

## Application

# Wasatch Brownfields Coalition - Revolving Loan Fund

---



Dear Applicant,

Thank you for your interest in applying for a brownfields loan offered by the Wasatch Brownfields Coalition. The Coalition operates a Brownfields Revolving Loan Fund (RLF) using funds received from the United States Environmental Protection Agency. The purpose of this fund is to provide loans and subgrants to finance environmental cleanup at local sites that have been identified as environmentally contaminated.

The RLF program is designed to make the loan process easy to navigate and complete. Due to the nature of the revolving fund, we encourage applicants to work closely with the Coalition during the loan application process. Included in these application materials, the loan guide lists all requirements necessary to apply for a loan. We thank you for your interest in working with the Coalition to rehabilitate contaminated brownfield sites along the Wasatch Front.

Sincerely,

Blake Thomas  
*RLF Program Manager*



Regional Economic & Business Development  
2001 South State Street, Suite S-2100  
P.O. Box 144575, Salt Lake City, Utah 84114-4575  
(385) 468-4887

## **ENVIRONMENTAL REMEDIATION LOAN CRITERIA**

---

The Wasatch Brownfields Coalition is comprised of Salt Lake County, Ogden City, and the Redevelopment Agency of Salt Lake City (the “Coalition Partners”). The Coalition operates a Revolving Loan Fund (RLF), established through funding from the U.S. Environmental Protection Agency (EPA). The RLF facilitates the cleanup and redevelopment of eligible brownfield sites. The Coalition will issue low-interest loans for the remediation of environmentally-contaminated properties, with up to 100% funding for cleanup actions associated with the removal, mitigation, or prevention of the release of a hazardous substance, pollutant, or contaminant.

All cleanup and remediation activities must occur in accordance with cleanup agreements between the applicant and the Utah Department of Environmental Quality and Remediation (UDEQ), unless otherwise approved by the Coalition. Salt Lake County will act as the primary loan fund manager and provide project oversight as supported by the Coalition Partners. Loans are subject to site eligibility, borrower qualifications, and fund availability.

### **Eligible Properties:**

1. Sites 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.” Possible toxins can include petroleum contamination, asbestos, lead-based paint, mine-scarred lands, and hazardous substances.
2. Brownfield sites must be located within the jurisdictional boundaries of Salt Lake County, the Redevelopment Agency of Salt Lake City, or Ogden City.
3. Brownfield sites must meet EPA eligibility requirements.
4. Brownfield sites must meet eligibility requirements for the applicable UDEQ/local health department (LHD) oversight program. Contact a Coalition representative for additional details.
5. Sites should be sufficiently characterized to effectively evaluate cleanup alternatives (this is generally beyond Phase II level of sampling). RLF funds cannot be used to characterize sites.
6. All property taxes and special assessments must be paid and current for the brownfield site.
7. Preference will be given to brownfield sites located near transit with active redevelopment plans.

### **Funds may not be used at 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, and 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 U.S. government for an Indian tribe.*

4. *A site excluded from the definition of a brownfield site for which EPA has not made a property-specific funding determination.*
5. *A site deemed ineligible for funding by the EPA.*

**Eligible Applicants:**

1. The applicant can be a public, non-profit, or private entity with sole ownership and control over the brownfield site.
2. The applicant must have income adequate to repay any approved loan funding.
3. The applicant's credit history must demonstrate prompt payment of past obligations.
4. The applicant must not have any outstanding judgments or liens.
5. The applicant cannot have defaulted or be 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 Utah.
6. The applicant cannot be a potentially responsible party. This includes liability under CERCLA §107 for being a generator, arranger, or a transporter of hazardous materials to the brownfield site.
7. The applicant must certify that it is not currently, nor has ever been, subject to any penalty resulting from environmental noncompliance at the brownfield site.
8. The applicant must be acceptable to the EPA and cannot have been suspended, debarred, or otherwise declared ineligible by the federal government.
9. The applicant must comply with all applicable federal and state law, including Davis-Bacon and Equal Employment Opportunity requirements.
10. The Coalition may not discriminate against any applicant on an unlawful basis.

