

WASATCH BROWNFIELDS COALITION

POLICIES AND PROCEDURES FOR EPA BROWNFIELDS REVOLVING LOAN FUND

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POLICIES AND PROCEDURES FOR EPA BROWNFIELDS REVOLVING LOAN FUND

PARTIES

These Policies and Procedures apply to Salt Lake County (the “County”), Ogden City (the “City), and the Redevelopment Agency of Salt Lake City (the “RDA”) in the management of a grant-funded revolving loan fund. The County, City, and RDA may collectively be referred to hereinafter as the “Wasatch Brownfields Coalition,” “Coalition,” or the “Coalition Partners.”

BACKGROUND

In 2012, the County entered into a Cooperative Agreement with the U.S. Environmental Protection Agency (the “EPA”) for an initial grant of \$1 million to capitalize the Wasatch Brownfields Coalition Revolving Loan Fund (the “WBC RLF” or “RLF”). The purpose of the WBC RLF is to facilitate the reuse and redevelopment of environmentally contaminated sites by awarding low-interest loans and/or small subgrants to eligible property owners to fund environmental cleanup at eligible sites.

The Coalition Partners desire to operate the RLF in an organized, effective, and efficient manner and have developed these Policies and Procedures to achieve that goal. Accordingly, the Coalition Partners agree that the following Policies and Procedures shall govern the RLF Program:

1. RLF MANAGEMENT AND ADMINISTRATION

1.1. Overview

Generally speaking, the Coalition is responsible for establishing a team to implement the RLF Program and managing their activities. The following organizations or individuals are key players in the administration of the RLF Program: the Coalition Board, the EPA, the RLF Manager, and the Qualified Environmental Professional (QEP).

1.1.1. Coalition Board.

The Coalition Board shall review applications for RLF funding on behalf of the Coalition Partners and shall, subject to these Policies and Procedures and County policies and procedures, award loans or subgrants to eligible “Borrowers” or “Subgrant Recipients” for eligible environmental cleanup projects at eligible sites. The Coalition Board shall also manage the RLF Program and may from time to time make changes to these Policies and Procedures. The Coalition Board is discussed more fully in Section 1.2.

1.1.2. EPA Involvement.

The EPA is substantially involved in overseeing and monitoring the RLF Program through review and approval of procedures for loan and subgrant recipient selection; review of project phases, and approval of substantive terms included in professional services contracts. Substantial EPA involvement also includes making brownfields property-specific funding determinations. For instance, the Coalition may request technical assistance from the EPA to determine if sites qualify as brownfields sites and to determine whether the statutory prohibition found in Section 104(k)(4)(B)(i)(IV) of CERCLA applies (this prohibition prohibits a grant or loan recipient from using grant funds to clean up a site if the recipient is potentially liable under Section 107 of CERCLA for that site). Substantial EPA involvement may also include reviewing financial and environmental status reports; monitoring all reporting, record-keeping, and other program requirements; as well as the review of substantive terms of RLF Loans and cleanup subgrants.

1.1.3. RLF Manager.

The RLF Manager is responsible for carrying out responsibilities that relate to the financial management of the RLF Program. Nevertheless, the County remains accountable to EPA for the proper expenditure of funds provided to the County under the Cooperative Agreement with the EPA. The RLF Manager is discussed more fully in Section 1.4.

1.1.4. Qualified Environmental Professional (QEP), UDEQ, and LHDs.

The QEP is responsible for coordinating, directing, and overseeing the brownfields cleanup activities at a particular site. The Utah Department of Environmental Quality (UDEQ) will take on the QEP role for many projects by providing general oversight of cleanups through the required enrollment of RLF cleanup projects into a UDEQ oversight program. Local health departments (LHDs) will also help the Coalition evaluate proposed projects, review cleanup progress and results, and generally oversee cleanup projects. Salt Lake County may also engage a consultant to serve as the QEP on an as-needed basis. As part of the loan application process, UDEQ and/or another QEP will assist in reviewing loan and subgrant applications to ensure site eligibility and appropriate use of funds. However, as mentioned above, the EPA ultimately determines site eligibility. The QEP role is discussed more fully in Section 1.5.

1.2. Coalition Board – Structure and Duties

1.2.1. Structure

The Coalition Board (the “Board”) shall have seven voting members. Each Coalition Partner shall appoint two representatives to the Board and the County, in addition to its two representatives, shall appoint the Chairperson.

1.2.2. Duties.

The primary duties of the Board are to review loan and subgrant applications in order to make informed lending and granting decisions and to make operational and policy decisions pertaining to the RLF Program. The Board shall determine, after input from the Coalition Partners and their staff, issues such as loan rates, payment schedules and fees, Borrower and Subgrant Recipient

eligibility and approval requirements, and the overall approach to and management of the RLF Program.

1.2.3. Additional Duties.

Board members shall perform such other duties and functions as may be required from time to time by the Coalition to effectively administer the RLF Program.

1.2.4. Appointment.

Board members representing the County shall be appointed by the County Mayor. Board members representing City shall be appointed by the City Mayor. Board members representing the RDA shall be appointed by the Executive Director of the RDA. The appointment of individuals to the Board shall be formalized with a written letter to the other two Coalition Partners. These appointment letters shall be maintained in the records of each Coalition Partner.

1.2.5. Chairperson.

The Chair of the Board shall be appointed by the County Mayor. The Chair shall preside at all board meetings and perform such other duties as may be assigned to him from time to time by the Board. Prior to any board meeting, the Chair shall, in consultation with other Board members, approve agenda items organized and prepared by the RLF Manager (defined below) or his/her Designee. If the office of Chair becomes vacant, the County Mayor will appoint a successor before the next regularly scheduled meeting of the Board.

1.2.6. Vice Chair.

The Vice Chair shall be elected from among the board members by a majority vote at a regularly scheduled meeting of the Board. The Vice Chair shall, at the request of the Chair, or in the event the Chair is absent or unable to act, perform the duties of the Chair, and when so acting shall have all of the powers of the Chair, with the exception that the Vice Chair shall not vote in the Chair's stead. The Vice Chair shall assist the Chair and perform such duties as may be assigned to him from time to time by the Chair or the Board.

1.2.7. Term.

Each board member, including the Chair, will serve a four-year term, which may be renewed at the end of the term by the then current Mayor or Executive Director, as applicable.

1.2.8. Removal.

The Board may convene a meeting at anytime to discuss and vote on whether to remove a particular board member from the Board. A board member may be removed from the Board for just cause and upon majority vote of all other board members. Just cause includes unexcused absence from regularly scheduled board meetings, unethical behavior, and the like. The vacancy created by the removal of a board member shall be filled as soon as practicable by the same Coalition Partner that appointed the removed board member.

