Georgia Environmental Finance Authority

Water Loan Policies

1. PURPOSE

The Georgia Environmental Finance Authority (GEFA) provides affordable financing to local governments throughout Georgia to develop environmental infrastructure that protects public health, preserves natural resources, and promotes economic development. GEFA sustains this mission through effective, efficient, and prudent management of these public resources.

2. APPLICABILITY

Loan program policies govern the use of funds managed within the:

- Georgia Fund,
- Georgia Reservoir Fund,
- Clean Water State Revolving Fund (CWSRF), and
- Drinking Water State Revolving Fund (DWSRF).

3. SUB-PROGRAMS

Georgia Fund

- ***Emergency Loan Program*** – The GEFA executive director has the authority to approve emergency loans to assist communities with financing improvements that are necessary to eliminate actual or potential public health hazards. Emergency loans are ratified at the next scheduled GEFA board meeting. The applicant must determine and document the emergency nature of the project and apply O.C.G.A. Section 36-91-22(e), which outlines the local government actions needed to classify a project as an emergency. Relevant terms are addressed in these policies.

4. ELIGIBLE BORROWERS

Type of Entity

- GEFA can provide financing to the following entities:
    - Local governments and instrumentalities of the state;
    - Municipal corporations;
    - County or local water, sewer, or sanitary districts;
    - State or local authorities, boards, or political subdivisions created by the General Assembly or pursuant to the Constitution and laws of the state; and
    - Nongovernmental entities with an approved land conservation project.

Minimum Borrower Qualifications

- ***Qualified Local Government*** – Municipalities and counties must be certified as Qualified Local Governments by the Georgia Department of Community Affairs (DCA).
- ***Service Delivery Strategy*** – Municipalities, counties, and authorities must be included in a DCA-verified Service Delivery Strategy. The project for which an applicant seeks financing must be consistent with the verified strategy.
- ***State Audit Requirements*** – Municipalities, counties, authorities, and nongovernmental entities must be in compliance with state audit requirements.
- ***Metro Plan Compliance*** – Municipalities, counties, and authorities located within the Metropolitan North Georgia Water Planning District (MNGWPD) can receive GEFA financing if the director of the Georgia Environmental Protection Division (EPD) has certified that the applicant/borrower is in compliance or is making a good faith effort to comply with all MNGWPD plans and/or enforcement measures.
- ***Updated Building Codes*** – Municipalities and counties must adopt and enforce O.C.G.A. Section 8-2-3 relating to the installation of high-efficiency plumbing fixtures.
- ***Current Loan Agreements*** – A current GEFA borrower can receive additional GEFA financing only if the borrower is in compliance with the existing credit documents, e.g., loan agreement and promissory note.
- ***Nongovernmental Entities*** – Nongovernmental entities must be a nonprofit organization with a primary purpose of permanently protecting or conserving land and natural resources, as evidenced by their organizational documents.

5. ELIGIBLE PROJECTS

GEFA's loan programs provide financing for a broad range of water, wastewater, sewer, stormwater, nonpoint source pollution prevention, land conservation, and solid waste projects. Specific project eligibility varies by program. The types of projects eligible for financing in each program and the minimum project requirements are listed below.

- ***Georgia Fund*** – May finance projects consistent with O.C.G.A. Section 50-23-4 to:
    - Supply, distribute, and treat water
    - Collect, treat, or dispose of sewage or solid waste

- ***Georgia Reservoir Fund*** (O.C.G.A. Section 50-23-28) – May finance projects consistent with O.C.G.A. Section 12-5-471 (10) to:
    - Expand the capacity of existing reservoirs or other sources for water supply
    - Establish new reservoirs or other sources for water supply

- ***CWSRF*** – May finance projects consistent with O.C.G.A. Section 50-23-5 (b)(30) and the federal Clean Water Act, 33 U.S.C.S. Section 1251 et seq. to:
    - Construct municipal wastewater facilities
    - Control nonpoint source pollution, including projects that permanently protect conservation land

- ***DWSRF*** – May finance projects consistent with O.C.G.A. Section 50-23-5 (b)(30) and the federal Safe Drinking Water Act, 42 U.S.C.S. Section 300f et seq. to:
    - Install or upgrade facilities to improve drinking water quality or pressure, protect water sources, and provide storage create or consolidate water systems.

