



Illinois
Environmental
Protection Agency

Bureau of Land
1021 N. Grand Ave. E.
Springfield, IL 62794-9276

June 2005

MUNICIPAL BROWNFIELDS REDEVELOPMENT **GRANT PROGRAM** APPLICATION PACKAGE

- I. Introduction**
- II. Program Requirements**
- III. Application Instructions**

- APPENDIX A**
- APPENDIX B**
- APPENDIX C**

I. Introduction

The Illinois Environmental Protection Agency (Illinois EPA) defines brownfields as a site, or portion thereof that has actual or perceived contamination and an active potential for redevelopment.

Brownfield sites vary in size, location, age, and past use. These properties can range from a closed gas station to a former multi-acre manufacturing facility. The Municipal Brownfields Redevelopment Grant (MBRG) Program provides funding for properties contaminated (or suspected of being contaminated) by petroleum, hazardous waste, or both.

Grants are issued to municipalities to evaluate and prioritize former industrial and commercial properties for cleanup, working toward an end-goal of redevelopment. Grants are awarded for:

- Site Investigation,
- Development of Remedial Objectives,
- Preparation of Remedial Action Plans, and
- Implementation of Remedial Action Plans and Remedial Action Completion Reports.

MBRG Program funds can be used for implementation of remediation activities.

The MBRG Program is a reimbursement program. If awarded an MBRG, a municipality will be reimbursed for eligible or approved costs up to the specified grant amount.

Municipalities that request funds under the MBRG Program for a specific site must enroll the site in the Illinois EPA's Site Remediation Program and proceed in accordance with the applicable regulations for that voluntary cleanup program unless the site is regulated under the Leaking Underground Storage Tank Program. In that case, the Leaking Underground Storage Tank Program will provide technical oversight of project activities.

A municipality may also engage outside professionals to prepare the grant application; however, project statements and applications must be signed by a duly authorized municipal official(s).

The maximum grant amount that may initially be requested is \$120,000.00, with no more than \$240,000.00 available per municipality.

To help grant candidates “scope out” a grant project before they prepare and submit a formal grant application, the Illinois EPA has developed the Brownfields Representative service. Upon request, a municipality may meet directly with a senior Illinois EPA staff person to better define the project and determine its viability. To request a meeting with a Brownfields Representative, please contact the Office of Brownfields Assistance at 217-782-6761.

II. Program Requirements

Purpose

The Illinois EPA is authorized under Section 58.13 of the Environmental Protection Act (415 ILCS 5/58.13) to administer the Municipal Brownfields Redevelopment Grant (MBRG) Program for the purpose of providing financial assistance to Illinois municipalities for brownfields sites. The governing regulations can be found at 35 Illinois Administrative Code, Part 885.

Eligibility

To be eligible for the MBRG Program, the applicant must be a municipality. A municipality means an incorporated city, village or town in the State of Illinois. Municipality does not mean a township, a town when that term is used as the equivalent of a township, an incorporated town that has superseded a civil township, county, or school district, park district, sanitary district, or similar government district.

When a municipality requests funds from the MBRG Program, the municipality must: 1) enroll the site in the Illinois EPA Site Remediation Program prior to the start of invasive Phase II field work (unless the site is regulated by the Leaking Underground Storage Tank Program) and proceed in accordance with the applicable regulations for that program, and 2) provide a detailed scope of work for each on-site task, describing all aspects of the proposed field work.

A municipality may apply for a grant to conduct eligible activities at municipally owned or privately owned properties, however the municipality must have legal access to the project site(s).

Grant Amounts

Pursuant to Section 58.13(a)(4) of the Act, grants shall be limited to a maximum of \$240,000.00, and no municipality shall receive more than this amount. A municipality should request an initial grant amount of \$120,000.00 or less, and later amend the grant upwards to the maximum amount of \$240,000.00.

Grant awards are distributed as reimbursement of costs incurred by the municipality. Grant amounts shall not exceed 70% of the specific project amount. Specific projects may be a single phase of a larger project (i.e., a Phase II environmental assessment as a prelude to a larger project). Municipalities are required to share in any grant award through a 70/30 match (70% grant, 30% match). See examples below.