1.3. Board Meetings

1.3.1. Procedure.

The Chair may call a meeting of the Board for the purpose of transacting business and for the intent of making decisions at any time the Chair deems necessary or proper. Any board member may request that the Chair call and hold a meeting at any time. A minimum of one board meeting shall take place annually, but the Board may meet as often as the Chair deems appropriate. The Chair shall determine the location and time of board meetings.

The Board's decisions at a board meeting pertaining to approving or denying any project funding or other expenditure must be recorded in writing in the official meeting minutes and must also be supported in writing with the Board's reasoning.

1.3.2. Attendance.

Board members are expected to attend all regularly scheduled board meetings in person, by telephone, or via live video conferencing. If a Board member is unable to attend a meeting, the Board member's absence is excused if the Board member notifies the Chair and the RLF Manager in advance. A sudden illness or emergency, upon reasonable notification, is an excused absence.

1.3.3. Conduct of Meetings.

At meetings of the Board, the order of business will follow a written agenda provided by County staff to all members via email before the meeting. County staff will take minutes at the meeting. The County staff will ensure that the minutes are sent to Board members via email within 10 business days of the Board meeting. A Board member may contest the minutes by notifying the Chair in writing within 10 business days of receiving the minutes and outlining the Board member's reason for contesting the minutes. If a Board member does not contest the minutes within 10 business days of receiving them, the Board member is deemed to have approved the minutes.

1.3.4. Voting.

The Board may vote on decisions under consideration only if a quorum is present. A quorum consists of at least four board members, three of which must have been appointed by different Coalition Partners, not including the Chair. A Board member must be present either in person, by telephone, or via live video conferencing to be counted in the quorum. If a Board member anticipates that he/she will be absent from the meeting, the Board member must notify the RLF Manager and the Chair in advance. The Mayor or Executive Director Officer of each Coalition Partner, as applicable, may appoint a substitute for a board member to participate in the meeting and vote in the board member's stead.

If a quorum cannot reach a unanimous decision, a simple majority vote by attending Board members, including attendance by electronic means, such as telephone or live video conferencing, decides the issue. If a vote results in a tie, the Chair's vote decides the issue. If a vote results in a tie and the Chair is absent or unable to act, the issue is not decided and may be reconsidered at a meeting where the Chair is present. Board members may vote by acclamation or by ballot, as the Chair may designate.

1.4. RLF Manager – Duties and Appointment

1.4.1. Duties.

Subject to the direction and supervision of the Board, the RLF Manager shall supervise the day-to-day operations of the RLF Program and shall perform all other duties as may be assigned to him/her from time to time by the Board. Specifically, the RLF Manager is responsible for administering the budget, servicing loans, compiling and analyzing loan applications, overseeing remediation, and complying with EPA reporting requirements. The RLF Manager also coordinates community outreach efforts, tracks technical data and outcomes, monitors site cleanup activities, and insures that work is moving forward in a manner acceptable to the Board. The RLF Manager may delegate any of these responsibilities to employees of any Coalition Partner (“Coalition Employees”).

1.4.2. Appointment.

The RLF Manager shall be appointed by the Mayor of the County and must be an employee of the Salt Lake County Office of Regional Development. Once appointed, the RLF Manager shall serve until resignation or until removal by the Mayor of the County. The County’s appointment of the RLF Manager shall be formalized with a written letter to the other two Coalition Partners.

1.5. Qualified Environmental Professional (QEP)

1.5.1. Utah Department of Environmental Quality (DEQ).

UDEQ will serve as the Qualified Environmental Professional (QEP) for most projects. Since RLF cleanup projects will be required to enroll in a UDEQ-administered program, such as the Voluntary Cleanup Program (VCP), UDEQ will provide much of the oversight needed for individual projects. At the planning stage, UDEQ will assist in reviewing loan applications to evaluate each proposed project’s potential to improve health, safety, and environmental conditions.

1.5.2. Salt Lake Valley and Weber-Morgan Health Departments.

Salt Lake Valley Health Department (for projects within Salt Lake County) and Weber-Morgan Health Department (for projects within Ogden City) will assist the Coalition in compiling data; evaluating each proposed project’s potential to improve health, safety, and environmental conditions; reviewing progress and results of cleanups at the regular stakeholder meetings; coordinating quarterly meetings with UDEQ officials to ensure project compliance; taking action on public health impacts identified in the corrective action plan; and generally overseeing certain types of environmental cleanup projects.

1.5.3. QEP Consultants.

There may be occasions where UDEQ is unable to serve as the QEP on a cleanup project due to workload, conflicts of interest, or other factors. In these circumstances, professional environmental consulting services will be required to assist with reviews, recommend changes to proposed project scopes, verify completion of remediation projects, and provide technical advice and other resources and assistance necessary to administer the RLF. The County shall retain

these QEP consultants on an as-needed contract basis through an established competitive procurement process.

1.5.4. Other Parties.

This Section does not contain an exhaustive list of all the duties or parties associated with administration of the RLF Program. There are others who may perform certain duties related to the administration of the RLF Programing such as attorneys and accounting personnel affiliated with each of the Coalition Partners.

2. LOANS AND SUBGRANTS

2.1. General Application Process.

The RLF Manager shall advertise the availability of loans and/or subgrants from the WBF RLF Program to be used for environmental remediation projects within Salt Lake County and Ogden City and provide applications to all interested individuals. The RLF Manager shall follow the advertising and marketing requirements set forth by the EPA from time to time.

Applicants shall submit loan or subgrant applications to the RLF as instructed in the application. Once received, the RLF Manager shall send the site eligibility analysis to UDEQ and/or EPA for approval, whichever is required.

The RLF Manager, together with Coalition Employees, shall analyze the applications, conduct due diligence, and compile the analysis and due diligence into a report to be presented to the Board.

The application review process may include, but is not limited to:

- client interviews;
- technical/financial analysis;
- collateral analysis;
- credit reports and credit checks; and
- document verification and analysis.

The Board shall review the RLF Manager's report and make the final decision to approve or deny the application at a meeting of the Board at which a quorum is present. The Board may deny an application based on fund availability, the ability to secure funds in the RLF, feasibility of a successful cleanup or another standard that is consistent with these Policies and Procedures. The Board may include details, provisions, restrictions, and covenants in addition to those required by these policies and procedures in any decision approving a loan or subgrant application.

