

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE
CITY OF ATLANTA AND THE ATLANTA DEVELOPMENT AUTHORITY
FOR THE U.S. EPA BROWNFIELD REVOLVING LOAN FUND GRANT**

THIS INTERGOVERNMENTAL AGREEMENT (this “IGA”) is entered into as of this 30th day of September 2014, between the CITY OF ATLANTA, a municipal corporation, chartered pursuant to the laws of the State of Georgia (the “City”) and The ATLANTA DEVELOPMENT AUTHORITY (“ADA or The Authority”) (d.b.a. Invest Atlanta), a public body corporate and politic (the “Authority”), for the purpose of documenting the administration and management of a Brownfield Revolving Loan Fund grant awarded by the United States Environmental Protection Agency (EPA).

BACKGROUND

WHEREAS, pursuant to Resolution 08-R-2172, the City Council authorized the Mayor to submit on behalf of the City a collaborative Brownfield RLF grant application, with the Authority as project partner, to EPA under its 2009 competitive BRLF grant program; and

WHEREAS, pursuant to Resolution 11-R-1541, the City Council authorized the Mayor to submit on behalf of the City the Brownfield RLF grant application to EPA under its 2011 Brownfield Revolving Loan Fund program.

WHEREAS, in 2009 the EPA selected the City for a BRLF grant in an amount of \$1,000,000 to be used to provide loans and sub-grants to support cleanup activities for sites contaminated with petroleum and hazardous substances. In 2012 EPA selected the City for a BRLF supplemental grant in the amount of \$350,000 to be used to provide loans and sub-grants to support clean-up activities for sites contaminated with petroleum and hazardous substances. Grant funds also will be used to manage the BRLF, oversee cleanups, and support community outreach activities. The grant is expected to result in the cleanup of sites thereby reducing potential human exposure to contaminants and help spur redevelopment of idle properties into economically productive uses and greenspace; and

WHEREAS, pursuant to Ordinance 09-O-1415, the City Council authorized and the Mayor signed the 2009 BRLF grant agreement with EPA; and

WHEREAS, pursuant to Ordinance 12-O-0889; the City Council authorized and the Mayor signed the supplemental grant agreement with EPA; and

WHEREAS, the Authority, co-applicant to the City’s 2009 BRLF grant application, has substantial experience in the management of revolving loan funds and the City desired to take advantage of such experience by entering into an IGA with the Authority as to both the fund and project management for the BRLF grant; and

WHEREAS, pursuant to Resolution 10-R-0161, the City Council authorized and the Mayor signed a Memorandum of Understanding with the Atlanta Development Authority for fund and project management of the Brownfield Revolving Loan Fund; and

WHEREAS, the Intergovernmental Agreement between the City of Atlanta and the Atlanta Development Authority for fund and project management of the Brownfield Revolving Loan Fund Grant is effective between October 1, 2009 and terminates on September 30, 2014; and

WHEREAS, pursuant to 14-R-4108, the Atlanta City Council authorized the Mayor to enter into an Intergovernmental Agreement with the Atlanta Development Authority for fund and project management of the Brownfield Revolving Loan Fund between fund and project management for 5 years in an amount not to exceed \$565,000; and

WHEREAS, pursuant to a Resolution executed on September 18, 2014 the Board of Directors of Invest Atlanta authorized the negotiation, execution and delivery of an intergovernmental agreement between the City of Atlanta, Georgia and Invest Atlanta for the administration of the U.S. Environmental Protection Agency Brownfield Revolving Loan Fund Grant and other purposes for a term beginning on October 1, 2014 and ending on September 30, 2019; and

WHEREAS, to insure the adequate, timely and efficient administration and management-both project and fund- of the BRLF (collectively "the services") so as to accomplish the purposes of the BRLF grant, the City and the Authority desire to renew their IGA; and

WHEREAS, intergovernmental contract clause (Ga. Const. of 1983, Art. IX, Sec. III, Par. 1(a) grants municipalities and public corporations the authority to contract with each other for any period not exceeding 50 years for the provision of services.