MBRG Project Costs	Maximum Grant Award
\$50,000	\$35,000
\$100,000	\$70,000
\$171,429	\$120,000
\$342,857	\$240,000

Municipalities are required to provide a list of funds allocated for or committed to this proposed MBRG project by source and amount.

Grant Match

The 30 percent match may be comprised of a monetary match, in-kind services, or a combination of both. In-kind services mean that a municipality may count city personnel and equipment costs used for grant eligible activities towards the match. A municipality must track its match contributions to the project, but does not need to report it on a quarterly basis. At the end of the grant project, a Match Funding Certification form must be submitted with the Final Report, certifying that the required local match has been met. Match-eligible activities must correspond to the project schedule in the grant application approved by the Illinois EPA.

Eligible Expenses

Costs eligible for payment from the MBRG include those for brownfields site investigation, characterization, development of remediation objectives, development and implementation of corrective action plans, and for materials or services provided or performed in conjunction with these activities. Such activities and services may include, but are not limited to:

1. Site Remediation Program enrollment costs and Illinois EPA oversight costs of participating in the Site Remediation Program;
2. Reasonable environmental consultant oversight services;
3. Remedial investigation and design;
4. Development and implementation of activities necessary to establish remediation objectives;
5. Laboratory services necessary to characterize the site and establish cleanup objectives;
6. Installation and operation of groundwater investigation and monitoring wells;
7. Development and implementation of a soil-sampling plan;
8. Development of a groundwater corrective action system;
9. Development of a soil corrective action plan;
10. Costs associated with seeking reimbursement from the MBRG including, but not limited to, completion of documentation for partial or final payment;
11. Purchase costs for non-expendable materials, supplies, equipment or tools purchased and used for the MBRG project; and
12. Development and implementation of corrective action plans.

Ineligible Expenses

Costs ineligible for payment from the MBRG include, but are not limited to:

1. Costs or losses resulting from business interruption at the specific site;
2. Costs associated with improperly installed sampling or monitoring wells;
3. Costs associated with improperly collected, transported or analyzed soil and groundwater samples;
4. Costs associated with geotechnical sampling and study;
5. Costs associated with marketing the site for sale or redevelopment;
6. Costs associated with land acquisition;

7. Costs related to community outreach beyond what is recommended under the Site Remediation Program;
8. Interest or finance costs charged as direct costs;
9. Insurance costs charged as direct costs;
10. Costs for services performed outside the scope of the Illinois EPA-approved project;
11. Costs incurred prior to execution of the formal grant agreement;
12. Costs associated with an asbestos study or survey conducted within or associated with a structure or dwelling, including sample collection and analysis;
13. Costs associated with a lead paint study or survey conducted within or associated with a structure or dwelling, including sample collection and analysis;
14. Costs associated with demolition;
15. Costs associated with resampling, when it has been determined that such resampling is necessary due to failure by the consultant to follow standard procedures or advice or direction from the Site Remediation Program; and
16. Costs for expediting of lab analysis of samples, unless approved in advance by the Illinois EPA.

Grant Payment

The Illinois EPA shall use reimbursements to the grantee as the method of payment of grant funds.

Reimbursement Requests

To obtain reimbursement from the MBRG, the grantee shall submit a request for reimbursement in writing to the Illinois EPA on forms provided by the Illinois EPA with documentation, including the activities performed, who performed them, hourly rates, the time frame in which the activities were performed and a detailed breakdown of the costs incurred, to demonstrate that the grantee has incurred the costs for which reimbursement is sought. The Illinois EPA must be able to easily correlate the items and activities of each reimbursement request to the approved budget and work plan before payment can be made. All reimbursement requests must clearly designate the work period during which costs were incurred, and must be submitted to the Illinois EPA by the municipality.

Payment Schedule

The grantee may submit an initial request for reimbursement at any time after the costs for which reimbursement is sought have been incurred. Subsequent requests for reimbursement from the MBRG must be spaced at least 90 days apart, except that the grantee may submit a final reimbursement request no more than 90 days after either the most recent prior request or completion of approved grant activities.

