

City of Goshen
Brownfield Revolving Loan Fund Program



POLICY & PROCEDURE MANUAL

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Effective Date: 3/18/2019

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SECTION 1. GENERAL PROVISIONS

1.1 PURPOSE

The United States Environmental Protection Agency (“U.S. E.P.A.”) awarded \$1,000,000 to the City for the purpose of capitalizing a Brownfield Cleanup Revolving Loan Fund (“BRLF”). The purpose of the policies and procedures contained within this Policy & Procedure Manual (“Manual”) is to establish and define the criteria that governs the administration of the BRLF and the activities assisted with funds made available through the City of Goshen BRLF program with loans and grants available to offer financial assistance to both for-profit and not-for-profit organizations with the assessment and cleanup of Brownfield properties.

The U.S. E.P.A. defines a brownfield as “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”.

Oversight for this program will be provided by the Goshen Board of Public Works & Safety with application-specific recommendations provided by a BRLF Advisory Committee and administrative responsibilities being completed by the Department of Community Development staff.

1.2 OBJECTIVES

The City of Goshen (“City”) seeks to promote and assist sustainable community and economic development projects within its corporate boundaries. The City will administer a BRLF program in order to meet the following objectives:

- 1) To facilitate the assessment, remediation, redevelopment, and/or reuse of Brownfield properties that benefit the Goshen community (e.g. increased tax revenues, reduced human exposure to pollutants, reduced pollution in the watersheds/streams, and blight reductions).
- 2) To encourage the creation and retention of permanent, family-sustaining jobs by the end users of redeveloped Brownfield properties.
- 3) To encourage new private investment in the City in the form of real property improvements, and fixed asset and working capital investments.
- 4) To facilitate the creation of private/public partnerships.
- 5) To support a positive and proactive business climate that encourages the retention and expansion of existing businesses within the City and that helps to attract desirable new businesses.
- 6) To balance the interests of encouraging business development and facilitating reinvestment in the City, while also providing for the recapitalization and growth of the BRLF.

1.3 AMENDMENTS

The City may, from time to time, amend the policies and procedures contained within this BRLF Policy & Procedure Manual by recommendation of the BRLF Advisory Committee and approval by the Goshen Board of Public Works & Safety.

SECTION 2. ADMINISTRATION

2.1 COMPLIANCE WITH AGREEMENT

The City shall operate its BRLF program in compliance with a certain Closeout Agreement (Cooperative Agreement BF00E00928-2) entered into between the City and the U.S. E.P.A. (“Closeout Agreement”). All provisions of this Manual must be interpreted as consistent with the Closeout Agreement. In the event that a provision found in this Manual conflicts with the Closeout Agreement, the terms of the Closeout Agreement shall apply.

2.2 INTEREST BEARING ACCOUNT

The City shall maintain all BRLF funds in an interest bearing account. All Program Income shall be returned to such account upon receipt by the City. “Program Income” shall include principal repayments of loans, interest earned on outstanding BRLF loan principal, interest earned on accounts holding BRLF funds not needed for immediate lending, all subgrant fees and subgrant-related charges received from applicants, and other money generated from BRLF program operations, including proceeds from the sale, collection, or liquidations of assets acquired through defaults on loans.

2.3 USES OF BRLF FUNDS

BRLF Program Income shall be deposited in the BRLF account and used in a manner consistent with the BRLF program and the Closeout Agreement, namely for subgrants and loans to fund the following activities that must relate to Brownfield sites located within the jurisdiction of the City of Goshen:

1. Clean-up of Brownfields sites;
2. Phase I Environmental Site Assessments performed in accordance with EPA All Appropriate Inquiries Final Rule or ASTM E527-13 (or the most current version);
3. Phase II Environmental Site Assessments and clean-up planning activities;
4. Area-wide planning for brownfield-impacted neighborhoods and corridors;
5. Remedial action and cleanup activities necessary to protect human health and the environment in connection with the redevelopment of Brownfield properties;
6. Programmatic costs to manage and oversee the work being performed;
7. Outreach, and community engagement; and
8. Eligible costs and expenses incurred by the City in the maintenance of the BRLF Program.

All activities for which BRLF funds are used must be deemed eligible by the U.S. E.P.A. The City will administer and utilize BRLF funds pursuant to all applicable provisions of any proposed remedial action as selected and developed consistent with IDEM’s RISC and Voluntary Remediation Program criteria.