**Eligible Uses of Loan Funds:** *(Note: All cleanup activities must be overseen by applicable DERR/LHD program.)*

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. Overseeing cleanup activities.
3. Installing fences, warning signs, or other security or site control precautions.
4. Purchasing environmental insurance.
5. Stabilizing berms, dikes, or impoundments; or drainage or closing of lagoons.
6. Installing drainage controls and capping contaminated soils.
7. Using chemicals and other materials to treat, stabilize, or consume contaminants, retard the spread of the release, or otherwise mitigate its effects.
8. Excavating, consolidating, or removing contaminated soils.
9. Removing drums, barrels, tanks, or other bulk containers that contain or may contain hazardous substances, pollutants, or contaminants, including petroleum.
10. Removing source materials, including free product recovery.
11. Containing, treating, or disposing hazardous materials and petroleum products related to the cleanup.
12. Site monitoring activities, including sampling and analysis that are reasonable and necessary during the cleanup process.
13. Sampling related to designing and implementing cleanup plans.

14. Confirmation sampling to determine the cleanup effectiveness.
15. Costs associated with documenting the Analysis of Brownfields Cleanup Alternatives.
16. Expenses for site cleanup activities under CERCLA §104(k)(3)(A)(ii).
17. Demolition related directly to cleanup activities (ex: demolishing a building to remove contamination under that building).

**Funds may not be used for the following activities:**

*Pre-cleanup assessments (Phase I/II), administrative fees, fines, demolition unrelated to cleanup, redevelopment, and other non-remediation costs. Please contact the Coalition for more details.*

**Terms of Loans:**

1. Subject to funding availability, the loan amount for one property may cover up to 100% of eligible costs.
2. The minimum loan amount is \$10,000 and the maximum loan amount is \$500,000.
3. The loan cannot exceed 95% of the appraised value of the property when combined with prior debt secured by the property.
4. Loans are based on fixed price bids.
5. Loans are amortized for a maximum period of seven years.
6. The standard interest rate is as follows, with a default rate of 14%:
  - 0-3 years: 0%
  - 4-5 years: 1%
  - 6-7 years: 2%
  - 8-10 years: 3%. Interest accrues upon first draw.
7. Loan payments are due the 1<sup>st</sup> 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 after the 16<sup>th</sup> day of each month.
8. All remediation activities must occur under a state-administered cleanup program, in most cases the Voluntary Cleanup Program administered by DERR.
9. Each project will have an appropriate deadline by which cleanup must be completed.
10. Loans must have safeguards that satisfactorily assure repayment and meet underwriting criteria.
11. Any person listed as a borrower must provide a personal guaranty which guarantees full and unconditional completion of the proposed improvements and loan repayment.
12. Loans may be prepaid in whole or in part at any time without penalty.
13. Loans made under this program are nonassumable and due in full upon sale of the property.
14. The applicant must pay a loan application fee of 0.5% of the loan amount or \$500, whichever is greater, per application. The fee is nonrefundable and covers expenses like appraisals, credit reports, title searches, etc.
15. The applicant must pay a loan origination fee of 2% of the loan amount or \$1,000, whichever is greater, to cover legal and closing costs related to document filing, underwriting, recording, and other associated expenses.
16. The borrower must pay a \$25 service fee each month to cover basic ongoing loan management expenses.
17. Generally, the borrower must contribute at least 20% of the loan amount in the project as a cost-share requirement (note: redevelopment costs are ineligible). The Coalition will

determine the amount of the borrower's required contribution and how the borrower may make the contribution. The standard method to ensure that the borrower or subgrantee meets its cost-share obligation is to loan or subgrant only a percentage of the total cleanup cost. All out-of-pocket DERR fees and loan application/origination fees are applied towards the borrower's cost-share requirement.

18. The Coalition reserves the right to impose additional fees or to adjust any of the outlined loan terms (such as the interest rate and repayment period) on a case-by-case basis.

### **Collateral:**

Loans may be secured by property with a standard form Trust Deed in either first or second position. The Coalition may consider third position in exceptional circumstances. The Coalition's collateral position may only be subordinated and made inferior to a lien securing another loan made in connection with the proposed project. The Coalition loan, when combined with prior debt secured by the property, cannot exceed 95% of the property's appraised value.

A commercial appraisal from an independent and licensed appraiser is required for all collateralized property, except in the case where there is no outstanding debt on the property and the current year's taxable County-assessed value is adequate to meet an 80% loan-to-value ratio. 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 loan 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 a first or second trust deed priority on property located in Salt Lake County or Ogden City (of Weber County) which, when combined with prior debt secured by the property, meets the 95% loan-to-value ratio requirement.
- Pledge Account. Borrower enters into an agreement to pledge an approved account for the term of the loan. The Coalition will require written consent for all fund withdrawals. Approved types of pledge accounts include certificates of deposit and savings accounts.

