

15A NCAC 01W .0105 LOAN TERMS, LIMITATIONS, AND CONDITIONS

(a) In addition to the loan terms in S.L. 2024-53, s. 4C.8 and the applicable requirements of S.L. 2024-53, s. 3.1, a bridge loan from the program is subject to the following terms and conditions:

- (1) The total amount awarded for the loan shall be repaid in full by the maturity date as defined in S.L. 2024-53, s. 4C.8, and no later than June 30, 2030.
- (2) A loan may be repaid early or on a payment plan outlined in the loan agreement prior to the maturity date without penalty.
- (3) A loan in the amount of two hundred thousand dollars (\$200,000) or more shall be placed on a structured payment plan. The terms and schedule of the payment plan shall be included in the loan agreement required by Rule .0104 of this Section. Loan payments shall be submitted to the Division of Waste Management Underground Storage Tank Section by certified check or money order.
- (4) The applicant may not assign, transfer, or otherwise convey any of their rights or obligations under the loan agreement to any third party without the prior written consent of the Division. The applicant shall not be released from the loan obligation by the Division until the approved third party executes a loan agreement with the Division in accordance with Rule .0104 of this Section.

(b) In addition to the loan limitations in S.L. 2024-53, s. 4C.8, a bridge loan from the program shall not be used for purposes that do not comply with the requirements of S.L. 2024-53, such as the following purposes:

- (1) removal of a commercial UST unless the applicant provides evidence in the loan application that damage or impacts from Hurricane Helene necessitated the removal, and the removal is necessary to restore the UST system to operational capacity;
- (2) work or testing or repairs related to aboveground storage tanks or non-commercial underground storage tanks, notwithstanding new action from the General Assembly;
- (3) purposes that are or may be eligible for reimbursement from the Commercial Leaking Petroleum Underground Storage Tank Cleanup Fund in accordance with G.S. 143-215.94B;
- (4) any repairs or testing that have already been paid for or reimbursed by federal disaster relief or private insurance or other emergency funding sources; or
- (5) any repairs or testing that occurred or were necessary prior to the date of Hurricane Helene, or that were not a result or impact of Hurricane Helene.

(c) The recipient shall submit a final report within 90 days after completion of testing and repairs. The report shall include a description of:

- (1) the operational capacity of the UST system;
- (2) any deviations from the scope of work submitted in the application; and
- (3) receipts for completed repairs that were not submitted in the application.

(d) If a recipient fails to comply with S.L. 2024-53, the rules of this Subchapter, or the loan agreement, the Division shall notify the recipient in writing that they are in default, and provide the actions the recipient must take in order to cure the default and the deadlines to take those actions. If the recipient fails to take the required actions by the deadlines stated in the notice, the loan shall be considered to be in default and the Division will refer the loan for collection in accordance with State law.

History Note: Authority S.L. 2024-53, s. 4C.8.(l);
Emergency Adoption Eff. February 14, 2025;
Temporary Adoption Eff. April 8, 2025;
Eff. November 1, 2025.