Minimum Project Eligibility Requirements Under the Federal State Revolving Fund Programs

In addition to meeting the other applicable eligibility requirements outlined in these policies, projects receiving funding through the CWSRF or DWSRF must comply with applicable federal statutes, rules, and regulations. These requirements include, but are not limited to:

- Each project must be included in an Intended Use Plan submitted by GEFA to the U.S. Environmental Protection Agency (EPA).
- Each project must successfully complete the State Environmental Review Process, which is administered by EPD, and receive a Notice of No Significant Impact or Categorical Exclusion.
- Each borrower must certify compliance with Title VI of the Civil Rights Act by completing EPA Form 4700-4.
- Each DWSRF project and CWSRF treatment works project must comply with applicable federal procurement and labor rules, including Disadvantaged Business Enterprise utilization, Equal Employment Opportunity, the Davis Bacon Act, and requirements that may arise in future federal law or future federal assistance agreements.
- Each DWSRF project and CWSRF treatment works project must incorporate iron and steel products produced in the U.S. ("American Iron and Steel Requirement").
- Each CWSRF treatment works project must certify that a Fiscal Sustainability Plan has been developed and is being implemented for the project or certify that a Fiscal Sustainability Plan will be developed and implemented for the project.

6. ELIGIBLE ACTIVITIES

Borrowers of GEFA financing may use GEFA funds for the following activities related to an eligible project:

- Feasibility analysis
- Project design
- Construction, grading, site preparation, dredging, etc.
- Land and easement acquisition needed for project implementation
- Stream or wetland mitigation
- Administrative and/or legal services
- System purchase

Engineering, Legal, and Administrative Costs – GEFA funds may be utilized for engineering, design, administrative costs, facilities planning, and land acquisition provided that these costs are necessary for the completion of the project defined by the scope of work and identified in the budget of the approved loan agreement. Such eligible costs incurred prior to the execution of a loan agreement are eligible for reimbursement with a GEFA loan. GEFA also offers engineering-only loans for these preliminary soft costs needed to facilitate the construction of an eligible project. GEFA will review and apply a standard to all project budgets.

Purchase of Existing Systems – An application that proposes to purchase an existing water and/or wastewater system must be accompanied by a certification of the value of the system by a registered professional engineer. GEFA will require other information as needed to document the content and costs of the purchase.

GEFA's loan agreement provides additional information about activities for which a borrower may or may not use GEFA funds.

7. PROGRAM MAXIMUMS

GEFA loans are subject to the following maximums and state fiscal year fund limits. Fund limits will be evaluated annually and presented to the GEFA board for adoption prior to each fiscal year. To protect the long-term viability of the funds, GEFA may put additional requirements on borrowers to receive funding.

Georgia Fund

- The maximum loan amount is $20,000,000 per borrower per fiscal year.
- The maximum loan amount for emergency loans is $1,000,000 per project.
- The standard amortization period is 20 years or the useful life of the project.

Georgia Reservoir Fund

- The maximum loan amount will be determined based on availability of funds.
- The length of the amortization period shall be determined on a case-by-case basis consistent with O.C.G.A. Section 50-23-28.
- The maximum amortization period is 40 years.

CWSRF

- The maximum loan amount is $20,000,000 per borrower per fiscal year.
- The maximum loan amount for engineering loans is $2,000,000 per project.
- The maximum amortization period is 30 years not to exceed the useful life of the project.

DWSRF

- The maximum loan amount is $20,000,000 per borrower per fiscal year.
- The maximum loan amount for engineering loans is $2,000,000 per project.
- The maximum amortization period is 40 years for communities designated as “disadvantaged” based on GEFA’s affordability criteria not to exceed the useful life of the project.

8. INTEREST RATES

Amortized interest: GEFA determines its amortized interest rates based on market conditions and updates these periodically. GEFA lists its 20-year amortized interest rate publicly on its website and provides rates for loans with other amortization periods upon request.

Construction interest: The interest rate applied during the construction period will be 200 basis points (2 percent) higher than the agreed to amortized interest rate.

Federal Loans – Eligible CWSRF and DWSRF loans may be offered at a below-market interest rate, with the discount level determined by the applicable program’s criteria at the time of underwriting.

Interest Rate Concessions – GEFA provides the following interest rate concessions for eligible borrowers or eligible projects under the specified funding programs. Interest rate concessions shall not be used in combination.

- ***WaterFirst*** – Communities that receive the WaterFirst designation may receive an interest rate 100 basis points (1 percent) below the prevailing interest rate for the program through which it is to be funded.
- ***PlanFirst*** – Communities designated as a PlanFirst Community may receive an interest rate 50 basis points (0.50 percent) below the prevailing interest rate for the program through which it is to be funded.
- ***Conservation*** – Communities seeking financing for eligible energy, land, or water conservation projects may receive an interest rate 100 basis points (1 percent) below the prevailing interest rate for the program through which it is to be funded as outlined in GEFA's Water Conservation Financing guidance.
- ***Special Loan Terms*** – The GEFA board may approve loans with different interest rates or specialized terms, e.g., principal forgiveness, consistent with specific program objectives and/or relevant federal requirements.