2.4 ADVISORY COMMITTEE

1. City administration shall establish a BRLF Advisory Committee (“Advisory Committee”) to review all final requests for BRLF funds. The Advisory Committee shall be comprised of three (3) members as described below. Members of the Advisory Committee shall be designated as following:
 - a. The City of Goshen Redevelopment Program Manager shall be a permanent member of the Advisory Committee; and
 - b. The City of Goshen Mayor shall annually appoint two (2) members to the Advisory Committee. One (1) of the members appointed by the Mayor must work at a financial institution within the City of Goshen, or be retired and worked at a financial institution during his or her career.
2. The Advisory Committee shall have the authority to make recommendations to the Goshen Board of Public Works and Safety for the administration of the BRLF program.
3. The Committee shall review applications and make recommendations to the Goshen Board of Public Works and Safety relative to subgrants or loans of the BRLF funds.
4. The Redevelopment Program Manager, or designee, shall be responsible for marketing the BRLF program to potential applicants, explaining the BRLF program, and providing written informational materials.
5. The Advisory Committee shall meet on an as-needed basis to review completed BRLF applications and make recommendations to the Goshen Board of Public Works and Safety regarding the funding of BRLF funding requests. The Redevelopment Program Manager shall, by electronic mail, message, or similar method, give prior notice to all Advisory Committee members of each BRLF Committee meeting and provide all required public meeting notices. A majority of the Advisory Committee members shall constitute a quorum necessary for an official meeting, and a vote of the majority of Advisory Committee members in attendance at a meeting shall be required to approve action of the Advisory Committee.

2.5 RECORDS

Written records shall be maintained in appropriate files located in a secure place with access limited to authorized personnel. The City personnel will comply with all Federal, State and municipal open records laws. The City Redevelopment Department will prepare financial reports for the BRLF program and distribute the reports to the City Council, Goshen Board of Public Works and Safety and Advisory Committee.

SECTION 3. ELIGIBILITY CONSIDERATIONS

3.1 ELIGIBLE PROPERTY

BRLF funds must be used on projects directly related to real property located within the corporate boundaries of the City of Goshen, Indiana. To be eligible for BRLF funds, the real property must meet the definition of “Brownfield” found in CERCLA 101 (39). *See* 42 U.S.C. §9601 (39).

3.2 MINIMUM REQUIREMENTS FOR ELIGIBLE APPLICANTS

1. An Application may be submitted by an applicant that owns, leases, or has a purchase agreement in place with necessary access agreements for a Brownfield property, and who desires to assess and/or remediate a Brownfield property.

2. Applicants must not be a responsible party, as determined in accordance with federal and state statutes, for any contamination located on the Brownfield property sought to be improved with BRLF funds, and must meet the eligibility requirements established by the U.S. E.P.A., and as defined in the Application.
3. No member of the Advisory Committee or any other official, employee, or agent of the City who exercises decision-making functions or responsibilities in connection with the implementation of the BRLF program is eligible for financial assistance under this program.
4. The applicant must show the following:
 - a. That one dollar (\$1.00) of private sector investment has been secured for every two dollars (\$2.00) of BRLF funds requested.
 - b. That the proposed project being contemplated for the Brownfield property is viable.
 - c. The overall benefit of the proposed project to the local community, and show such is consistent with the Program Objectives stated in Section 1.2.
 - d. That the project meets the definition of a “brownfield”.
5. Applicants shall comply with all applicable local, State and Federal ordinances, statutes, rules, regulations, and laws. All remediation work completed utilizing the BRLF is subject to Federal Prevailing Wages and all competitive procurement requirements.

SECTION 4. TERMS AND CONDITIONS

4.1 SUBGRANT

Subgrant terms and conditions shall be structured as follows:

1. **Subgrant Type.** The subgrant will function as either an Assessment subgrant or Remediation subgrant where subgrant disbursements are made by the City upon presentation of approved invoices and expenditures related to the project.
2. **Subgrant Amount.** The amount of funds available for any single nonprofit organization shall range from a minimum of \$1,000 to a maximum of \$100,000.
3. **Insurance Requirements.** The City shall be listed as an additional insured on all general liability and, for remediation projects, builder’s risk insurance policies while work is being completed.
4. **Application Fees.** BRLF Subgrant Program income will be made available for eligible costs and expenses incurred in the maintenance of the BRLF Program.
5. In addition, the following fees shall be assessed to all Subgrant applicants:
 - a. **Preliminary Subgrant Application Fee:** No fee is required for review of a preliminary subgrant application by City staff.
 - b. **Subgrant Application Fee:** An application fee of \$100 is required. All application fees shall be identified as BRLF Subgrant program income and deposited in the BRLF account prior to being used to finance eligible programmatic costs associated with the program.