### **Contractor Selection:**

The Coalition requires each borrower to select an environmental cleanup contractor using a competitive process. The borrower must submit documentation to the Coalition showing that the borrower publicly advertised the cleanup project and obtained a quote from at least three contractors. The borrower must also submit a brief statement outlining the criteria it used to select its contractor and must explain why its contractor was the best choice. The Coalition is entitled to reject borrower's application if the Coalition finds that borrower's contractor lacks the necessary qualifications or experience to conduct successful cleanup.

### **Quality Assurance Project Plan:**

If the project requires confirmation sampling, the borrower or subgrantee must prepare, and the EPA must approve, a Quality Assurance Project Plan.

**Subgrants:**

The Coalition may at its discretion issue subgrants for remediation activities. To be eligible for a subgrant, the applicant must be an eligible entity as defined under CERCLA § 104(k)(1) or a nonprofit organization as defined in Section 4(6) of the Federal Financial Assistance Management Improvement Act of 1999 and must own the property at the time the subgrant is awarded. Subgrants are limited to \$200,000 per site.

**Exceptions to Loan Criteria:**

The Coalition Board, by a majority vote, may waive any requirement or make exception to the any of the foregoing criteria and procedures with a finding that the waiver or exception will further the program's goals. Coalition staff will prepare a written statement regarding the waiver or exception and must place the original statement and a copy of the Board minutes in the loan file.

**Loan Document Confidentiality:**

Any documents or records submitted to the Coalition may be subject to disclosure pursuant to the Governmental Records Access and Management Act, U.C.A. §63-2-101. If the Applicant believes the information provided to the Coalition constitutes trade secrets or confidential commercial information, it must provide a written claim of business confidentiality and a concise statement of the reasons supporting the claim of business confidentiality in letter form. You may use the letter below as a template for such claim of confidentiality.

**SAMPLE LETTER**

Re: Business Confidentiality Claim

Ladies and Gentlemen:

The undersigned intends to enter into negotiations with the Wasatch Brownfields Coalition regarding a possible business transaction (the "Transaction"). The undersigned may be required to disclose certain confidential business information to the Coalition as part of the Transaction, including, without limitation, tax returns, financial statements, business or project plans and similar materials. Because the Coalition is composed of governmental agencies that may be subject to the provisions of the Utah Government Records Access and Management Act, Utah Code Ann. §63-2-101, et seq. ("GRAMA"), information received by the Coalition may be subject to public disclosure.

This letter is sent pursuant to Utah Code Ann. §63-2-305 and notifies the Coalition that the undersigned considers the information accompanying this cover letter to be protected records pursuant to Utah Code Ann. §63-2-304 (1) and (2). The undersigned considers this information to be confidential to the undersigned's business operations and a trade secret and the undersigned would consider disclosure of this information to potentially result in unfair competitive injury to the undersigned. Therefore, the undersigned requests that the Coalition maintain such information in a confidential nature and that the Coalition not disclose such information pursuant to GRAMA or otherwise.

## PROCESS AND PROCEDURES

---

### **Loan Approval Process:**

1. Submit complete application as detailed in the Loan Guide document.
2. All loans are subject to underwriting and availability of funds.
3. The RLF Manager reviews each loan application for completeness within 30 days of receiving the application. If the application is not complete, the RLF Manager notifies the Applicant and describes the application's deficiencies. The Applicant then has the opportunity to remedy the deficiencies.
4. If the RLF Manager determines that the application is complete, the RLF Manager then has 30 days to 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 report to either approve or deny the application.

### **Disbursement Procedure:**

1. Borrower must submit disbursement requests using a disbursement request form. The disbursement request form must be accompanied by an Eligible Expenses Tracking Sheet and copies of invoices for the completed work. If applicable, copies of inspection reports prepared by the Department of Building and Housing Services should be provided.
2. A representative of the Coalition may inspect the property to verify the work described in the submitted invoices.
3. Borrower is responsible for obtaining executed lien waivers from the contractor or materialmen when payment is made and to deliver the lien waivers to the Coalition for its file.

### **Coalition Oversight of Projects and Loans:**

1. The Coalition must approve all project specifications.
2. All projects will have an appropriate deadline by which cleanup must be completed.
3. The Coalition verifies that each loan is serviced in accordance with normal procedures used in prudent loan servicing.
4. All loans must have sufficient controls to protect the Coalition's interest in the property, including but not limited to release of lien claims concurrent with payment.