9. FEES

GEFA shall assess the following fees to loan borrowers:

1. **Origination Fee** – An origination fee of 1.50 percent pursuant to the loan agreement.

2. **Modification Fees**
    a. First modification — No charge
    b. Second modification — No charge
    c. Third+ modification(s) — 1 percent

3. **Loan Servicing Fees**
    a. Non-sufficient Funds – A non-sufficient funds fee (NSF) if the borrower fails to have sufficient funds in its designated bank account at the time the payment is drafted. The payment due may be for any type of payment due under the credit documents including origination fees, construction interest, monthly principal and interest payments, or any other fee. GEFA will charge the NSF fee to the borrower for each loan for which payment is due and not available.
    b. Late – A late fee for any payment not received by the 15th of the month in which the payment is due. This will be in addition to any NSF fees assessed in the same month.
    c. Loan Continuation – A monthly Loan Continuation Fee in the event the borrower fails to draw funds within six months (180 days) of loan agreement execution.
    d. Dormancy – If, at any point following the initial draw, a borrower neglects to make a subsequent draw for a period of nine (9) months, a Dormancy Fee in the amount of 25% of the Origination Fee may be assessed. This fee will compound each month until the borrower makes a draw.

For details about the fees, refer to the Loan Servicing Fee Schedule available at gefa.georgia.gov/loan-documents.

10. LOAN SECURITY

GEFA requires a revenue and full-faith-and-credit pledge of each borrower and any other special loan condition GEFA may deem necessary, e.g., debt service reserve, etc.

For borrowers, such as authorities, that lack taxation powers or lack adequate taxation capacity to provide a full-faith-and-credit pledge equal to the value of the loan, the following requirements will need to be fulfilled prior to execution of loan:

- A debt service coverage ratio of 1.25 times or greater
- A debt service coverage ratio of less than 1.25 times, but equal to or greater than 1.05 times – a reserve in the amount of one year's debt service on the proposed debt must be deposited into a separate bank account that names GEFA as the beneficiary, prohibits the borrower from withdrawing funds without GEFA's written consent, and requires the bank to submit quarterly statements of activity and account balance information directly to GEFA.
- A debt service coverage ratio of less than 1.05 times – Additional security through an agreement with the authority's local government that is willing and able to provide a full-faith-and-credit pledge to back the loan. For nongovernmental entity borrowers, a deed to secure debt will be required.

11. RELEASE OF GEFA FUNDS DURING CONSTRUCTION

GEFA monitors construction and endorses GEFA payments in accordance with the loan agreement. To allow monitoring, the loan or grant borrower must notify GEFA prior to commencing construction.

12. LOAN EXECUTION DEADLINE

If the loan agreement is not fully executed within six months (180 days) from the date of GEFA board approval, GEFA reserves the right to terminate its commitment.

13. LOAN RESTRUCTURING

Loan restructuring is the changing of terms and/or conditions of an existing loan. The range of restructuring options may include adjusting the interest rate of a loan, changing the amortization period of a loan, or changing the repayment schedule to adjust allocation between interest and principal. GEFA will consider a borrower's request to restructure its existing GEFA loan(s) on a case-by-case basis if the borrower is experiencing financial hardship. In evaluating a restructuring request, GEFA will consider at a minimum the following indicators of financial hardship:

- The borrower's debt service coverage ratio history.
- The type and extent of efforts undertaken by the borrower to improve its financial condition, including enhancing revenues from rate increases or raising of ad valorem taxes and/or reducing costs.
- Emergency or exigent circumstances beyond the control of the borrower that impose a long-term and severe financial hardship.

Under no circumstances will loan principal be forgiven.

14. LOAN REFINANCING

Loan refinancing uses loan funds to pay off an existing debt obligation, thereby satisfying the terms of the existing debt agreement and cancelling the existing obligation.

- The community is requesting a loan from GEFA to finance an eligible, time-sensitive, and critical project, but needs to consolidate existing GEFA debt into the new loan to afford the new project.
- The community has an engineering loan it would like to refinance with the proceeds of a construction loan from GEFA, thereby combining the engineering loan and the construction loan into one loan.

15. CREDIT ANALYSIS

GEFA requires a minimum debt service coverage of 1.05 times in the first year of repayment and each subsequent year of the outstanding GEFA debt.