4.2 LOAN

Loan terms and conditions shall be structured on the basis of need and ability to repay. Every loan approved and funded under the BRLF Loan Program shall contain the following minimum standards:

1. **Loan Type.** The loan funds will be released/disbursed in increments by the City upon presentation of approved invoices and expenditures related to the project undertaken by the loan applicant. Loan draws will be made on a 2 to 1 ratio as described in Section 3.3.3.
2. **Loan Amount.** The amount of funds available for any single applicant shall range from a minimum of \$15,000 to a maximum of \$500,000.
3. **Interest Rate.** The interest rate on each loan shall be determined on a case-by-case basis by the Advisory Committee, which will consider the community benefits and job creation proposed by the Application that are consistent with the BRLF program objectives as stated in Section 1.2. The interest rate shall range from a minimum of 0.00 percent to a maximum of 4 percent and be fixed for the terms of the BRLF loan.
4. **Loan Term.** The minimum BRLF loan term is one (1) year and the maximum is ten (10) years.
5. **Repayment.** Deferral of principal payments may be provided for a maximum period of one (1) year from the date of the first disbursement of BRLF funds. Interest only payments during this period shall be required.
6. **Prepayment.** There are no prepayment penalties.
7. **Collateral.** Collateral requirements shall be determined on an individual basis by the Advisory Committee and may include: mortgages on land and buildings; liens on equipment, accounts receivable, and inventory; guarantees from, or liens on the assets of, affiliated businesses; assignments of leases and rents; and assignments of key-person life insurance naming the City as a beneficiary. This collateral may be subordinated to private sector financial institutions participating in the BRLF project, if required. Unlimited personal guarantees from the principals of the business who have twenty (20) percent ownership or more may be required, except for publicly held companies. Limited personal guarantees for the owners of the business who have less than twenty (20) percent ownership may be required, where appropriate.
8. **Insurance Requirements.** The City shall be listed as an additional insured on all general liability and, for remediation projects, builder's risk insurance policies while work is being completed.
9. **Loan Fees.** The following fees shall be paid by all persons:
 - a. **Preliminary Loan Application Fee:** No fee is required for a preliminary review of a loan application by City staff.
 - b. **Loan Application Fee:** An application fee of \$100 is required. All application fees shall be identified as Program Income and deposited in the BRLF account prior to being used to finance eligible programmatic costs associated with the program.
 - c. **Loan Origination Fees:** A loan origination fee of one percent (1%) of the BRLF loan amount shall be required. The fee may be added to the principal amount of the loan and paid with BRLF funds, if requested by the applicant prior to closing. All loan origination fees shall be identified as Program Income and deposited in the BRLF account. These funds will then be used to pay for eligible programmatic costs associated with the BRLF Program.

SECTION 5. APPLICATION PROCEDURES

Persons interested in obtaining either a loan or a subgrant from the BRLF must submit a completed BRLF Application (“Application”) to the City BRLF Advisory Committee before a loan or subgrant for an appropriate project may be considered.

5.1 TIMING

Applications may be submitted at any time during the calendar year.

5.2 PRIORITY

Applications shall be reviewed in the order received and based on readiness for the proposed project to proceed, upon the stated ability of the project to meet the objectives stated in Section 1.2, and upon availability of BRLF funds.

5.3 APPLICATION

If an applicant desires to have a preliminary review completed by the City, a pre-application may be submitted prior to submission of a formal Application. The applicant will be notified whether the applicant and project appear to be eligible for an award of BRLF funds.