ACCORDINGLY, the parties agree as follows:

1. **General Agreements:** The following represents the basic services that each party shall provide to the other:

See, Brownfield Revolving Loan Fund Cooperative Agreement and Work Plan, set forth in Exhibit 1 attached hereto and incorporated herein by reference.

2. **Term:** The term of this IGA begins on October 1, 2014. The term ends on September 30, 2019. Notwithstanding the foregoing, the City or the Authority may terminate this IGA by giving the other parties thirty (30) days prior written notice of same as provided below.

3. **Amount:** In the aggregate, \$565,000 shall be managed by the Authority under this IGA, \$505,000 of which is from the US EPA's BRLF award with the balance from City general funds.

4. **Governing Law:** This IGA shall be interpreted and construed in accordance with the laws of the State of Georgia.

5. **Notices:** All notices, demands and requests required under this IGA must be in writing and sent to the parties in the manner described below:

(a) **Addresses:**

To the City: City of Atlanta
55 Trinity Avenue, SW
Atlanta, Georgia 30303
Attention: Director, Bureau of Planning
(404) 658-7491 Fax

With a copy to: City of Atlanta
68 Mitchell Street, SW, Suite 4100
Atlanta, Georgia 30303
Attention: City Attorney

To the Authority: The Atlanta Development Authority
133 Peachtree Street NE, Suite 2900
Atlanta, Georgia 30303
Attention: President
(404) 880-9333 Fax

With a copy to: The Atlanta Development Authority
133 Peachtree Street NE, Suite 2900
Atlanta, Georgia 30303
Attention: General Counsel
(404) 880-9333 Fax

(b) **Delivery:** All notices given by either party to the other under this IGA must be in writing and may be delivered by: (i) via electronic mail, (ii) regular mail, first class, postage prepaid; (iii) certified or registered mail; (iv) facsimile, with a hard copy sent within twenty-four (24) hours of transmission by one of the other permitted delivery means; or (v) hand-delivery, to the parties at the addresses and facsimile numbers specified above.

(c) **Receipt:** Notices sent by mail will be deemed received three (3) days after deposit in the mail, properly addressed. Notices sent by certified or registered mail will be deemed to be received upon the date of the acknowledgment. Notices sent by facsimile will be deemed to be received upon successful transmission to the proper facsimile number; if the sender can produce a facsimile transmission confirmation report. Notices delivered by hand-delivery will be deemed to be received upon written acceptance by the respective party. Notices delivered by emails will be deemed to be received upon receipt of the email message.

6. **Entire Agreement.** This IGA contains the entire agreement of the parties with respect to its subject matter and no representations or agreements, oral or otherwise, which are not set forth in this IGA, will be of any force or effect.


7. **Counterparts.** This IGA may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the City and the Authority have executed this IGA effective as of the date first written above.

CITY OF ATLANTA, GEORGIA

By: 
Kasim M. Reed
Mayor

**THE ATLANTA DEVELOPMENT AUTHORITY d/b/a
INVEST ATLANTA**

^{JOE}
By: 
Ernestine W. Garey,
Executive Vice President and Chief Operating Officer