Grant Time Frame

Grant funds must be expended no more than three years after the effective date of the grant award, except for grantees who were issued a grant on or before January 1, 2002, in which case grant funds in excess of \$120,000.00 must be expended no more than three years after the effective date of the grant amendment. The exception also applies for grantees whom the Illinois EPA determines would thereby be prohibited from successfully accomplishing the project goals set forth in the Illinois EPA-approved grant agreement, in which case grant funds must be

expended by a date set by the Illinois EPA. Such Illinois EPA determination must be based on written documentation from the grantee as set forth in 35 IAC 885.240(c)(2)(A-D).

Reporting Requirements

The grantee must submit quarterly progress reports to the Illinois EPA using forms provided by the Illinois EPA during the term of the grant. Each progress report should be a short narrative of the activities performed and the dates they were performed during that quarter. The Quarterly Progress Reports must also include, but not be limited to, the date the site was enrolled in the Site Remediation Program and a copy of the enrollment application, any change in ownership or intended use of the Brownfields site, any land use changes within the quarter, and any deviations from the grant application work plan schedule.

The first quarterly report is due 30 days after the first 90-day period, which begins on the execution date of the formal grant agreement. Quarterly Reports are required even when no project activity occurs during the report period.

The grantee must submit a detailed Final Report to the Illinois EPA at the end of the grant term. In the Final Report, the grantee must at a minimum, provide an all-inclusive summary of how the tasks described in the approved project plan, including original scope of work and all approved amendments have been fulfilled; an evaluation of whether the projected benefits to the community were realized; an assessment of the overall project, taking into consideration problems that were encountered; how well the municipal officials communicated with the site owner and consultant, how the scope of work may have changed over time, and recommendations to improve the Illinois EPA's administration of the program; a description of what will happen next at the site and what the cleanup and redevelopment plans are; a budget summary indicating what areas of the project were over-budgeted and/or under-budgeted; photographs of the completed project sites; and a completed Match Funding Certification, on a form provided by the Illinois EPA, certifying that the required, local match has been met, in accordance with 35 IAC Section 885.245(b).

Municipalities are required to maintain their own records of match activities in accordance with 35 IAC Section 885.405. To ensure accurate records are kept for MBRG match, the Illinois EPA suggests the following information be maintained in the grantee's files:

- Cross-reference match activities and costs to tasks, services, and identified charges in the approved application.
- Designate the time period covered by the match.
- Summarize activities performed.
- Track dates work was performed and/or cost incurred.
- Track number of hours worked and hourly rate (can be reported on a weekly basis)
- Track names of the individuals performing the work.

Grant Application Review

All grant applications will be awarded on a competitive basis. The Illinois EPA shall take action on all pending complete municipal brownfields redevelopment grant applications at the close of each of two grant application periods per year, the first ending January 1 and the second ending July 1. The Illinois EPA may award and fund any grant prior to the end of a grant application

period provided that the grant applicant demonstrates that the brownfields redevelopment project for which the grant is sought is specific to one or more sites, remediation of the project site(s) is necessary to assure protection of human health and the environment, and failure to fund the grant prior to the end of the grant application period would substantially impair implementation of the project. The Illinois EPA shall, no more than 90 days after the close of each grant application period notify, in writing, each applicant with a pending application, if funding is available, of the applicant's selection or rejection for a grant award, or if funding is not available, of the unavailability of grant assistance.

In awarding grants, the Illinois EPA may give weight to geographic location during application review to enhance geographic distribution of grants across the state, as well as to new grantees over current grantees seeking an amendment. Grants shall be awarded on a competitive basis subject to availability of funds. Grants may be used for multiple sites.

III. Application Instructions

Please submit one original proposal and two copies. All original proposals should be typed, double spaced, on 8½ × 11 Post Consumer content recycled paper and must be prepared in the format described below.

PROPOSAL FORMAT

I. Cover Sheets

Use the three-page form provided in Appendix A. The cover sheets must be completed in full and signed by the duly authorized municipal official(s).

2. Abstract

The abstract should be approximately 150 - 300 words in length, should state clearly and concisely the goals and objectives of the proposed project, and should summarize the project plan.

3. Statement of Work

a. Background: Describe the negative effects brownfields have had on the local community and the positive effects funding and implementation of this proposed project will have. Describe local government involvement in this project and what additional involvement is planned.