The Application process requires that the following information be submitted to the City for review:

- 1) Application;
- 2) A copy of any previously completed Phase I and Phase II Environmental Site Assessments (ESAs);
- 3) A description of the anticipated assessment and/or remediation activities and cost estimate (if known and/or applicable);
- 4) A written business plan for entities seeking a subgrant that includes the following:
 - a. A brief history of the existing nonprofit organization, including when it started or is to start, type of operation, legal structure, management and the community serviced by the nonprofit;
 - b. Articles of Incorporation, By-laws, and other documentation to substantiate the type and purpose of the nonprofit, and Resolution or agreement authorizing the applicant to undertake the project;
 - c. An explanation of the corporate structure for the entity requesting the subgrant, including number of years of experience with the entity, educational background and role within the business entity;
 - d. Financial statements for the past three (3) years and current interim financial statement, including balance sheets and income statements that are compiled by an independent accountant in accordance with generally accepted accounting principles, including all footnote disclosures.
- 5) A written business plan for an entity seeking a loan that includes the following:
 - a. A brief history of the existing or proposed business, including when it started or is to start, type of operation, legal structure, management, markets and products;
 - b. As appropriate or necessary, the applicant shall also provide articles of incorporation or organization; by-laws or operating agreement, and resolutions authorizing an entity to borrow money;

- c. An explanation of the corporate structure for the entity, including number of years of experience with the business, educational background and role in the proposed or existing business;
 - d. Financial statements for the past three (3) years and current interim financial statement, including balance sheets and income statements that are compiled by an independent accountant in accordance with generally accepted accounting principles, including all footnote disclosures;
 - e. Aging of accounts receivable and accounts payable corresponding with latest available financial statements; and
 - f. Financial projections for the first three (3) years of the project, including balance sheets and income statements that are prepared in accordance with generally accepted accounting principles and include a discussion of all significant assumptions. In addition, start-up businesses shall provide quarterly financial projections for the first two (2) years of the project.
- 6) A description of other considerations, including, but not limited to, economic development and community benefits of the project (e.g. job creation, housing development, pollution reduction, blight elimination).
 - 7) Letters of commitment from all financial institutions or other sources of funds for financing the project. These commitments shall be obtained prior to, or concurrently with, the consideration of the BRLF subgrant by the Advisory Committee;
 - 8) Information establishing that the proposed project complies with local, State and Federal ordinances, statutes, rules, regulations, and laws, and all other applicable local and State requirements; and
 - 9) Other documentation in the City's or the Advisory Committee's sole discretion that may help to support the Application.

5.4 REVIEW PROCESS

Specific steps in the review process include the following:

1. Application. City staff shall review the Application for completeness and verify that the proposed project meets the minimum requirements provided in Section 3.3 and is complete per Section 5.3. If the Application is not complete, staff will inform the applicant of the deficiencies as soon as practical.
2. Application Review. The Advisory Committee shall meet to review a completed Application. An application that the Advisory Committee recommends for funding shall be forwarded to the Goshen Board of Public Works & Safety for final approval. If the Goshen Board of Public Works & Safety approves an Application, the Council may impose additional requirements at its discretion prior to approval.
3. Notice of Award. If approved by the Goshen Board of Public Works & Safety, City staff shall contact the approved applicant to review and explain the subgrant terms, and issue a commitment letter
4. Rejection of Award. If the Application is not approved, City staff shall notify the applicant in writing of the reasons for rejection and offer to meet with the applicant to explore ways to strengthen the Subgrant request or to identify alternative funding sources, if requested.

Applications shall be accepted, reviewed, and considered, and subgrants granted and administered, without regard to age, race, religion, color, national origin, religion, sex or familial status, physical condition, developmental disability, or handicap.

SECTION 6. DISTRIBUTION OF FUNDS

The following documentation shall be in place or provided at the appropriate time during the term of the subgrant.

6.1 SUBGRANT PROCEDURES

1. Subgrant Commitment. The Subgrant Committee shall maintain a complete application, as documented in Section 5.4, for each eligible applicant and, if approved by the Goshen Board of Public Works & Safety, a commitment letter.
2. Subgrant Agreement. The City Attorney, or designee, shall prepare a subgrant agreement, which shall be executed by the Goshen Board of Public Works & Safety, and by the authorized representatives of the nonprofit.
3. Evidence of Procurement Procedures. Applicants approved for BRLF funds shall provide the Advisory Committee with documentation showing that all Good Faith Efforts as described in 40 CFR, Section 33.301 have been undertaken when procuring construction and/or professional services with the BRLF Subgrant. The required Six Good Faith Efforts facilitate the utilization of Small, Minority and Women Owned Business Enterprises.