2.2. Restrictions on Loan Amounts

Subject to funding availability, the maximum loan amount for any one borrower is \$500,000 per site. However, the Board may determine to loan a greater amount under unique circumstances. The minimum loan amount for one borrower is \$10,000 per site. However, the Board may determine to loan a lesser amount under unique circumstances. In no event, however, shall the loan amount, when combined with prior debt secured by the collateral, exceed 95% of the appraised value of the collateral (the "95% loan-to-value requirement").

2.3. Subgrants

Subgrants are discouraged but will be considered on a case-by-case basis. In no event shall subgrants exceed the amount specified in the EPA Cooperative Agreement. Subgrants may not be awarded to for-profit organizations.

In the event the Board determines to use RLF funds to issue subgrants, the Board shall designate a specified amount to use for subgrants which shall be divided evenly among the Coalition Partners. However, any Coalition Partner may waive his right to its share of the subgrant designated funds by submitting a written waiver signed by the Mayor or Executive Director of the Coalition Partner. Furthermore, such subgrant-designated funds shall be converted to loan-designated funds if they remain unused and are at risk of forfeiture to the EPA.

2.4. Conflict of Interest

Each Board member must disclose in writing to the County and the Board any business, personal, or financial interest the Board member has with any loan or subgrant applicant. If a conflict of interest exists, the conflicted Board member must identify the conflict and recuse himself/herself from any Board action involving the issue giving rise to the conflict.

If the Chair has a conflict, the Vice Chair will assume the Chair's duties, other than voting, on any issues giving rise to the conflict. If the Chair and Vice Chair both have a conflict, the remaining Board members shall appoint a Substitute Chair by majority vote at the beginning of the meeting. The Substitute Chair assumes the Chair's duties, other than voting, on any issues giving rise to the conflict. The Substitute Chair must be an existing Board member.

If a vote results in a tie and the Chair is unable to vote due to a conflict of interest, the County Mayor shall appoint a substitute to vote in the Chair's stead. The substitute votes in the Chair's stead for only the issue causing the Chair's conflict.

If a Board member refuses to acknowledge a conflict of interest or refuses to recuse himself/herself despite a conflict of interest, the Board may, using its normal voting procedures, force that Board member to recuse himself/herself from any Board action involving the issue that created the conflict.

2.5. Confidentiality

The Board is responsible for protecting applicant confidentiality. To achieve this, the Board and RLF Manager shall limit access to applicant information to appropriate staff and Board members. Loan and subgrant application documents and analysis reports that are distributed to the Board before meetings shall be treated as confidential.

When the Board completes its review of an application and report, the County must retain one copy of all applications, supporting documents, and reports for recordkeeping and statistical tracking purposes according to retention schedules established by the County from time to time. The other Coalition Partners may, at their discretion, retain copies of all applications, supporting documents, and reports. The Coalition may release to the public information regarding the loan portfolio's general performance, but generally will not disclose to the public individual loan performance.

Notwithstanding the foregoing, the Coalition Partners are subject to the Utah Government Records Access and Management Act (GRAMA), Utah Code Ann. §§ 63G-2-101 to -901. As a result, the Coalition Partners may be required to disclose certain information and materials to the public upon

request. Generally, any document submitted to the Coalition is considered a “public record” under GRAMA. Any person who provides to the Coalition a record that the person believes is protected under subsection 63G-2-305(1) or (2) must provide both: (1) a written claim of business confidentiality and (2) a concise statement of reasons supporting the claim of business confidentiality.

3. SITE SELECTION PREFERENCE

The Board shall approve funding for one project in each Coalition Partner’s jurisdiction before it may approve a second project in any Coalition Partner’s jurisdiction. A member of the Coalition may waive its right to this priority status in writing presented to the Board by both representatives from the jurisdiction. For purposes of this Section, the County’s jurisdiction does not include the jurisdiction of the RDA and vice versa. After the Board has approved the first three applications—one from each Coalition Partner’s jurisdiction— or after a jurisdiction has waived its right to this initial priority status, the Board shall no longer be required to approve applications evenly among the Coalition Partners.

4. ELIGIBILITY REQUIREMENTS

The Coalition may not award any loans or subgrants to an ineligible applicant or for an ineligible property or ineligible cleanup activity. Eligibility requirements for applicants, properties, and cleanup-activities are listed in **Appendix A**. However, the eligibility requirements listed in the Cooperative Agreement or the EPA Revolving Loan Fund Administrative Manual shall govern to the extent they differ from those listed in Appendix A. Furthermore, according to the Cooperative Agreement, the EPA must review each application to confirm site eligibility.

5. COST-SHARE CONTRIBUTION

Under the Cooperative Agreement, the Coalition must make a 20% cost share contribution to the RLF Program (contribute an amount equal to at least 20% of the amount of the grant award). The cost share contribution may be made in the form of cash, labor, material, or services from a non-federal source. The cost share contribution must be for costs that are eligible and allowable under the Cooperative Agreement and must be supported by adequate documentation.

The Coalition Partners may satisfy the entire 20% cost share requirement from their own funds or may require Borrowers and Subgrant Recipients to assist with this requirement. For instance, for each loan or subgrant, the Board shall determine whether to require the Borrower or Subgrant Recipient to contribute toward the 20% cost share requirement. Generally, the Board will require the Borrower or Subgrant Recipient to assume all or part of the cost-share contribution. The Board will determine the amount of the Borrower’s or Subgrant Recipient’s contribution and how the Borrower or Subgrant Recipient may make the contribution. The standard method to ensure that the Borrower or Subgrant Recipient meets its cost-share obligation is to loan or subgrant only a percentage of total eligible cleanup costs.

6. LOAN APPLICATION REQUIREMENTS

6.1. Preparation.

The RLF Manager shall prepare an application package for prospective applicants. The application package should generally require applicants to provide the information listed in **Appendix B**. Nevertheless, the RLF Manager shall have flexibility to decide on the required documentation for each applicant. The RLF Manager shall maintain a project file and shall keep a permanent record of application materials, including pictures, letters from past property owners, and documentation of other relevant information.

The Salt Lake County District Attorney's Office shall prepare the loan agreement, promissory note, and related documents.

All loan and subgrant applications must include a "true-to-the-best-of-my-knowledge" statement acknowledged by the Borrower or Subgrant Recipient. The Board and the Coalition Partners shall require each Borrower or Subgrant Recipient to agree to indemnify the Board and the Coalition Partners from liability associated with remediation of the approved site.

6.2. Remediation Planning.

The RLF Manager and the Board will review each loan or subgrant application to ensure that the Borrower will use funds for cleanup activities necessary to attain site closure or to allow for redevelopment of the property.