Indicate whether the site is located in a Census Tract that is in a minor civil division and a place that has been determined by the Department of Commerce and Economic Opportunity to contain a majority of households consisting of low and moderate-income persons. Indicate if the site is located in an Enterprise Zone or not. If the site is in an Enterprise Zone, provide a map that identifies the duly designated Enterprise Zone and the specific site location.

Indicate whether the property is a municipally owned or privately held property. If the property is not municipally owned, explain why grant funds are requested for a privately held property, and discuss the anticipated benefit to the municipality for expending grant funds at a privately

held property. Provide property ownership information, tenant information, including tenant name, type of lease/rent and type of business.

Describe the anticipated long-term benefits of this project and the means by which the municipality will sustain these benefits. Describe how the success of the project will be measured.

The grantee must make a commitment that the site for which the grant is sought will be entered into the Site Remediation Program, to the extent that activities funded by the grant are eligible activities under the Site Remediation Program.

b. Project Plan: Describe all components and phases of the proposed project. Describe in detail all planned or proposed tasks, name the companies or individuals performing tasks, and include a schedule of the work plan by task, including significant activities and events. This plan must clearly designate who or what firms will perform the specific tasks funded by the MBRG and must include tasks performed by all subcontractors and specialty services.

Provide a detailed explanation of all anticipated expenses covered by the grant and a discussion of costs not covered by the grant, but anticipated to achieve the stated long-term project goals and measures. Include a designation of the total acreage of the brownfields site and the location of brownfields site by latitude and longitude.

Attachments to the plan should include:

- Map(s) indicating location(s) of the proposed project, areas affected by the proposed project and enterprise zone, if relevant to project.
- Letter of agreement or other documentation from the contractor or sub-contractors involved in or responsible for components of the proposed project.
- Letters of agreement or other documentation showing that the applicant has secured the site(s) for the project or has, at a minimum, obtained a commitment from the appropriate entity to allow access to the site(s) at which this proposed project will be occurring.
- Photographs of the site(s) and adjacent area are not required, but highly recommended.

For sites where soil and groundwater sampling will be conducted, the project plan must conform to the Site Remediation Program or Leaking Underground Storage Tank Program regulations, as appropriate. Indicate whether the type of No Further Remediation letter being sought for the site(s) will be focused or comprehensive, and include a discussion as to the sampling activities proposed to obtain the type of release letter being sought.

c. Organization and Management Plan of the Municipality: The plan must designate the project manager from the municipality who will serve as the liaison with the Illinois EPA. Describe previous project management or other related experience and capabilities of the project manager. Describe the organization, work assignments and experience of key project participants. This plan should cover all components and phases of the project. The plan must provide evidence showing the ability of the project manager to successfully organize, administer, and complete the project as specified in the proposal. This evidence must include relevant experience of all project team members and adequate staffing and budgetary allowances. All personnel identified

in this section must be accounted for in the budget proposal. Likewise, the responsibilities of any personnel included in the budget must be outlined in this section.

The following additional information should also be included:

- Contact list showing the names, titles, street and email addresses, and phone and fax numbers of municipal project managers and key staff from the environmental consultant/planner.
- Documentation showing resource commitment by the grantee.
- Proposed allocation of resources, both capital and labor, to the project.

d. Organization and Management Plan of the Environmental Consultant or Planner: Describe previous project management or other related experience and capabilities of the Environmental Consultant or Planner. Describe the organization, work assignments and experience of key personnel, and designate the primary contact person. This plan should cover all components and phases of the project. The plan must provide evidence showing the ability of the Environmental Consultant or Planner to successfully organize, administer, and complete the project as specified in the proposal. This evidence must include names, titles and relevant experience of all significant staff involved in this project. All personnel identified in this section must be accounted for in the budget proposal. Likewise, the responsibilities of any personnel included in the budget must be outlined in this section.

Provide a detailed description of the task(s) the consultant is to perform in the proposed project. Provide a statement that work will be performed as outlined in the application work plan approved as part of the application, including adherence to the work schedule.

The following items must be included:

- Copy of the consultant's current normal and customary billing rates.
- Relevant experience of all subcontractors to be used.
- Copy of each subcontractor's signed formal bid.

4. Budget

Use the budget forms provided in Appendix B. All entries on the budget form must be explained in detail in the project or organization and management plans. Round all amounts to the nearest dollar. Carry all percentages to one decimal place.