5. The Coalition may require proof of liability, property, and/or flood insurance within the loan agreement. If required, proof of insurance must be provided in advance of closing and must be updated annually until loan is repaid in full.
6. Borrower must provide to the Coalition a copy of the contractor's business license and appropriate insurance certificates.

## BROWNFIELDS LOAN GUIDE

---

The Brownfields Loan Guide provides a comprehensive list of items that are required to apply for a loan from the Coalition. The Coalition may request additional items during the application process. Please review the list of items.

As you submit each item, mark the last column with a corresponding date. The RLF program manager will work with you to answer any questions and facilitate the loan process.

List of Items	Applicant/Form Provided	Date Submitted
<b>Financial Documents:</b>		
Last three years of signed IRS filings for each owner and loan guarantor	Applicant Provides	
Last three years of signed business IRS filings (if applicable)	Applicant Provides	
Last three years of balance sheets (if applicable)	Applicant Provides	
Last three years of profit and loss statements (if applicable)	Applicant Provides	
Signed personal financial statements for each owner and loan guarantor	Applicant Provides	
Verification of Deposits (if applicable)	Applicant Provides	
Verification of Mortgage or Trust Deeds	Applicant Provides	
Verification of other financing sources (Letter of Commitment, etc.)	Applicant Provides	
List of Business Obligations	Form Provided	
Other items:		
<b>Business/Applicant Information:</b>		
Applicant & Property Information form	Form Provided	
Article of Incorporation, Business License, etc.	Applicant Provides	
Borrower Eligibility Information form	Form Provided	
Environmental Compliance History	Applicant Provides	
Other items:		
<b>Collateral Information:</b>		
Appraisal Report	Applicant Provides	
Preliminary Title Report	Applicant Provides	
Letter of Intent from an Approved Financial Institution—If standby letter of credit is the proposed collateral	Applicant Provides	
Authorized Statement of Account—If Pledge Account is proposed collateral	Applicant Provides	
Other items:		

List of Items	Applicant/Form Provided	Date Submitted
<b>Remediation/Assessment Documents:</b>		
Executive Summary of project, including project timeline	Applicant Provides	
Site Eligibility Information form	Form Provided	
Phase I and Phase II Environmental Site Assessment—If completed	Applicant Provides	
Documentation showing that the borrower publicly advertised the cleanup project work and obtained a quote from at least three environmental cleanup contractors	Applicant Provides	
Draft copy of the contract between the borrower and the contractor to be executed	Applicant Provides	
Description of site assessment/remediation activities including corrective action plan (Attachment A herein)	Form Provided	
Property Reuse Plan (Attachment B herein)	Form Provided	
Detailed cost breakdown of the site assessment/remediation activities (Attachment C herein)	Form Provided	
Copy of UDEQ Voluntary Cleanup Program Application	Applicant Provides	
Other items:		
<b>Loan Documents Required After Approval for Closing:</b>		
Representations and Agreements of Applicant	Form Provided	
Liability Insurance—Agency named as additional insured (if applicable)	Applicant Provides	
Property Insurance—Agency named as loss payee (if applicable)	Applicant Provides	
Flood Insurance—100 year flood plain (if applicable)	Applicant Provides	
Worker Compensation Insurance	Applicant Provides	
Letter of Confidentiality (if applicable)	Applicant Provides	
A copy of the executed contract between the Borrower and the contractor	Applicant Provides	
A copy of the contractor's business license, certifications, and appropriate insurance certificates	Applicant Provides	
Other items:		
<b>Fees:</b>		
Loan Application Fee—0.5% of loan amount or \$500, whichever is more	Applicant Provides	
Other items:		