The RLF Manager and the QEP will review information that the applicant submits to comply with this section. If the RLF Manager or the QEP identifies a deficiency, the applicant must resolve all deficiencies to facilitate a loan or subgrant agreement with the Coalition.

6.3. Cleanup Plans.

Each applicant is responsible for submitting a cleanup plan, all required permits, and other required plans to UDEQ, the local health department, or other applicable regulatory agencies. The appropriate regulatory agency must approve the cleanup plan, before an applicant may receive a loan or subgrant. The applicant must submit a copy of the approved cleanup plan and a letter of regulatory agency approval as part of its application. If the applicant does not submit these documents, the final loan or subgrant agreement must define what is required and when it must be submitted to receive funding.

6.4. Time Restraint on Cleanup.

For each approved project, the Board, in consultation with UDEQ or the Coalition's QEP, will determine an appropriate deadline by which cleanup must be completed.

6.5. Contractor Selection.

Each applicant shall agree to follow all EPA requirements, including the Six Good Faith Efforts discussed in the Cooperative Agreement, whenever procuring construction, equipment, services and supplies, and shall agree to retain records documenting compliance with all requirements. The Board may reject an applicant's application if the applicant refuses to agree to these requirements.

7. RLF MANAGER'S REPORT/ANALYSIS

The RLF Manager is responsible for receiving and compiling loan and subgrant applications. Together with Coalition Employees, the RLF Manager shall compile the applications into a package to be presented to the Coalition Board. The RLF Manager and Coalition Employees may work in coordination with the Coalition Partner of the jurisdictional boundary in which the prospective site is located including the delegation of responsibilities to analyze and compile loan and subgrant applications.

The RLF Manager shall compile a report to be presented to the Board. The intent is to provide the Board with a thorough and accurate summary of the loan or subgrant application. The report shall identify, quantify, and assess each applicant's strengths and weaknesses.

The report from the RLF Manager and Coalition Partner must present sufficient detail, supported by credible financial summaries and analysis, to allow the Board to make a reasoned decision concerning approving or denying an applicant's request for funding. The Board may request that the RLF Manager and applicable Coalition Partner provide actual loan or subgrant application documents for the Board's review.

The process is not based solely on risk analysis (why a loan should or should not be made), but also on risk management (how the risks can be managed). Typical information that could be provided in a report to the Board might include:

- description of public benefit
- applicant information;
- description of eligibility issues;
- requested loan amount;
- analysis of management ability;
- financial analysis of business;
- balance sheet analysis;
- income statement analysis;
- cash flow analysis;
- analysis of owner's personal living needs;
- collateral analysis;
- owner's equity position; and
- a summary and recommendation.

A copy of the Borrower's (and/or Guarantor's) credit report should be attached to the report, if applicable.

8. LOAN UNDERWRITING CRITERIA & CREDIT ANALYSIS

8.1. Applicant Character

An applicant must be creditworthy to qualify for funding under the Coalition's RLF Program. A personal financial statement and business financial statement may be required as part of the application process. The financial statement(s) will be compared directly to the credit report for accuracy. Any misrepresentation by the applicant is reason for immediately denying the application.

8.2. Applicant Credit Report

The RLF Manager shall obtain a Credit Report as part of the due diligence process. The Credit Report must be current and obtained no earlier than 45 days before the date of the Board meeting at which final approval or denial will be determined. The following standards have been established for interpretation of credit reports:

Late payments: The applicant must provide a written statement for the cause of all late payments.

Bankruptcy: Applicants must not have declared bankruptcy within the last three years unless such bankruptcy is strictly related to a medical catastrophe or an act-of-nature occurrence beyond the applicant's control (e.g. natural disaster).

Collections: There can be no outstanding collections except those deemed medically related. For any outstanding medical collection, the applicant must have a workout plan completed.

Judgments: There can be no outstanding judgments.

Whenever an adverse credit report is received on an applicant, principal, or other party (such as a spouse or former spouse), the applicant must provide a written narrative describing the circumstances giving rise to any adverse credit factors noted and the current status or final outcome.

8.3. Applicant Financial Strength

The RLF Manager shall evaluate the financial strength of each applicant based on, but not limited to, the following factors:

- Repayment ability, including past earnings, projected cash flow, and future prospects
- Sufficient invested equity to operate on a sound financial basis
- Potential for long-term success based on the business plan
- Effect any affiliates may have on the ultimate repayment ability of the applicant
- Liquidity
- Nature and value of collateral

8.4. Applicant Cash Flow

Applicants must demonstrate an ability to generate positive free cash flow. An applicant's Debt Service Coverage (Free Cash Flow/Debt Service Obligation ratio) should be 1.5 or better.

9. COLLATERAL ANALYSIS

Typical collateral review includes lien searches and valuation.

9.1. Lien Searches

The RLF Manager will complete a lien search on each potential item of collateral. This information will be presented to the Board and will assist the Board in determining the Borrower's collateral position. The lien search must be completed within 30 days of the Board Meeting at which final approval or denial will be considered. A second lien search may be completed just prior to loan closing.

9.2. Collateral Valuation

A commercial appraisal performed by an independent licensed appraiser will be required for all collateralized property. The Board may, at its discretion, waive the requirement to submit an appraisal by an independent licensed appraiser, but only if there is no outstanding debt on the property (other than the RLF loan) and the current year's taxable County assessed value is adequate to meet an 95% loan-to-value ratio.

10. REPAYMENT ANALYSIS

10.1. Primary Source of Repayment

The RLF Manager will calculate Debt Service Coverage (Free Cash Flow/Debt Service Obligation ratio) to help the Board determine whether existing sources of revenue are adequate to repay the loan.

10.2. Secondary Source of Repayment

A secondary source of repayment, should the primary source be inadequate, must be identified. This could include liquidation of property, inventory, and/or machinery and equipment. Secondary sources of repayment may also include the personal guarantee(s) of the applicant's principal owner(s).

11. LOAN/SUBGRANT APPLICATION REVIEW PROCESS

11.1. Application Review

The RLF Manager and QEP shall conduct a completeness review of each application within 30 days of the application deadline. If the application is not complete, the RLF Manager shall notify the applicant of the deficiencies and give the applicant an opportunity to remedy them.

If the RLF Manager determines that the application is complete, the RLF Manager shall have 60 days to conduct due diligence, prepare an analysis report, and submit the application along with an analysis report to the Board for review and potential approval. The Board has 90 days from receiving the application and analysis report to either approve or deny the application.