Municipal Clerk

APPROVED AS TO FORM

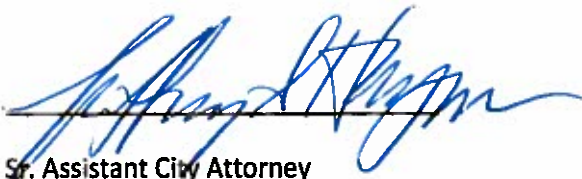

Sr. Assistant City Attorney

EXHIBIT “1”
ATLANTA BROWNFIELD REVOLVING LOAN FUND
COOPERATIVE SERVICE AGREEMENT AND WORK PLAN

CITY OF ATLANTA AND THE ATLANTA DEVELOPMENT AUTHORITY

1.0 INTRODUCTION

1.1 Program Description

The Atlanta Brownfield Revolving Loan Fund (BRLF) program is designed to spur both economic revitalization projects and the creation of greenspace (collectively “projects”) along the Atlanta Beltline, Proctor Creek, Atlanta Area Wide study area, Groundwork Atlanta and within targeted commercial and mixed-use redevelopment corridors in the city by providing loans and sub-grants (collectively “funds”) to support cleanup activities for sites contaminated with petroleum and hazardous substances on land within the legal and defined borders of the City of Atlanta. The City of Atlanta (“City”), through its Office of Planning, will be responsible for BRLF program administration. The Atlanta Development Authority d/b/a Invest Atlanta (“IA”) will provide BRLF project and fund management. Loans and grants awarded from the BRLF will support the following types of development projects: 1) community-based remediation projects leading to redevelopment opportunities and quality of life enhancements; 2) creation of greenspace and transit from brownfields along the Atlanta BeltLine, Proctor Creek, Groundwork Atlanta and targeted redevelopment areas; and 3) adaptive reuse of underutilized or abandoned industrial sites and the Atlanta Area Wide study area.

1.2 Goals and Objectives

Selection of sites for a Revolving Loan Fund will be based on project readiness and level of priority. Applicants seeking an RLF loan or grant must submit a project that is ready according to the following criteria: property must be owned by the borrower, the property must contain either petroleum or hazardous substance contamination, property must not be on the National Priorities List or under current federal or state enforcement action and all assessment reports and a remedial action plan must be completed for the property. Assessment report must comply with ASTM E 1527-05 EPA All Appropriate Inquiry and/or Georgia EPD guidelines.

The BRLF program’s goals and objectives are to concentrate economic revitalization projects and create new greenspace in the following areas of the city:

a. The Atlanta BeltLine

The Atlanta BeltLine project is a 22-mile transit greenway circling downtown and midtown Atlanta (www.beltline.org). Over the next 25 years, the multi-billion dollar project will reuse existing railroad right-of-ways to connect over 40 economically, racially, and culturally diverse neighborhoods and the downtown district. The project proposes to assemble and organize the rail corridors and adjacent underutilized urban land for transit development that will connect Atlanta’s rail transit system, generate new commercial and mixed-use residential housing to accommodate Atlanta’s growth, provide affordable workforce housing with access to public transit alternatives, and create over 1,200 acres of new greenspace through a linear park alongside trails, including the creation of new parks and expansion of existing

parks. The City, under its previous brownfield assessment grants, completed a GIS mapping project of potential brownfields along the BeltLine

b. Proctor Creek: Proctor Creek is an approximately 16 square mile area watershed wholly located within the municipal jurisdiction of the City of Atlanta. Proctor Creek, which runs 9 miles in a northwesterly direction to the confluence of the Chattahoochee River, is listed for not meeting the State water quality standards for fecal coliform. The headwaters of the watershed originate in downtown Atlanta. The RCRA Division in EPA Region 4 designated part the Proctor Creek area an environmental justice community for watershed improvements. This area has experienced frequent and repeated flooding which has contributed to a significant number of abandoned properties.

c. Atlanta Area Wide Plan: The Area-Wide Planning Pilot Program (AWP), funded by the US EPA, created a planning framework to advance economic development and job creation through the assessment, cleanup, and reuse of brownfields in the project area located in Southwest Atlanta by developing strategies to support the area's existing and potential commercial, industrial, residential, and greenspace opportunities. The AWP 3,282 acre project area consists of 5 redevelopment nodes within 2 miles of each other, connected by commercial/industrial corridors and multi-purpose transit and greenspace corridors.