## APPLICANT AND PROPERTY INFORMATION

<b>LOAN REQUEST:</b>			
Loan Amount Requested: \$			
Estimated amount for hazardous substances: \$		Estimated amount for petroleum: \$	
<b>APPLICANT INFORMATION:</b>			
Name of Entity:		Entity Owns Property: Yes <input type="checkbox"/> No <input type="checkbox"/>	
Phone:	Employer Identification Number:		
Current Business Address:			
City:	State:		ZIP Code:
Legal Structure (check one): <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> LLC <input type="checkbox"/> Corporation <input type="checkbox"/> Government Agency <input type="checkbox"/> Nonprofit <input type="checkbox"/> Other			
Name of Entity Owner(s):	Title:	Percentage of Ownership:	
<b>DESCRIPTION OF PROPERTY:</b>			
Address of Property:			
City:	State:		ZIP Code:
Date Purchased:			
Total Acreage:	Total Square Footage:		Property is Vacant (check box): <input type="checkbox"/>
Parcel Number(s):		Current Zoning:	
Enrolled in VCP: Yes <input type="checkbox"/> No <input type="checkbox"/>	Enrollment ID#:		Date of Enrollment:
<b>SOURCE OF MATCHING FUNDS:</b>			
Source:	Amount Requested:	Date of Request:	Amount Approved:
	\$		\$
	\$		\$
	\$		\$
	\$		\$
<input type="checkbox"/> Provide documentation (Letter of Commitment, etc.) demonstrating that funds have been requested			
<b>EXISTING DEBT SECURED BY THE PROPERTY:</b>			
Lender:	Original Amount:	Unpaid Balance:	Maturity:
	\$	\$	
	\$	\$	
	\$	\$	
Total:	\$	\$	
<b>ATTACHMENTS:</b>			
<b>Attachment A:</b> A description of proposed assessment work or documentation of existing assessment work to date. Please include the corrective action plan for the property.			
<b>Attachment B:</b> A plan defining the intended reuse of the property.			
<b>Attachment C:</b> A detailed cost breakdown of the Assessment / Remediation activities for the property on bids from qualified contractors.			

Attachment A

Assessment Work/Corrective Action Plan:

Attachment B

Property Reuse Plan:

Attachment C

Cost Breakdown Assessment/Remediation Activities:

## BORROWER ELIGIBILITY INFORMATION

---

The following questions help to determine whether an applicant is eligible to receive a brownfields loan or subgrant. If you feel you must provide an explanation for an answer, please provide it on a separate page.

Have you ever been convicted of a felony or misdemeanor involving the regulation of hazardous materials?  Yes  
 No

Have you ever been convicted of a felony or misdemeanor involving moral turpitude, including, but not limited to, fraud, bribery, falsifying records, perjury, forgery, conspiracy, profiteering, or money laundering?  Yes  
 No

Are you in violation of an administrative order or agreement issued by or entered into with any federal, state, or local agency that requires response action at a site or a judicial order or consent decree that required response action at a site?  Yes  
 No

Are you currently, or have you ever been, subject to any penalties resulting from environmental noncompliance at the site?  Yes  
 No

Are you currently, or have you ever been, a generator or transporter of contamination at the site?  Yes  
 No

Have you been suspended, debarred, or otherwise declared ineligible for funding or grants under any federal government program?  Yes  
 No

Have you ever declared bankruptcy?  Yes  
 No

Are you party to any claim or lawsuit?  Yes  
 No

Do you own the property?  Yes  
 No

Do you have access to the property?  Yes  
 No

Are you a potentially responsible party under CERCLA §107?  Yes  
 No

## SITE ELIGIBILITY INFORMATION

---

Project Name \_\_\_\_\_

Street Address \_\_\_\_\_

Describe the property's current use (commercial, residential, abandoned, unimproved, etc.):

Provide a brief history of the site's past uses:

Describe any previous environmental contamination on the site that has been remediated (including the removal of underground storage tanks):

Disclose what information specific to the site leads you to believe that environmental contamination exists and needs remediation. (When applicable, include information about conducting All Appropriate Inquiries.)

Name of Environmental Consultant \_\_\_\_\_

Contact Person \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Email \_\_\_\_\_

Is the site listed on a state or federal list of hazardous or contaminated sites?  Yes  No

If yes, disclose the list and contamination:

Is removal of the hazardous material required to be taken within six months?  Yes  No

Is a federal or state agency currently planning or conducting a response or enforcement action at the subject property?  Yes  No

Is there a water source on the site or within 100 feet of the site boundaries (e.g. pond, stream, wetland)?  Yes  No

If yes, describe the water source:

Is the site within a flood hazard area?  Yes  No

Has any government agency notified you of any pollution or safety violations, citations, or enforcement actions at this or any other location?  Yes  No

If yes, provide the following information;

Date of Order \_\_\_\_\_

Agency Name \_\_\_\_\_

Agency Contact \_\_\_\_\_

Telephone Number \_\_\_\_\_ Email Address \_\_\_\_\_

What was the resolution of the action?