The following definitions should be referred to when completing the budget form:

Applicant's Match: Applicant's commitment to the project in the form of in-kind and/or cash investments.

In-Kind: Refers to personnel, equipment, etc., employed or purchased prior to the proposed project with applicant's funds, which are essential for and committed to the project. The cost assigned should be based on the current fair market value and prorated if applicable.

Monetary: All cash, whether from the applicant or other sources committed as match to the project.

Contributions from other sources must be identified, and explanation or justification of significant or unusual items or financial arrangements should be included in the form of budget notes, referring, where appropriate, to specific parts of the proposal text. List all third-party subcontractors to be involved in the project under Item D. of the budget form.

Entries on the budget forms should include the following:

Appendix B: Budget Summary Estimate Page

- Applicant's match should be broken down into Monetary vs. In-Kind Services columns;
- Check to be sure that Applicant's Match vs. Grant Dollars costs **match up** with the figures reflected on the budget breakdown sheets;
- Check to be sure that Total Costs add up for ***both rows and columns***;
- Check to be sure that Percentage of Total figures are rounded properly, accurate and add up to the required 70/30 split;
- Check for any transcription/typing errors prior to submitting the official application package.

A. Personnel Services Budget

- All personnel should be listed by name **and** title;
- All personnel for whom costs have been attributed to in this section **must** be accounted for in the Organization and Management Plan of both the Municipality and the Environmental Consultant/Planner as appropriate.

B. Equipment Budget

- All equipment items must be assigned a purchase price or rate (*i.e. hourly, daily, weekly, etc.*).

C. All Other Direct Costs Budget

- Costs must be described in reasonable enough detail to link their necessity back to the project proposal;
- All such costs must be assigned a purchase price or rate (*i.e. hourly, daily, weekly, etc.*);
- **Enrollment and oversight costs associated with the Site Remediation Program should be included in this section.**

D. Contractors & Subcontractors Budget

- **All** contractors/subcontractors providing professional services to the project must be broken down by firm and key staff assigned.
- All firms for which costs have been attributed to in this section **must** be accounted for in the Organization and Management Plan of the Municipality and/or Environmental Consultant.

Any person who knowingly makes a false, fictitious, or fraudulent material statement, orally or in writing, to the Illinois EPA commits a Class 4 felony. A second or subsequent offense after conviction is a Class 3 felony. (415 ILCS 5/44(h)).

Submit the MBRG Application to:

Illinois Environmental Protection Illinois EPA
Office of Brownfields Assistance
Bureau of Land #24
1021 North Grand Avenue East
P.O. Box 19276
Springfield, Illinois 62794-9276

For more information:

Office of Brownfields Assistance
217-782-6761



APPENDIX A

MUNICIPAL BROWNFIELDS REDEVELOPMENT
GRANT PROGRAM:
APPLICATION COVER SHEETS

Date of Application

Name of Municipality

Address P.O. Box

City State Zip Code County

Telephone Number Fax Number

Federal Employer Identification Number (FEIN)

Total Amount Requested from Illinois EPA \$ _____

Total Cost of Proposed Project \$ _____

Source and Amount of External Financing¹

Name \$ _____

Name \$ _____

¹ Designate for either match (30%) or funds to complete proposed project (i.e., costs in excess of match and grant amount)



APPENDIX B

MUNICIPAL BROWNFIELDS REDEVELOPMENT GRANT PROGRAM: PROPOSED BUDGET

Name of Municipality _____

SUMMARY ESTIMATE

	Applicant's Match		State Funding Requested	Total Cost
	Monetary ¹	In-Kind ²	Grant Dollars	
A. Personnel Services ³				
B. Equipment				
C. All Other Direct Costs				
D. Consultant, Contractor & Subcontractors				
Total				
Percentage of Total				100%

Note: Round all amounts to the nearest dollar and carry all percentages to one decimal place.
A detailed cost breakdown for each category must be provided on the following pages.

¹ External financing.

² Personnel, equipment, etc. employed or purchased prior to the execution of the proposed grant project.

³ Personnel services for applicant and primary consultant/planner.