d. Groundwork Atlanta: Groundwork Atlanta Trust's mission is to bring about the sustained regeneration, improvement and management of the physical environment by developing community-based partnerships which empower people, businesses and organizations to promote environmental, economic and social well-being in NPUs D and G. Groundwork Atlanta seeks to achieve its mission in part by cleaning-up brownfields in its area as identified in its Feasibility Study

e. Opportunity Zones: An Opportunity Zone (OZ) is a State of Georgia designation that is currently administered through the Department of Community Affairs for areas with 15% or greater poverty and with an adopted Urban Redevelopment Plan. OZ designation allows the designated area to increase the amount of State job tax credits from \$1,750 to \$3,500 per job and would lower the job creation requirement from 15 to 2 jobs per employer. This is a state-based tax incentive that will encourage job growth in the OZ designated areas. The City's Opportunity Zone application was approved by the State of Georgia in January 2011.

f. Targeted Redevelopment Corridors

Targeted redevelopment corridors in this project include:

- 1) **Donald Lee Hollowell Parkway**, a state route connecting Midtown Atlanta with northwest Atlanta and Cobb County. Land use along its 6 mile length includes single family, medium and low-density residential, low density commercial, open space and industrial uses.
- 2) **Simpson Street**, whose predominant land use is commercial, with single family residential, medium density apartments and multi-family apartments comprising roughly one-quarter of the corridor.
- 3) **Jonesboro Road** area contains sizeable tracts of vacant lots and undeveloped land.

- 4) **Campbellton Road** is an older multi-family and commercial corridor defining one of Atlanta's first-ring suburbs.
- 5) The **Stadium Neighborhoods** of Summerhill, Peoplestown and Mechanicsville are characterized by residents with significantly lower incomes than the City as a whole.
- 6) **Memorial Drive** has experienced investment over the past several years; however, vacant and underutilized buildings are still common.

g. Other communities/neighborhoods in the City where a brownfield sites has been identified, assessed, and the site provides an opportunity for new development or greenspace.

2.0 Roles and Responsibilities

2.1 The City

The City, through its Office of Planning, shall be the lead agency for the BRLF program. The City's primary role and responsibility is to manage all administrative aspects of the BRLF program, as required by the United States Environmental Protection Agency (U.S.E.P.A). The Office of Planning shall designate a project manager ("OoP Project Manager") who shall be responsible for all programmatic and financial reporting to the U.S.E.P.A. The OoP Project Manager shall be IA's primary contact with the City. The Project Manager will work with IA to prepare and present an annual report to the Atlanta City Council.

2.2 ADA (dba Invest Atlanta) ("IA")

Management of the BRLF and each awarded project shall be the responsibility of IA. Management includes, but is not limited to, the day-to-day project operational responsibilities of the BRLF program. The day-to-day operations shall be managed by IA's Manager of Small Business and Industrial Finance group, with assistance of an IA employee whose title will be Program Loan Manager. IA will maintain and modify the loan fund policy manuals to be consistent with BRLF federal policy and procedures guidelines. The Brownfiled RLF Review Committee will review, evaluate, approve, revise and/or reject BRLF loan and grant applications. IA shall have the option to use its internal Loan Review Committee (LRC) to review, evaluate, approve, revise and/or reject BRLF loan and grant applications. The LRC shall have final approval with respect to terms and conditions of each approved loan and grant application. These terms and conditions include, but are not limited to: amount of the loan or grant, interest rate, loan term and payments, collateral to be provided, specified uses of loan or grant proceeds, and reporting requirements. Activities of the LRC include:

1. Review loan/sub grant applications,
2. Attend meetings to recommend actions (approval, denial, etc.) on loan and sub grant applications and set terms and conditions,

3. Make decisions on procedures for loan delinquencies, foreclosures, and /or modifications to existing loans,
4. Notify the Project Manager of loan and sub-grant decisions, and
5. Review the policy and procedure manual as needed, but no less than annually to make changes for the betterment of the program.