11.2. Approval

The Board must approve all loans and subgrants to be funded. The EPA must determine the eligibility of all cleanup sites. Written notification of approval and any changes to the proposed loan terms and conditions will be provided to the applicant in a commitment letter. The applicant will be required to acknowledge any terms and conditions outlined in the commitment letter.

11.3. Denial

To comply with the Equal Credit Opportunity Act, each Coalition Partner will adhere to the following procedures:

- If a loan applicant withdraws before consideration by the Board, the entire application should be returned to the applicant.

- If the Board formally declines the loan, the application and supporting documents are not returned to the applicant—only a letter explaining why the loan was denied will be provided to the applicant.
- A formal letter on all denials must be signed by the Chair and sent to the Borrower. The reasons for the denial must be specified and explained in terms the applicant can understand so he/she will know what needs to be overcome for any reconsideration. Otherwise, under provisions of the Freedom of Information Act, the applicant may be entitled to a copy of the entire loan report.
- Reconsideration rights must be stated.

Standard reasons for denial are as follows:

- Inadequate repayment ability of the applicant or guarantors.
- Collateral is not deemed sufficient to protect the interest of Salt Lake County. In other words, insufficient collateral margin.
- Lack of reasonable assurance of repayment.
- Disproportionate amount of debt to tangible net worth (debt-to-equity).
- Inadequate working capital after debt service or insufficient borrower equity.
- The result of granting the financial assistance requested would be to replenish funds distributed to the owner, partners, or shareholders.
- Gross disparity between owner's actual investment and the loan requested.
- Lack of reasonable assurance of compliance with the terms of the loan agreement.
- Unsatisfactory performance on existing loan(s).
- Insufficient program funds available for the request.
- Loan concentration.
- Lack of guarantor strength.
- Lack of secondary sources of repayment.
- Loan does not meet EPA program requirements.
- Low likelihood of successful cleanup.
- Other reasons as determined by the Board.

12. LOAN STRUCTURE

The Board may exercise flexibility in setting loan repayment terms and schedules. Loan structure will include and give consideration to the following:

12.1. Rate

The standard interest rate will be 2% with a default rate of 14% for RLF loans, though the Board may adjust the interest rate on a case-by-case basis. The Board may consider zero-interest loans to public entities and nonprofit entities.

12.2. Repayment Terms

The Board shall determine each loan's repayment schedule based on the applicant's projected ability to repay the loan, the projected value of the collateral and other security, and the overall risk of the project, including the type of contamination and the cleanup schedule.

The Board may establish a loan's repayment schedule based on standard loan amortization schedules, extended amortization schedules with balloon payments of principal, amortization schedules with periods of accruing interest or interest only payments, and such other schedules as the Board may determine to be appropriate. The Board may offer flexible repayment terms in an effort to balance the cash flow needs of the Borrower with the reimbursement needs of the RLF so as to make loan funds available to others.

12.3. Amortization

Notwithstanding the foregoing subsection, loans should generally be repaid based on a ten-year amortization schedule with a five-year balloon payment to facilitate the revolving nature of the funds.

Special provisions, such as deferral of principal payments, interest rate reduction, and balloon payments with amortized payments based on longer terms, may be considered by the Board on a case-by-case basis. When considering special provisions, the Board shall evaluate factors such as the structure of other related loans for the same project, the nature of the collateralized assets, and the Borrower's projected ability to repay the loan.

12.4. Payments and Late Fees

Borrowers shall make loan payments directly to Salt Lake County. Unless otherwise specified in the Loan Agreement with the County, loan payments are due the 1st day of each month, with a late fee of 5% of the payment amount or \$50.00, whichever is greater, due with any payment received on or after the 16th day of the month. The RLF Manager may consider waiving or reducing a late fee if, during the same month in which the loan payment giving rise to the late fee is due, the Borrower makes the loan payment in full and sends to the RLF Manager a letter requesting waiver of late fee.

12.5. Collateral

Loans shall be secured with a standard form Trust Deed in either first or second position. The County's collateral position may only be subordinated and made inferior to liens securing other loans made in connection with the proposed project (*see* Section 9 for additional details on collateral). If the loan collateral is subject to shared ownership, then all respective parties must execute the loan agreement and loan closing documents. Other acceptable forms of collateral include:

- Standby Letter of Credit. Borrower provides a letter of credit from an approved financial institution. Prior written notice is required for any cancellation or non-renewal.
- Other Real Estate. Borrower provides the County with a first or second priority trust deed on property located in Salt Lake County or Ogden City, whichever is applicable.
- Pledge Account. Borrower enters into an agreement with the County to pledge an approved account for the term of the loan. Types of pledge accounts may include certificates of deposit, savings accounts, and securities accounts (including bonds).
- Assignment of Patents and Licenses. Borrower assigns rights to patents or licenses and any royalties thereunder.
- Life Insurance. Borrowers which depend largely on certain individuals for their success may be required to list Salt Lake County as a beneficiary under adequate life insurance on those key individuals to secure the loan.

- Personal Guarantees. Personal guarantees may be required from any person owning any portion of a business listed as the Borrower.

The RLF Manager and the Board shall consider the merits and potential benefits of requiring each of these forms of collateral. Loans from the RLF will inherently be higher risk than normal commercial financial institutions might be willing to assume. Therefore, when appropriate, the County may require liens, assignments, or other rights to assets. Title insurance must be obtained for each property. Hazard and/or liability insurance will be required and such insurance policies shall list Salt Lake County as loss payee and additional insured.

12.6. Subordination

In most cases, the Board will accept only first or second position security interests, but in rare cases the Board may accept as low as a third position where it is necessary to facilitate the financial participation by private institutional lenders. . When appropriate and feasible, the Board may require a Borrower to subordinate promissory notes payable to officers, owners, or other parties affiliated with the Borrower. Such subordination may include subordination of security interests and/or repayment restrictions.

12.7. Exceptions

The Board may grant exceptions to the requirements of this section on a case-by-case basis—for instance, where assistance from the RLF will result in extraordinary public benefit, or when the Board believes that lack of borrower interest in the RLF Program is cause for severe concern.

13. LOAN/GRANT CLOSING / FEES / COSTS

The following fees shall apply to each loan application and loan. The Board reserves the right to recommend additional fees on a case-by-case basis.

13.1. Application Fee

Applicants shall pay the County an application fee of 0.5% of the requested loan amount or \$500.00, whichever is greater, for each application submitted. This fee is nonrefundable and will help cover expenses like appraisals, credit reports, title searches, etc.