CLAIM PROCESS

4. Evidence of Program Expenditures. Applicants approved for BRLF funds shall provide the Advisory Committee with documentation showing eligible BRLF subgrant expenditures prior to the release of funds. Documentation includes, but is not limited to, invoices from consultants, invoices from remediation contractors, invoices or receipts for materials and supplies. All documentation shall be reviewed and approved by City staff prior to payment of BRLF Subgrant funds to the recipient.
5. Evidence of Prevailing Wages. Applicants approved for BRLF funds shall provide the Advisory Committee with documentation showing that all remediation contractors have paid federal prevailing wages to its workers. Documentation includes completed federal payroll forms and appropriate backup for fringe benefits. All documentation shall be reviewed and approved by City staff prior to payment of BRLF Subgrant funds to the applicant.
6. Other Documentation. Applicants approved for BRLF funds shall provide the Advisory Committee with documentation to show that all required permits, licenses, and registrations have been obtained prior to the release of BRLF subgrant funds.

6.2 LOAN PROCEDURES

1. Loan Agreement. The City Attorney, or designee, shall prepare all loan agreements, promissory notes and mortgage or lien instruments, and other required documents; shall record BRLF security instruments; and counsel Advisory Committee on default matters. All documents prepared by the City Attorney shall be executed only pursuant to approval granted by the Goshen Board of Public Works & Safety, and by the authorized representatives of applicants approved by the Advisory Committee.
2. Promissory Note. A promissory note shall be prepared by the City Attorney, or designee, and signed by the authorized representatives of the business at the time of loan closing. The note shall be dated, reference the agreement between the City and the business, and specify the amount and terms of the loan funds to be delivered.

3. Security. All documents that are provided as security for BRLF loans shall be prepared by the City Attorney, or designee, and executed at the time of the loan closing. The City Attorney, or designee, shall record all security instruments, as needed, and place copies in the project file, as applicable, to include: a) mortgages, b) security agreements, c) UCC searches and filings, d) title insurance commitments and policies, e) assignments of life insurance, f) property-casualty insurance binders, g) corporate guarantees, and h) other documentation as may be appropriate.
4. Amortization Schedule. An amortization schedule shall be prepared by the City and forwarded to the loan recipient after all loan proceeds are fully disbursed.
5. Evidence of Procurement Procedures. Documentation shall be provided by the applicant to evidence that all Good Faith Efforts as described in 40 CFR, Section 33.301 have been undertaken when procuring construction and/or professional services with the BRLF Loan. The required Six Good Faith Efforts facilitate the utilization of Small, Minority and Women Owned Business Enterprises.
6. Evidence of Program Expenditures. Documentation shall be provided by the applicant to evidence BRLF Loan expenditures prior to the release of funds. Documentation includes, but is not limited to, invoices from consultants, invoices from remediation contractors, invoices or receipts for materials and supplies. All documentation shall be reviewed and approved by City staff prior to payment of BRLF Loan funds to the recipient.
7. Evidence of Prevailing Wages. Documentation shall be provided by the applicant to evidence that all remediation contractors have paid federal prevailing wages to its workers. Documentation includes completed federal payroll forms and appropriate backup for fringe benefits. All documentation shall be reviewed and approved by City staff prior to payment of BRLF Loan funds to the applicant.
8. Other Documentation. Documentation shall be provided by the applicant to evidence that all required permits, licenses, and registrations have been obtained prior to the release of BRLF funds.

SECTION 7. POST-APPROVAL OBLIGATION OF RECIPIENT

Each recipient of BRLF funds shall agree to comply with the following:

1. Not to discriminate on the basis of age, race, religion, color, handicap, sex, physical condition, developmental disability, sexual orientation or national origin in any employment or construction activity related to the use of the BRLF Subgrant funds.
2. To use BRLF funds only to pay the cost of services and materials that are deemed eligible costs by U.S. E.P.A. and that are necessary to complete the BRLF funded project or activity.
3. To permit inspections by the City or its designees of all projects and properties assisted with BRLF funds. Related project materials shall also be open to inspections which include, but may not be limited to, contracts, materials, equipment, payrolls, and conditions of employment. The recipient shall comply with requests for inspection.
4. To maintain project records required by the City to determine if the performance of the recipient of BRLF funds complies with the terms of the subgrant agreement or loan documents. Files shall be maintained as

long as the project for which the recipient of BRLF funds is active or for at least three (3) years after completion of the work for which the BRLF funds has been obtained, whichever is longer.