IA shall be responsible for selecting a Qualified Environmental Professional/Brownfield Site Manager (“QEP”) to be responsible for technical oversight of cleanup related activities. Environmental cleanup and record-keeping shall be the responsibility of the environmental firm employed for an individual BRLF awarded project. IA shall ensure that the firm provides all program reports to the Office of Planning and to the U.S.E.P.A. program administrator who provides all federal reporting as required.

Upon request, IA shall assist the City in its programmatic and financial reporting to the U.S.E.P.A. In conjunction with the City of Atlanta Program Manager, IA will prepare and present an annual performance report on the Brownfield Revolving Loan Program to include the projects receiving loan and grant funding to the Community Development Human Resources Committee of the Atlanta City Council. This information will be provided to all members of City Council.

2.3 Threshold Award Goals and Requirements

IA shall have as its goal to award at least 80 percent of BRLF awards in the form of loans and no more than 20 percent of BRLF awards in the form of sub-grants. IA shall award at least 60 percent of BRLF funds in the form of loans. In no event shall more than 40 percent of BRLF funds be awarded in the form of sub-grants.

PROJECT TASK DESCRIPTIONS

Task 1 LOAN FUND OPERATIONS AND PROJECT MANAGEMENT

A) Loan Fund Operations

Object of Task: Project management and loan fund operations

Lead for Task: The IA shall be responsible for Project Management and for Loan Fund Operations.

Project Milestones: Completion of intergovernmental agreement, completion of loan and implementation plan.

Measures of Success: BRLF management

Deliverables: Completed loans and sub-grantee awards consistent with threshold award goals and requirements.

Estimated submittal or completion dates: On-going

Loan fund operations will be managed by IA. IA shall be responsible for day-to-day operations of the loan fund part of the project. Loan and policy procedures are included in the Revolving Loan Fund Policy and Procedure Manual.

- B) Project Management** – IA shall provide management services and insure compliance with the Cooperative Agreement Work Plan and provide project oversight and related required activities on an as needed basis.
- C) Periodic Reporting** - The OoP Project Manager shall be responsible for all project reporting requirements.
- D) Contractor Procurement** – IA will insure compliance with 40CFR Part 31 when conducting project procurement activities.

Task 2: ESTABLISH AND MAINTAIN LOAN FUND PROGRAM

Object of the task: Maintain Loan Fund Program to capitalize loans and cleanup sub grants and provide necessary training and development to establish and manage program.

Task Lead: IA will be the lead for this function.

Project Milestones: Maintain loan fund, revise policies and procedures as needed, staff training, development of outreach strategies.

Measures of Success: On-going staff training, conduct outreach meetings, develop written operational procedures.

Deliverables: Revised Loan Fund Policy Manual, Trained Staff, and Project Policy manual.

Estimated Completion Date: On-going

Task 3: COMMUNITY INVOLVEMENT AND AWARENESS

Object of the task: Develop a community involvement and awareness program.

Task Lead: The Office of Planning will be the lead for city residents and non-profits and Invest Atlanta will be the lead for developers and the business community.

Project Milestones: Develop community involvement program for Atlanta neighborhoods, business community, non-profits. At the direction of the Office of Planning, work with the Brownfield Stakeholder Advisory Committee (BSAC). Develop project brochure and/or literature about the BRLF program and develop content about the program to be included in the IA website.

Measures of Success: Development of a diverse community outreach/involvement campaign to involve and attract different segments of the community representative of the City at large.

Deliverables:, a project website and development of project literature for different segments of the community.

Estimated completion date: June 2015

- A) Community Involvement Plan:** Invest Atlanta and the Office of Planning will work together as needed on site-specific community involvement plan when a loan or cleanup subgrant site has been identified.
- B) Community engagement activities,** at the direction of the Office of Planning, will be coordinated between IA and Office of Planning. Active reference will be maintained via the existing IA to list active and cleaned up sites to be made available to the public.

