BUSINESS PHONE 585 259 1500 FAX NUMBER _____
 CITY Rochester, STATE NY ZIP 14623 SALESMAN Eric Bochetto DATE 12-5-2019

TRANSACTION:

I ORDER AND AGREE TO PURCHASE FROM YOU, BASED UPON THE TERMS SPECIFIED ON BOTH SIDES OF THIS AGREEMENT, THE FOLLOWING VEHICLE:

PLEASE READ REVERSE SIDE OF THIS AGREEMENT FOR ADDITIONAL TERMS

<input type="checkbox"/> NEW <input type="checkbox"/> USED <input type="checkbox"/> TRAILER	YEAR	MAKE	MODEL	BODY	MILEAGE	VIN#	STOCK NO.
<input type="checkbox"/>	2020	International	MV	tow		1HTEUMMM5KH239985	7670 JC

VEHICLE WORKSHEET

SUMMARY OF PURCHASE

2020 International MV
Cummins 260hp
Allison auto
Premium Interior
Cummins 5 year 250,000 mile extended warranty including after-treatment
Allison 5 year

Jerr-Dan 6 ton aluminum low profile deck
standard wheel lift
LED light package
8 k winch
2 48" boxes

TOTAL LIST PRICE	\$ 97,000.00
(I have read 1 and 6b on back _____) LESS TRADE-IN CREDIT OR DISCOUNT	\$
NET TAXABLE PRICE	\$ 97,000.00
SALES TAX - County %	\$ 7,760.00
DEALER'S OPTIONAL FEE FOR PROCESSING APPLICATION FOR REGISTRATION AND/OR CERTIFICATE OF TITLE. THIS IS NOT A DMV FEE.*	\$ 75.00
<input checked="" type="checkbox"/> NEW PLATES <input type="checkbox"/> TRANSFER LICENCE, TITLE & REGISTRATION	\$ 350.00
NYS INSPECTION FEE	\$ 20.00
NYS TIRE MGMT & RECYCLING FEE 2.50/NEW TIRE Applicable to this sale: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Number of tires _____	\$ 15.00
FEDERAL EXCISE TAX	\$
SVC CONT. \$ TAX \$	\$
TOTAL CASH PRICE - DELIVERED	\$ 105,220.00
RECEIPT# _____ Date _____ LESS CASH DEPOSIT WITH ORDER	\$
PLUS BALANCE OWING ON TRADE-IN	\$
MISC:	\$
CASH ON DELIVERY	\$
BALANCE TO BE FINANCED	\$ 105,220.00

CONSUMER DISCLOSURE AND ACKNOWLEDGEMENTS

Consumer to initial after each statement

- I certify that the emissions components on my trade vehicle have not been modified in any way. _____
- I understand that any special order parts or modifications I request will be applied to my deposit and are non-refundable. _____
- I certify to the best of my knowledge there are no other liens on the trade-in vehicle other than the one(s) I have disclosed. _____

CONSUMER NOTICES

* THE OPTIONAL DEALER REGISTRATION OR TITLE APPLICATION PROCESSING FEE IS NOT A NEW YORK STATE OR DEPARTMENT OF MOTOR VEHICLES FEE, UNLESS A LIEN IS BEING RECORDED OR THE DEALER ISSUED NUMBER PLATES, YOU MAY SUBMIT YOUR OWN APPLICATION FOR REGISTRATION AND/OR CERTIFICATE OF TITLE TO ANY MOTOR VEHICLE OFFICE

"PRIOR USE CERTIFICATION (required by Vehicle and Traffic law 417-a if the principal use of the vehicle was a police vehicle, taxicab, driver education vehicle or rental vehicle). The principal prior use of this vehicle was as: a police vehicle , a taxicab , a driver education vehicle or a rental vehicle ."

IF YOU AGREE TO ASSIST ME IN OBTAINING FINANCING FOR ANY PART OF THE PURCHASE PRICE, THIS ORDER SHALL NOT BE BINDING UPON YOU OR ME UNTIL ALL OF THE CREDIT TERMS ARE PRESENTED TO ME IN ACCORDANCE WITH REGULATION "Z" (TRUTH IN LENDING) AND ARE ACCEPTED BY ME. IF I DO NOT ACCEPT THE TERMS WHEN PRESENTED, I MAY CANCEL THIS ORDER AND MY DEPOSIT WILL BE REFUNDED

CONTRACTUAL DISCLOSURE STATEMENT FOR USED VEHICLE ONLY
"THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE."

THE TRADE IN

STOCK #	VIN #	MILEAGE				
YEAR	MAKE	MODEL	BODY	COLOR	CYL.	TRANS.
BANK HOLDING LIEN ON TRADE				PHONE NUMBER		
BANK ADDRESS						
LIEN ACCT#				CLOSE OUT DATE		
GOOD UNTIL	VERIFIED BY	DATE				

THIS TRUCK SOLD:
 WITH MANUFACTURER'S STANDARD NEW TRUCK WARRANTY
 AS IS. I hereby make this purchase knowingly without any guarantee, expressed or implied, by this dealer
 OTHER _____

I HAVE READ THE TERMS ON THIS AGREEMENT AND ACCEPT THEM AS STATED.

THIS AGREEMENT IS NOT BINDING UNLESS SIGNED BY THE SELLER AND THE BUYER

BUYERS SIGNATURE _____ DATE _____
 APPROVED BY SELLER Eric Bochetto DATE 12-5-2019

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- E. The information contained in this Lender's certification is, to the best of the Lender's knowledge, after due inquiry, true and correct. In the event the information provided is inaccurate or misleading, MCIDC reserves the right, at its sole discretion, to terminate participation in the GreatRate program.

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