Is any litigation pending or threatened, or which could affect your ability to complete the project?  Yes  No

If yes, disclose the nature of the litigation:

### LIST OF BUSINESS OBLIGATIONS

---

As of \_\_\_\_\_

<b>Creditor</b>	<b>Original Date</b>	<b>Original Amount</b>	<b>Present Balance</b>	<b>Interest Rate</b>	<b>Monthly Payment</b>	<b>Maturity Date</b>	<b>Collateral</b>	<b>Status (C or D)</b>

**Signature:** \_\_\_\_\_

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

**Signature:** \_\_\_\_\_

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

## APPLICANT REPRESENTATIONS AND AGREEMENTS

---

### Applicant further represents and agrees as follows:

- The proceeds from the loan, when made by the Coalition, will be used by Applicant for only the work and materials to complete the work to meet code standards.
- If the loan is granted and Applicant thereafter decides to sell, lease, or rent the real property described in this application, Applicant will not discriminate on the basis of race, color, creed, sex, handicap, or national origin in the sale, lease, rental, use, or occupancy of the property.
- If either Applicant or the Coalition determines that the loan proceeds will not or cannot be used for the purposes described herein, Applicant will immediately repay the loan, and all accrued interest thereon, in full. Applicant acknowledges that Applicant has no further interest, right, or claim to any repaid loan proceeds or against the Coalition.
- The Coalition is entitled to confirm or verify any of the information contained in this Application from any source. The Coalition reserves the right to request additional information, if necessary, to process this application.
- The Application is subject to the Program Policies and Procedures. The Loan Agreement, and not this Application, signed by both the Coalition and Applicant will state the terms and conditions of the agreement between the Coalition and the Applicant.
- This Application, and any loan from the Coalition to Applicant, are subject to any loan criteria, policies, and procedures in effect regarding the RLF Program.
- The Coalition has made no representation or warranty with respect to the compliance of the Project with applicable zoning and use regulations or the ability of Applicant to obtain any necessary governmental approvals and permits. The Coalition's approval of this Application does not constitute the agreement of the Coalition to assist Applicant in obtaining any of the foregoing.
- Applicant certifies that all information in this Application, and all information furnished in support of this Application, is true and correct and is given for the sole purpose of obtaining a loan from the Coalition. Applicant fully understands that it is a federal crime punishable by fine or imprisonment or both to knowingly make any false statements concerning any of the above facts, as applicable under the provisions of Title 18, United States Code, Section 101. Applicant gives permission for any authorized representative of the Coalition to verify any statement made by Applicant.
- The undersigned hereby authorizes the Coalition to make whatever inquiries, including obtaining Credit Bureau reports, about the Applicant that the Coalition deems necessary and appropriate for the purpose of evaluating a potential transaction involving the Coalition and the Applicant.

Signature of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Co-Applicant, if applicable: \_\_\_\_\_ Date: \_\_\_\_\_

Penalty or False or Misleading Statement's Section 76-6-517, Utah Code Annotated 1953, as amended, provides: (1) Any person who knowingly makes a materially false or misleading written statement to obtain property or credit for himself or another, is guilty of making a false credit report. (2) Making a false credit report is a class "a" misdemeanor...and may be punished by a fine of \$1,000 or imprisonment for a term not exceeding one year upon conviction.

## Wasatch Brownfields Coalition

### CONSENT TO PUBLICATION FORM

As a participant in the Wasatch Brownfields Coalition Revolving Loan Fund Program, the undersigned agrees to the following conditions:

1. The undersigned agrees that the challenges and successes of this project may be discussed at any local, state, or national meetings or conferences.
2. The undersigned agrees that this project may be publicized through various media, including brochures, web pages, news articles, and press events. These media may include photos of the project site.
3. The undersigned agrees that the Utah Division of Environmental Quality (UDEQ) may provide all information about this project to the Salt Lake County Office of Regional Development (ORD) and the relevant jurisdictions.

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

Entity Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

## SURVEY QUESTIONS

---

The following questions are intended to help us improve our application process. Please indicate your agreement/disagreement with the following statements. Your responses will not impact the evaluation of your application in any way.

**1: Strongly Disagree 2: Disagree 3: Neither Agree nor Disagree 4: Agree 5: Strongly Agree**

1. The application was easy to find.

1  2  3  4  5

2. The application instructions were clear.

1  2  3  4  5

3. The application questions were easily understood.

1  2  3  4  5

4. I was able to receive the assistance I needed from the Coalition to complete the application.

1  2  3  4  5

5. I had adequate information to prepare the application.

1  2  3  4  5

6. Given program requirements, the application process was reasonable.

1  2  3  4  5

7. What would make the application process smoother?