Task 4: MARKETING THE LOAN FUND

IA shall develop and implement a marketing strategy that is media, person-to-person, and print-based to reach a diverse range of markets and individual borrowers. These techniques may include the following: 1) information on the IA website; 2) City of Atlanta Cable TV and website; 3) one-to-one marketing; 4) group seminars and workshops; 5) collaborative marketing with lenders; 6) advertising in local business journals; and 7) information distribution through the City's Neighborhood Planning Units (NPU) and development agencies such as the Chamber of Commerce and Central Atlanta Progress 8) direct mail to potential applicants; 9) mailing and emailing to propriety lists of business managers and business owners in the targeted areas and city wide. All costs and fees for marketing shall come from the allocated marketing budget in the BRLF.

Task 5: CLEANUP PLANNING AND COMPLETION

A) Property Profile Form

For each property on which a cleanup activity is completed under the BRLF program, a Property Profile Form (PPF) will be generated. The PPF will be completed by the property owner in conjunction with the brownfield consultant. The PPF provides information that can be used to track brownfield cleanup progress in the EPA ACRES database by detailing property specifics, environmental assessment information, and cleanup funding information. PPF document will become part of the Administrative Record. The property will be required to enroll in the State of Georgia Voluntary Brownfield Program (VBP).

B) Final Cleanup Report

Following the completion of each cleanup activity, IA's QEP will prepare a final report indicating that cleanup is complete and meets cleanup standards that were set forth in the

Cleanup Action Memo. The final report will include documentation of cleanup activities, results of confirmation sampling, and information on any engineering or institutional controls that may have been placed on the site. Each final report will be placed in the project's Administrative Record. Final Cleanup Report will mark completion of remediation activity at the site. Should engineering or institutional controls be necessary, the Final Cleanup Report will include information on how these controls will be enforced.

Task 6: STATE INVOLVEMENT

A) Project Updates

The Office of Planning will submit written project updates to the Georgia Environmental Protection Division (EPD) Voluntary Brownfields Program (VBP) on a quarterly basis, as necessary, to the Brownfields Coordinator, with the Georgia EPD at or other appropriate regulators. The update will consist of information required by U.S.E.P.A. as part of the quarterly reporting deliverable. The reports will provide a summary of the project progress and milestones met or exceeded during the reporting period, fund expenditures, and lessons learned and their applicability during the remaining term of the project. The Office of Planning shall ensure that these reports are available via hard copies and electronically

B) Document Reviews

The Office of Planning shall provide the Georgia EPD VBP an opportunity to review and comment on all technical reports as determined by Georgia EPD.

C) Confirmation of Cleanup

Loan and subgrant recipients will be required to enroll in the Georgia VBP as a condition of the loan and/or grant. The subgrant recipients will be encouraged to seek assistance from the USEPA Region 4 to ensure cleanups are conducted properly. This programmatic element will ensure better quality control while at the same time ensuring the IA's ability to monitor program activities systematically and uniformly.

Following document review and cleanup implementation, IA shall request that the Georgia EPD Brownfields Program provide a letter of concurrence that cleanup is complete and that any necessary engineering or institutional controls are in place in accordance with the cleanup plan and design.

3.0 IGA BUDGET

A) Table

Budget Categories	INVEST Atlanta Budget - Project Tasks for Loans								
	Task 1		Task 2		Task 3		Task 4		
Programmatic Costs Only									
	Community Involvement and Outreach		Fund Management		Site Cleanup & Oversight		Project Reporting		
	Haz Subs	Petrol	Haz Subs	Petrol	Haz Subs	Petrol	Haz Subs	Petrol	Total
Personnel									
Travel	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000			\$6,000
Equipment	\$1,000	\$1,000							\$2,000
Supplies	\$3,000	\$3,000	\$3,000	\$3,000					\$12,000
Contractual	\$2,250	\$2,250	\$35,000	\$42,000	\$18,000	\$18,000	\$5,000	\$5,000	\$127,500
Loans/grants					\$362,750	\$54,750			\$417,500
Other									
Subtotal	\$7,250	\$7,250	\$39,000	\$46,000	\$381,750	\$73,750	\$5,000	\$5,000	\$565,000
Total per Task		\$14,500		\$85,000		\$455,500		\$10,000	\$565,000

NOTE: Budget line item changes cannot exceed 20 percent without prior approval by the City of Atlanta.