BUDGET BREAKDOWN

A. PERSONNEL SERVICES List employees by name and title below.

A.1.	Applicant (In-house services)	Hourly Rate	Estimated Time on Project	Match Amount	Grant Amount	Total Cost
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
13.						
14.						
15.						
16.						
17.						
18.						
A.1 SUBTOTAL:						

BUDGET BREAKDOWN (continued)

<u>A.2.</u>	Primary Consultant/Planner (Project management and principal staff) Firm Name: _____	Hourly Rate	Estimated Time On Project	Match Amount	Grant Amount	Total Cost
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
13.						
14.						
15.						
16.						
A.2 SUBTOTAL:						
A. PERSONNEL SERVICES TOTAL:						

BUDGET BREAKDOWN (continued)

B. EQUIPMENT Equipment purchased with applicant's funds prior to execution of the proposed grant project may be considered "in-kind" contribution.

	Equipment	Rate ¹ or Purchase Price	Estimated Hours/Units	Match Amount	Grant Amount	Total Cost
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
				B. SUBTOTAL:		

¹ Designate if rate is hourly, daily, weekly or monthly.

BUDGET BREAKDOWN (continued)

C. ALL OTHER DIRECT COSTS

Include costs to participate in the Site Remediation Program, computer services, duplicating, materials/supplies, postage, publication charges, telephone, fuel, automobile operations, etc. List all items in reasonable detail.

	Equipment or Service	Rate ¹ , Purchase Price or Direct Cost	Estimated Hours/Units	Match Amount	Grant Amount	Total Cost
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
C. SUBTOTAL:						

¹ Designate if rate is hourly, daily, weekly or monthly

BUDGET BREAKDOWN (continued)

D. CONTRACTORS & SUBCONTRACTORS

List all vendors, contractors and subcontractors providing professional services by firm. Details of vendors, contractors and subcontractors, including names of key staff assigned to project, must be attached.

	Firm Name	Match Amount	Grant Amount	Total Cost
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
	D. SUBTOTAL:			

EXAMPLE

APPENDIX C

MUNICIPAL BROWNFIELDS REDEVELOPMENT GRANT PROGRAM: EXAMPLE GRANT AGREEMENT

THIS AGREEMENT is entered into this ____ day of _____, 20__¹, between _____ (hereinafter referred to as the GRANTEE) and the Illinois Environmental Protection Agency (hereinafter referred to as the AGENCY). The following documents are incorporated herein by reference and made part of this Agreement: 1) grant application completed by GRANTEE, dated _____, including budget forms and grant application amendments, and 2) grant award notification.

I. Description of Grant

1. Award Type

(__) Initial (__) Amendment

2. Grantee Municipality

a. Municipality Name, Address, Telephone:

b. Contact Person/Telephone: _____

c. FEIN No. _____

3. Project Cost

a. Grant Amount _____

b. Local Share _____

c. Total Cost _____

4. Timeframe for Grant Project:²

a. Beginning Date: _____

b. End Date: _____

¹ The Agency will date the formal agreement upon receipt from the grantee. This date will be the first day that activities related to the grant will be reimbursable.

² The Agency will fill in the timeframes for the grant project upon receipt from the grantee. The grant period shall begin on the date that the Agency receives the signed agreement from the municipality—and shall extend for three (3) years after such date.

EXAMPLE

5. Grant Budget

The complete grant budget is contained in the attached grant application. Budgeted costs include:

<u>Cost Category</u>	<u>Project Cost</u>	<u>Maximum Grant Amount - 70%</u>
Direct Labor Costs	_____	_____
Other Direct Costs	_____	_____
Subagreements	_____	_____
Total Project Cost	_____	_____

II. AGENCY Agreements

The AGENCY hereby agrees to provide financial assistance to the GRANTEE, in accordance with the authority provided under Section 58.13 of the Illinois Environmental Protection Act, 415 ILCS 5/58.13, using funds appropriated for this purpose by the Illinois General Assembly, in a sum not exceeding the amount specified to be the grant amount in Section I.3.a of this Agreement, for the brownfields redevelopment project detailed in the attached grant application. Provided, however, that obligations of the State will cease immediately, without further payment being required, if in any fiscal year the Illinois General Assembly or federal funding source fails to appropriate or otherwise to make available sums sufficient to fund the grant that is the subject of this Agreement.