13.2. Origination Fee

Applicants shall pay the County an origination fee of 2% of the requested loan amount or \$1000.00, whichever is greater, for each loan application that is approved. The Origination Fee will help cover legal and closing costs related to document filing, underwriting, recording, and other associated expenses.

13.3. Monthly Service Fee

For each loan issued, the Borrower shall pay the County a monthly service fee of \$25 to cover loan administration expenses.

13.4. Cost Share

Generally, Borrowers and Subgrant Recipients must bear 20% of the cost of the cleanup portion of the project (note: redevelopment costs are ineligible). The Board shall determine the precise amount of a Borrower's or Subgrant Recipient's cost-share contribution and how the Borrower or Subgrant Recipient may make the contribution. The standard method to ensure that the Borrower or Subgrant Recipient will meet its cost-share obligation is to loan or subgrant only a percentage of eligible cleanup costs to the Borrower.

14. LOAN SERVICING POLICIES

14.1. Payments

Borrowers will make payments to the County in accordance with the loan agreement and promissory note executed at loan closing. All loan payments shall be made via automatic debit. The County shall charge the Borrower a \$50 fee for Non-Sufficient Funds (NSF).

The RLF Manager or designated County employee ("Designee") shall track each loan payment, showing the break-down between principal, interest, and fees. The RLF Manager or Designee shall provide the Board with a report detailing the RLF's fund balance, individual loan performance, and the status of ongoing remediation projects on a quarterly basis (or more frequently as needed). The RLF Manager or Designee shall regularly reconcile the accounting system with accounts and with the overall fund balances and track the performance of each loan.

14.2. Monitoring

The RLF Manager or Designee will specifically monitor the following items:

1. *Financial Statement and Tax Returns*—Financial Statements will be collected in accordance with the loan agreement and tax returns will be requested annually.
2. *Life Insurance Verification*—If life insurance is required for key individuals and is required to be assigned to the County, the RLF Manager or Designee shall verify that Salt Lake County is the assignee for the duration of the payment schedule.
3. *Hazard Insurance Verification*—Hazard insurance will be required and verification that the County is listed as Loss Payee and additional insured on the policy.
4. *Liability Insurance Verification*—When vehicles have been taken as collateral, the Borrower must maintain full coverage with collision on the vehicle(s). The County must be listed as Loss Payee.
5. *Worker's Compensation*—If the Borrower has employees, the Borrower must provide proof of worker's compensation insurance.
6. *Uniform Commercial Code (UCC) Filings*—UCC filing must be filed with the Secretary of State's office and a continuation statement filed prior to the fifth year anniversary of the initial filing.
7. *Other Renewal Items*—Some loans may require other renewal items, such as liens on livestock brands. The RLF Manager or Designee will monitor these items as well and ensure that continuations are filed when necessary.

The RLF Manager or Designee shall conduct an annual site review at the Borrower's place of business and/or the cleanup site. During the site visit, staff will verify employment numbers, inspect

collateral, and answer questions the Borrower may have concerning their loan with the County. Notwithstanding the foregoing, the RLF Manager may, at his/her discretion, periodically verify the above information throughout the year.

14.3. Special Considerations

The Board may recommend special payment arrangements, such as deferrals of principal, interest payments only, or both. The Board may also recommend that the County defer loan payments under special circumstances or due to unanticipated difficulties.

To be considered for a deferral, the Borrower must submit a written request, along with copies of its most current financial statements to the RLF Manager. In addition, the Borrower must bring any delinquent loans current before the Board will consider the deferral.

The Board shall evaluate each deferral request individually and shall base its decision on a thorough analysis of the Borrower's financial statements, including historical and projected cash flow. The Board must approve any deviation from this policy.

14.4. Delinquency Policy

Salt Lake County will handle late payments in the following manner:

1. The County will assess late fees in the amount of 5% of the payment amount or \$50.00, whichever is greater, on payments received more than 16 days after the scheduled payment date.
2. If the County has not received payment within 60 days of the scheduled due date and the Borrower has failed to communicate with the RLF Manager or his Designee, the RLF Manager will issue a letter of default to the Borrower.
3. The default penalty for payments that are more than 60 days past due is 14% of the outstanding balance of the loan.
4. If Salt Lake County has not received payment within 90 days of the scheduled due date and the Borrower has failed to communicate with the RLF Manager, the RLF Manager will recommend foreclosure proceedings to the Board. At the Board's next scheduled meeting, the voting members will be informed of any foreclosure proceedings recommended by the RLF Manager. The County may proceed with foreclosure proceedings with the Board's consent.

14.5. Loan Workouts and/or Restructuring

If a Borrower defaults, the RLF Manager may work with the Borrower to develop an acceptable workout plan. The RLF Manager may evaluate the following factors to determine the restructuring benefit to the business and the RLF Program:

1. Cash flow available for debt service.
2. Status of accounts payable
3. Status of accounts receivable
4. Existing debt service.
5. Historical and current trends of sales and expenses.

The RLF Manager must present the tentative workout plan to the Board for approval. If the Board approves the workout/restructuring plan, a "Change in Terms" agreement must be executed.

The Borrower must bring any delinquent loans current and pay a \$200.00 fee and any related filing fees to the County before the Board may consider the workout/restructuring plan.

14.6. Foreclosure Policies

In most instances, foreclosure will be viewed as the last option. There are, however, instances when foreclosure is the best option and the only remedy to a deteriorating situation. Foreclosure may take place only upon a vote of the Board.

All foreclosure proceedings and actions should be done in such a way as to provide maximum protection for the loan portfolio, its participating lenders, if any, and for the interest of all affected parties, including the Borrower's low and moderate income customers. Prior to foreclosing on any property, the Board shall consult legal counsel to discuss the repercussions of any pertinent environmental issues.

Collateral liquidations must attempt to cover the cost of the outstanding loan principal, any accrued interest owed to the County, and the transaction costs of the liquidation efforts (e.g. legal, marketing, staff time, etc.).

If foreclosure proceeds do not cover the outstanding loan amounts due and the cost of the collection, a deficiency judgment will be sought. The foreclosure proceeds will generally be disbursed first to cover collection costs and second to cover loan amounts due.

15. POLICY DEVIATIONS

Any deviation from these policies must be approved by the Board. To be considered for a deviation, an applicant or Borrower must submit a written request for the deviation and the reasons for the request. The Board will issue a written decision concerning the deviation request.

16. AMENDMENTS

Proposed amendments to these Policies and Procedures may be discussed at any properly noticed regular meeting of the Board. A proposed amendment may not violate any provisions of state or federal law or any provision of the Cooperative Agreement with EPA. A proposed amendment may be adopted by affirmative vote of at least four of the seven board members, three of which must have been appointed by different Coalition Partners, but only if the proposed amendment has been presented in writing electronically or by other means to each Board member at least three working days before the meeting at which the amendment will be considered.