B: Budget Narrative:

Task 1: Community Involvement and Outreach

Engage the community through workshops, the Stakeholders Advisory Committee (SAC), the City's and IA's website, and program information. IA will tailor its efforts where necessary to continue to provide stakeholders with the information needed to participate in redevelopment efforts. Additional elements are provided in Section 3 of this proposal.

Task 2: Fund Management

This task will be broken into two subtasks: 1) establishing the BRLF; and 2) management and capitalization of the fund.

Subtask 1 involves the following activities to maintain the BRLF:

1. Reviewing and updating as needed the financial policy manual, identifying potential borrowers, using existing assessment grants to identify redevelopment sites, leveraging funds from other sources, and determining various loan structures to the project market needs.
2. Product and program development through defining the program structure, determining staffing needs, developing loan products, and determining the technical services offered to the project market.
3. Providing information about the BRLF program to the public and private markets and individual borrowers by developing a broad outreach and targeted marketing campaign, identifying the target audience, developing outreach approaches to a diversified market, and direct marketing to the project market.
4. Servicing the BRLF loan through development of a brochure, web page and other mechanisms that outlines the loan process, staff training to understand and implement the loan process, development of a loan application to meet project needs, developing a loan agreement file system to meet documentation needs, and development of loan closing procedures.
5. Loan Servicing Agreement - Atlanta Development Authority d/b/a Invest Atlanta ("IA") shall act as the servicer of the loans, which shall include issuance of draws or payments, creating invoices for payment, accepting principal and interest payments, collection notices and initiation of legal action during default. For its service IA shall be entitled to collect a service fee for administration of not less than ten (10%) of the total funds managed. The fee shall be over and any above budgeted items for marketing and outreach.
6. Program Income: Develop policies and procedures for the expenditures of the program income.

Management and capitalization of the BRLF (*Subtask 2*) will be accomplished through:

1. Application reviews of site eligibility and loan/sub grant applications, borrower financial information, remediation plans, and coordination with the Georgia Environmental

Protection Division (EPD) Brownfield Program and the U.S. Environmental Protection Agency (USEPA).

2. Review Committee reviews and final approvals including final review and approval of applications for loan or sub grant funding including due diligence for site eligibility, completeness of application documentation, site visits as needed, review of environmental reports, and Georgia EPD and USEPA cleanup plan approval.
3. Loan documentation and closing work such as preparation of agreements governing the legal and financial obligations of borrower or sub grantee for final closing of funding.

Deliverables: BRLF management and capitalization.

Task 3: Site Cleanup and Oversight

IA shall ensure that loan and sub grant recipients enroll in the State of Georgia Voluntary Brownfield Program (VBP), sub grant recipients will be encouraged to seek assistance from the U.S.E.P.A. Region 4 to ensure cleanups are conducted properly.

Deliverables: The IA will provide the impetus for cleanup of sites.

Task 4: Project Implementation, Oversight, and Reporting

To provide U.S.E.P.A. and other stakeholders with sufficient information on the progress and success of the BRLF program, the City shall ensure that status/progress summary reports are submitted quarterly during the project performance period. A final report shall be submitted at the conclusion of the funding period. The reports will provide a summary of the project progress and milestones. Throughout the project period, the IA will report on the leveraging successes that result from this project. The City shall make available reports in hard copy format and electronically

Deliverables: Quarterly reports and final report submitted by City/IA as required by the grant and any special reports as appropriate including an annual report to Atlanta City Council.