This grant commitment is subject to all applicable State and Federal statutory and regulatory provisions, AGENCY rules governing brownfields redevelopment grants as contained in 35 Ill. Adm. Code 885, and the terms specified in the grant award notification, attached hereto and incorporated herein by reference.

1. Reimbursement

The AGENCY agrees to reimburse the GRANTEE, in accordance with the AGENCY rules governing brownfields redevelopment grants as contained in 35 Illinois Administrative Code, Part 885.

2. Downward Renegotiations/Recoupment

The AGENCY reserves the right to renegotiate the grant award downward or to recoup grant sums paid to the GRANTEE if the cost summary information set forth in the attached grant application and in Section I.5. of this Agreement is determined, as a result of audit or review, not to have been complete, current and accurate as of the date of execution of this Agreement.

EXAMPLE

III. GRANTEE Agreements

1. GRANTEE Representative

The GRANTEE names _____ (name, title) as its authorized representative, authorized to sign all documents necessary to implement and process the grant, including grant agreement documents and reimbursement request forms.

2. Review or Audit of GRANTEE Accounts

The GRANTEE agrees to provide to the AGENCY any federal or state agency reviews or audits of GRANTEE accounts or records performed in connection with any federal or state grant or contract within the past twelve months.

3. Compliance with Laws and Regulations

The GRANTEE agrees that it has not violated any law pertaining to fraud, bribery, graft, kickbacks, collusion, or conflict of interest or engaged in any other unlawful or corrupt practice in obtaining the grant and will not violate any such law or engage in any such practice in implementing the brownfields redevelopment project funded by the grant award that is the subject of this Agreement.

4. Project Implementation/Completion

The GRANTEE has reviewed the regulatory provisions governing brownfields redevelopment grants, and agrees to comply with all applicable requirements. The GRANTEE agrees to comply with all applicable requirements set forth in 35 Ill. Adm. Code 885. The GRANTEE has or will obtain the engineering, managerial, legal, institutional and financial capability necessary to ensure completion of the project described in the grant application.

5. GRANTEE Share

The GRANTEE agrees to provide the sum specified in Section 1.3.b. of this Agreement as the local share of the project cost, in the form of cash or certification of local in-kind commitment from the GRANTEE or other governmental agencies.

6. Use of Grant Funds

The GRANTEE agrees to use grant funds awarded by the AGENCY solely for the purposes of the brownfields redevelopment project described in the attached grant application.

7. Commitments in Grant Application

The GRANTEE agrees to abide by the representations and schedule set forth in the attached grant application, including the submittal of payment requests and progress reports.

EXAMPLE

8. Indemnification

The GRANTEE agrees to assume the entire risk, responsibility and liability for any and all loss or damage to property owned by the GRANTEE, the AGENCY or third persons, any injury to or death of any persons (including employees of the GRANTEE) caused by, arising out of, or occurring in connection with the execution of any work, contract or subcontract arising out of this grant award, and to indemnify, save harmless and defend the State of Illinois and the AGENCY from all claims for any such loss, damage, injury or death, whether caused by the negligence of State of Illinois, the AGENCY, their agents or employees or otherwise consistent with the provisions of "An Act in relation to indemnity in certain contracts" 740 ILCS 35/1 et seq. The GRANTEE further agrees to require that any contractor or subcontractor engaged by the GRANTEE agree in writing to look solely to the GRANTEE for performance of such contract or satisfaction of any and all claims arising thereunder.

IV. Execution of Agreement

THE PARTIES TO THIS AGREEMENT by their signatures acknowledges that they have read and understand this agreement and intend to be bound by its terms.

Any person who knowingly makes a false, fictitious, or fraudulent material statement, orally or in writing, to the Illinois EPA commits a Class 4 felony. A second or subsequent offense after conviction is a Class 3 felony. (415 ILCS 5/44(h)).

GRANTEE MUNICIPALITY

ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

By: _____

By: _____

Douglas P. Scott, Director

Name: _____

(Print or Type)

Date

Title: _____

Date: _____

By: _____

Lisa K. Bonnett, Acting Deputy Director

Attest:

Date

By: _____

Name: _____

(Print or Type)

Title: _____

Date: _____