17. ETHICAL CONDUCT

The Coalition, each Coalition Partner, each board member, and all other participants in operating the RLF Program must adhere to all applicable laws, rules, and regulations of applicable federal, state, and local governments, including procurement, antidiscrimination, and confidentiality regulations.

APPENDIX A

This appendix outlines eligibility requirements for applicants, properties, and cleanup activities. The Coalition will not award a loan or subgrant to an ineligible applicant or for an ineligible property or ineligible cleanup activity.

I. APPLICANT ELIGIBILITY

To be eligible for a **loan**, an applicant must meet the following requirements:

1. The applicant is a public, non-profit, or private entity with control over or access to a brownfield site.
2. The applicant has income adequate to repay any approved loan funding.
3. The applicant's credit history demonstrates prompt payment of past obligations.
4. The applicant does not have any outstanding judgments or liens.
5. The applicant has not defaulted and is not owned in whole or in part by any individual or entity that defaulted on any loan made with federal funding or under any program administered by the State of Utah or by any of the Coalition Partners.
6. The applicant is not potentially liable under CERCLA §107.
7. The applicant certifies that it is not currently, nor has ever been, subject to any penalty resulting from environmental noncompliance at the brownfield site.
8. The applicant is acceptable to the EPA and cannot have been suspended, debarred, or otherwise declared ineligible by the federal government.
9. The applicant certifies that it will comply with all applicable federal and state law, including Davis-Bacon and Equal Employment Opportunity requirements.
10. The applicant is eligible to participate in an oversight program of the Utah Department of Environmental Quality (UDEQ), of a local health department (Salt Lake Valley Health Department for projects within Salt Lake County and Weber-Morgan Health Department for projects within Ogden City), or other applicable state-administered cleanup program.

To be eligible for a **subgrant**, an applicant must meet the requirements to be eligible for a loan, plus these extra requirements:

1. The applicant owns the property at the time the subgrant is awarded.
2. The applicant retains ownership of the site throughout the period of performance of the subgrant.
3. The applicant is a public or nonprofit entity.

4. The applicant is neither the original grant recipient (Salt Lake County) nor another component of the original grant recipient's own unit of government or organization.
5. The applicant is not a nonprofit organization described in §501(c)(4) of the Internal Revenue Code that engages in lobbying activities as defined in §3 of the Lobbying Disclosure Act of 1995.
6. The applicant must document the extent to which the subgrant will:
 - facilitate the creation or preservation of greenspace (e.g. a park, recreational area);
 - benefit the needs of low income communities who have limited sources of funding for environmental remediation and redevelopment;
 - facilitate the use of existing infrastructure; and
 - promote the long-term use of RLF funds.

Additionally, an ineligible applicant may become eligible based on liability protection under CERCLA as a:

1. bona fide prospective purchaser (BFPP);
2. contiguous property owner (CPO); or
3. innocent landowner (ILO).

To become eligible under these protections (known as the "landowner liability protections"), the applicant must meet certain threshold criteria and satisfy certain continuing obligations to maintain its status as an eligible borrower, or subgrant recipient. These include, but are not limited to, the following:

1. All applicants asserting a BFPP, CPO or ILO limitation on liability must provide an opinion from their counsel that they will perform (or have already performed) "all appropriate inquiry," as found in section 101(35)(B) of CERCLA, on or before acquiring the property.
2. All applicants seeking to qualify as bona fide prospective purchasers or contiguous property owners must certify that they are not:
 - a. potentially liable, or affiliated with any other person that is potentially liable, for response costs through
 - i. any direct or indirect familial relationship; or
 - ii. any contractual, corporate, or financial relationships;

- b. a reorganized business entity that was potentially liable; or
 - c. otherwise liable under CERCLA §107(a) as a prior owner or operator, or generator or transporter of hazardous substances to the facility.
 3. Applicants must meet certain continuing obligations in order to achieve and maintain status as a landowner protected from CERCLA liability. These continuing obligations include:
 - a. complying with land use restrictions and not impeding the effectiveness or integrity of institutional controls;
 - b. taking reasonable steps with respect to hazardous substance releases;
 - c. providing full cooperation, assistance, and access to persons that are authorized to conduct response actions or natural resource restoration;
 - d. complying with information requests and administrative subpoenas (applies to bona fide prospective purchasers and contiguous property owners); and
 - e. complying with legally required notices (again, applies to bona fide prospective purchasers and contiguous property owners) [see CERCLA § 101(40)(B)-(H), 107(q)(1)(A), 101(35)(A)-(B).].
 4. CERCLA requires additional obligations to maintain liability protection. These obligations are found at §§ 101(35), 101(40), 107(b), and 107(q).

II. SITE ELIGIBILITY

A property must meet the following requirements to be eligible to receive a Brownfields loan or subgrant from the Coalition:

1. The property must satisfy the definition of a “brownfield site” as reported in CERCLA §101(39)(A), which is “real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant.” Contaminants include petroleum, asbestos, and lead-based paint.
2. The property must be located within the jurisdictional boundaries of Salt Lake County, the Redevelopment Agency of Salt Lake City, or Ogden City. Salt Lake County may not change the boundaries specified in the RLF grant agreement without an amendment to the grant that is approved by an EPA Award Official. These amendments may require justification under EPA’s competition policy
3. The property must meet EPA eligibility requirements
4. The property must meet eligibility requirements for the applicable Utah Department of Environmental Quality or local health department oversight program.

5. The property must be sufficiently characterized to effectively evaluate cleanup alternatives (this is generally beyond Phase II level of sampling).
6. All property taxes and special assessments must be paid and current for the property.

Funds may not be used at any of the following sites:

1. Property that is listed or proposed for listing on the National Priorities List.
2. Property subject to unilateral administrative orders, court orders, administrative orders on consent, or judicial consent decree issued to or entered by parties under CERCLA.
3. Property that is subject to the jurisdiction, custody or control of the United States government, with the exception of land held in trust by the U.S. government for an Indian tribe.
4. Property excluded from the definition of a Brownfields site for which EPA has not made a property-specific funding determination.
5. Property deemed ineligible for funding by EPA.

Additional information concerning eligible properties can be found in the Cooperative Agreement between Salt Lake County and the EPA and in the EPA Brownfields Revolving Loan Fund Administrative Manual.