5. To submit the following documentation during the performance of remediation work on the Brownfield property: a) quarterly progress report within 15 days of the end of each calendar quarter, b) federal payrolls weekly during remediation work, c) evidence of outreach effort to disadvantaged minority and women owned business enterprises, and d) annual progress reports.
6. To maintain property-casualty insurance for the property financed with BRLF funds for the term of the project. The City shall be listed as a mortgagee, loss payee and/or additional insured, as appropriate, on the policy.
7. To abide by all State and Federal laws, when applicable. These include, but may not be limited to, the Civil Rights Act of 1964; the Age Discrimination Act of 1975; the Davis-Bacon Act, as amended; the Contract Work Hours and Safety Standards Act; the Copeland "Anti-Kickback" Act; and all regulations pursuant to these Acts.

SECTION 8. PERFORMANCE MONITORING

8.1 PRIVATE LEVERAGE COMMITMENTS

City staff shall monitor the use of BRLF funds and expenditures of private contribution commitments to the cost of the assessment and/or remediation.

8.2 COMMUNITY BENEFITS

City staff shall monitor the progress of each recipient of BRLF funds in achieving the promised benefits to the community, consistent with the Objectives of the BRLF Program as referenced in Section 1.2.

8.3 JOB CREATION AND RETENTION

City staff shall monitor the progress of each recipient of BRLF funds in meeting agreed upon job creation and/or retention goals. Job creation shall be documented using before-and-after project payroll records.

8.4 DEFAULT

In the event the business is in default on any of the terms and conditions of the loan agreement, the promissory note, or any other loan document, other than the failure to make a payment of principal or interest when due, all sums due and owing to the City, including the full unpaid principal balance and all unpaid accrued interest, shall, at the option of the City, become immediately due and payable. To exercise this option, the City Attorney, or designee, shall provide a written notice to the business that specifies the following: a) the default; b) the action required to cure the default; and c) a date, not less than sixty (60) days from the date of the notice, by which the default shall be cured to avoid foreclosure or other collection action.

In the event of the occurrence of a default, after which the City exercises its option to accelerate the promissory note, then interest after the date of default shall be computed at a rate to be established at the time the loan agreement is executed.

SECTION 9. SERVICING

9.1 MONITORING

A separate record for each loan and subgrant shall be kept to account for all BRLF funds. City staff shall monitor each recipient of BRLF funds to ensure compliance with loan or subgrant terms and conditions. The monitoring shall also ensure that all recordkeeping requirements are being met particularly with regard to job creation and the expenditure of any matching funds. The BRLF account shall be audited on an annual basis and City staff shall provide progress reports as required to the U.S. E.P.A. regarding the use of the Program Income.

9.2 RECORDKEEPING

A servicing file shall be established and maintained for each recipient of BRLF funds that includes the following:

1. An Application File that includes a copy of the BRLF application, financial statements, personal financial statements, business plan documents and all other supporting information submitted to the Advisory Committee, including all applicable correspondence. In addition, the file shall contain a copy of the application summary with recommended actions regarding the Application.
2. A Closing File that includes all BRLF closing documents, including, if applicable, all loan closing documents, including the note and other security instruments; closing statement; title insurance commitment and policy, if applicable; certificates of insurance, as applicable; and documentation for job creation and retention, as applicable. Copies of the closing documents shall be provided to the recipient of BRLF funds.
3. A Financial Management File that includes a register of all deposits and disbursements to and from the BRLF Subgrant, including funds used for BRLF administration.
4. "Tickler File" System shall be established and maintained to ensure that financial information, the subgrant agreement, and other documentation requirements are tracked and obtained as required.
5. A Financial Statement File that includes the periodic financial statements if required from recipients of BRLF funds.
6. A Progress Report File that includes quarterly and annual progress reports required of recipients of BRLF funds while cleanup or remediation work on the Brownfield property is being completed.
7. A Field Visit File continuing notes and reports of City staff made during periodic field visits to verify information in the progress report. A summary of each site visit will be placed in the permanent file, including any information that can assist in rating the Objectives of Section 1.2.