III. CLEANUP ACTIVITY ELIGIBILITY

Loan or subgrant funds may be used for the following activities:

1. Removing, mitigating, or preventing the release or threat of a release of a hazardous substance, pollutant, contaminant, petroleum product, or controlled substance into the environment.
2. Oversight of cleanup activities.
3. Installation of fences, warning signs, or other security or site control precautions.
4. Installation of drainage controls.
5. Stabilization of berms, dikes, or impoundments; or drainage or closing of lagoons.
6. Capping of contaminated soils.
7. Using chemicals and other materials to retard the spread of a release or mitigate its effects.
8. Excavation, consolidation, or removal of contaminated soils.
9. Removal of drums, barrels, tanks, or other bulk containers that contain or may contain hazardous substances, pollutants, or contaminants, including petroleum.
10. Removal of source materials, including free product recovery.

11. Containment, treatment, or disposal of hazardous materials and petroleum products.
12. Site monitoring activities, including sampling and analysis that are reasonable and necessary during the cleanup process, including determination of the effectiveness of a cleanup.
13. Sampling as related to design and implementation of a selected cleanup plan, such as confirmation sampling.
14. Costs associated with documenting alternative approaches to remediating the site.
15. Expenses for site cleanup activities under CERCLA §104(k)(3)(A)(ii).
16. Voluntary cleanup program or state cleanup program fees associated with the site remediation.
17. Costs required to purchase insurance if the purchase of such insurance is necessary to carry out cleanup activities.
18. Costs associated with monitoring and enforcing institutional controls used to prevent human exposure to hazardous substances at a brownfields site (eligibility limited to local government grantees; costs cannot exceed 10 percent of the loan funds).
19. Costs associated with meeting public participation, community notification, and worker health and safety requirements.
20. Expenses for travel, training, equipment, supplies, reference materials, and contractual support, if those costs are reasonable and can be allocated to tasks specified in an approved scope of work.
21. Direct costs for progress reporting to the Lender.
22. Costs incurred by the borrower for procurement are eligible, but only if the procurement contract is for services or products that are direct costs for performing the cleanup, for insurance costs, or for maintenance of institutional controls.
23. Costs for design and performance of a remediation plan.
24. Costs for monitoring of a natural resource (e.g., soil, groundwater) for contamination.
25. Construction, demolition, and development activities that are part of and necessary for site cleanup.

Expenses for which a loan or subgrant **may not** be used include, but are not limited to, the following:

1. Pre-cleanup environmental assessment activities, such as site assessment, identification, and initial characterization with the exception of site monitoring activities that are reasonable and necessary during the cleanup process, including determining the effectiveness of a cleanup.
2. Monitoring and data collection necessary to apply for, or comply with, environmental permits under other federal and state laws, unless such a permit is required as a component of the cleanup action.

3. Construction, demolition, and development activities that are not cleanup actions (e.g., marketing of property or construction of a new non-cleanup facility), and addressing public or private drinking water supplies that have deteriorated through ordinary use.
4. Job training unrelated to performing a specific cleanup at a site covered by a loan or subgrant.
5. To pay a penalty or fine.
6. To pay a federal cost-share requirement (for example, a cost-share required by another Federal grant) unless there is specific statutory authority.
7. To pay for a response cost at a brownfields site for which the recipient of the grant or loan is potentially liable under CERCLA §107.
8. To pay a cost of compliance with any federal law, excluding the cost of compliance with laws applicable to the cleanup.
9. Unallowable costs (e.g., lobbying and fund raising) under applicable OMB Circulars.
10. Preparation of applications for Brownfields grants and subgrants.
11. Record retention required under 40 CFR 30.53 and 40 CFR 31.42.
12. Record-keeping associated with supplies and equipment purchases required under 40 CFR 30.33, 30.34, and 30.35 and 40 CFR 31.32 and 31.33.
13. Preparing revisions and changes in the budgets, scopes of work, program plans and other activities required under 40 CFR 30.25 and 40 CFR 31.30.
14. Administrative costs.
15. Preparation of applications for loans and loan agreements.
16. Maintaining and operating financial management and personnel systems.
17. Facility costs such as depreciation, utilities, and rent on the borrower's administrative offices.
18. Supplies and equipment not used directly for cleanup at the site.

Additional information concerning eligible activities can be found in Chapter 3 of the EPA Revolving Loan Fund Administrative Manual.

APPENDIX B

This appendix outlines the information that the Coalition might request from an applicant when an applicant applies for RLF funding. As shown below, considerable information may be required in the application to evaluate the project and the applicant's financial stability. The following are typical requirements of a loan application:

- Loan application (signed and dated)
- Comprehensive Written Business Plan
- Personal Financial Statement (signed and dated)
- Personal Federal Tax Returns (3 years)
- Authorization to Release Information to WFBCB
- Historical Balance Sheets (3 years or life of the business, whichever is less)
- Historical Profit & Loss Statements (3 years or life of the business, whichever is less)
- Business Federal Income Tax Returns (3 years or life of the business, whichever is less)
- Current Business Balance Sheet (within 30 days); (signed and dated)
- Current Business Profit & Loss Statement (within 30 days); (signed and dated)
- Monthly Projected Cash Flow Statement (1 year)
- Projected Income Statements (2 years)
- Credit report (current) will be secured
- Resumes of Key Personnel
- Description of collateral for the loan.
- Proposed use of funds
- Information necessary to determine the extent and severity of site's contamination problem.
- A cleanup plan, if available.

Additional information that may be required if applicable to the project could include:

- Corporate Documents (By-Laws, Articles of Incorporation, Certificate of Existence, Certificate of Good Standing, etc.)
- Guarantors Loan Application

- Appraisal or Valuation of Land and/or Building(s) will be required for land and building(s) offered as collateral and the appraisal of valuation must be less than six months old. This requirement may be waived if the applicant can verify the value of the land and/or the building(s) in some other form acceptable and approved by the WFBCB. An alternative may be a real estate valuation by a qualified person or tax assessed value.
- Lease Agreement(s) will be required for projects leasing property for the business. In addition, copies of lease arrangements are necessary if the applicant is or will be receiving lease income on property involved in the project.
- Buy/Sell Agreement(s) will be required if the project includes the purchase of property, any existing business, or any other fixed asset that may be used as collateral.
- Inventory List, if floor plan financing is involved (list the amount owed on each item).
- Copies of Valid Bids for Construction projects.
- Written Cost Estimates for Machinery, Equipment, Furnishings & Fixtures Purchases
- Commitment letter from Bank or Other Lender
- Relevant Business Licenses
- Bonding Information
- Verification of Hazard Insurance
- Verification of Life Insurance
- Vehicle Title(s)