

REQUEST FOR PROPOSAL/ QUALIFICATIONS
Implementation of the EPA Brownfields Multipurpose Grant
The Town of Clarksville, Indiana
Award Number BF-00E03050-0

Overview

The Civil Town of Clarksville, Indiana (“The Town”) was awarded a United States Environmental Protection Agency (“USEPA”) Multipurpose Brownfields Grant to implement cleanup and assessments activities for the ORIGIN Park Ohio Riverfront Project (“Project”). This project will allow the Town, located within Clark County, Indiana, to complete a Phase II Environmental Site Assessment, remediation, and site planning associated with brownfield sites that have been identified by the nonprofit River Heritage Conservancy as within the footprint of a new 600-acre world-class riverfront park. This Request for Qualifications (“RFQ”) will result in the selection of a consultant or consultant team to support this project.

The southern Indiana Town of Clarksville (pop. 21,336) is located on the north bank of the Ohio River, directly across from Louisville, Kentucky and is part of the Louisville, Kentucky Metropolitan area (pop. 1.3M). The unique ecological setting of the West Ohio Riverfront in Clarksville has shaped the environmental and cultural history of the region. From the 400 million-year-old Devonian Era fossil beds to the migratory route of the Buffalo, the diverse ecology attracted prehistoric tribes over 12,000 years ago. Fast-forwarding to the 1700s, the Town was the first American settlement in the Northwest Territory. The beautiful setting inspired George Rogers Clark to build a cabin on the elevated bluff the area in 1784. It is also the departure site where the Lewis and Clark Expedition began on their way to explore the Louisiana Purchase (1803). During the 19th century, the riverfront of Clarksville was heavily industrialized. Saw, flour, cement, and gristmills populated the riverfront. As this industry waned, significant industrial development continued along the river with prominent sites such as the Ohio Falls Car and Locomotive Company, the Colgate factory complex, large lumber mills, a network of railroads, and an oil refinery. The Colgate factory closed in 2007 and the oil refinery closed in 2011 resulting in a combined \$10.3 MM tax loss for both to date. The Targeted Area contains some of the most significant cultural, historical, environmental, and recreational resources found anywhere on the Ohio River. Preserving history and the ecology of the Targeted Area is a core culture of the Town’s residents.

Project Summary:

The planned primary use of grant funds will be for assessment/remediation of the Cab-X and Graveyard Auto sites, along with possible assessment of other sites in the redevelopment footprint of Origin Park. The Cab-X Site was originally agricultural in the 1939-1960s and since that time has historically been used as an unregulated waste disposal area, commonly referred to as a landfill. This landfill has an inadequate cap, and the waste material was not sampled and analyzed as part of the site characterization. Groundwater analytical results indicated elevated levels are present exceeding the IDEM Remediation Closure Guide (RCG) screening levels for semi-volatile organic compounds (SVOCs) and metals.

The Graveyard Auto Site appeared as undeveloped land with scattered wooded portions and a pond (1938-1946), developed with several buildings and a driveway (1949), a trailer park (1955-1978), and an auto junkyard (1983-2016). The USEPA in 2019 completed time-critical removal activities of 4,026.65 tons of metals-impacted soil, 5 drums of hazardous solid waste, 5 gallons of PCB waste, 30 pounds of fluorescent bulbs, 2.14 tons of empty RCRA drums, and 83.3 tons of construction debris completed at the Town's request. Soil and groundwater analytical results subsequent to the removal indicated elevated levels are present exceeding the IDEM RCG screening levels for SVOCs and metals.

Background

For this project, the Town's Targeted Area encompasses census tract 504.01 (a certified Opportunity Zone (OZ)). It is bound to the South by a 3-mile stretch of the Ohio River, Silver Creek to the west, east is Highway US 31/I-65 and north is SR 62. Targeted Area residents live in modest neighborhoods adjacent to 400 acres of brownfields consisting of junkyards, auto salvage, recycling, open dumps, and other industrial uses. Clark community and catholic schools are located just blocks away from the Targeted Area. Many of these brownfields are magnets for vandalism, crime, illicit drug use, and the homeless population, thus, since 2011, the Town has slowly acquired and rapidly assessed unsafe brownfields sites for the development of the iconic urban ORIGIN Park on the Ohio River. The EPA Funding offered by this grant is critical for continued assessment and cleanup of these waterfront lands to deter resident exposure to contaminants and minimize contaminant releases to the Ohio River and to Silver Creek, and our diverse ecological habitats. Transformation of the area will reconnect the Town with its riverfront heritage as well as the significant cultural and civic assets for the region.

Description of the Priority Brownfields Sites: The Town has identified 30 potential brownfields (former manufacturing plants, salvage yards, open dumps) in the 400-acre Targeted Area. Previous assessments conducted across the Targeted Area have identified environmental contaminants that include volatile organic compounds (VOCs), semi-volatile organic compounds (SVOCs), polychlorinated biphenyls (PCBs), and metals including lead, arsenic, mercury, zinc and other pollutants in the soil, groundwater, and sediments. Many of these sites are located 2-3 blocks from neighborhoods and exposure can potentially affect the health and welfare of residents-particularly sensitive populations through direct contact, ingestion, and inhalation due to airborne particulates. The riverfront transformation to the regional urban ORIGIN Park is part of a long-term strategy being implemented for all priority sites described below. All priority sites are either owned by the Town or will be owned by the Town or the River Heritage Conservancy by 2023.

Site 1- Graveyard Auto: The Town-owned 10.3-acre Graveyard Auto Site is located on the banks of Silver Creek (and a floodway), a ½ mile upgradient of the Ohio River. It is located 1/3 mile from residential neighborhoods and a catholic high school. The automobile salvage yard operated from 1983 to 2016. Building debris, numerous drums, and an aboveground storage tank were abandoned onsite. Junk cars, mobile homes, and piles of scrap metal remain located throughout the site. The Town requested and received the EPA (On Scene Coordinator) assistance to remove 30 leaking/abandoned drums with oil. Contaminants of Concern (COCs) are RCRA metals including lead and arsenic in the soils. Naphthalene impacts in the groundwater was discovered; however, contaminant levels were below risk levels for the reuse scenario as a community park. Further

soil/groundwater assessment conducted by the Town and based on the future use, determined the lead impacts in the soil and miscellaneous solid waste must be addressed.

Site 2- Cab-Ex: Located on and in the floodplain of the Ohio River and just blocks from residences, the 21-acre unregulated waste disposal facility operated for 30 years since 1980. Various assessments identified arsenic in soils. The existing cap is compromised, and leachate seeps need to be prevented. Sediments on-site exceed freshwater sediment values for arsenic, barium, lead, manganese, nickel and zinc and will be remediated with this grant. Additional soil COCs are VOCs and methane.

Site 3- Recycling Transfer Station: The site operates as a recycling facility for ferrous and non/ferrous metals and is within the 100-year floodplain. Located 2 blocks from residences, the 10.3-acre former landfill (1940-1975) also formerly operated as an asphalt plant (1980s/1990s), and reportedly contains one closed-in-place underground storage tank (UST). A Phase II (2011) prior to development as a Recycling Transfer Station reported soils and groundwater impacted with arsenic, lead, benzo(a)anthracene, benzo(b)fluoranthene, dibenz(a,h)anthracene. Antimony was also identified in the groundwater.

Scope of Work

The Town is seeking professional services of a consultant or consultant team to complete the following Scope of Work in compliance with USEPA requirements. **The consultant will perform Phase I and Phase II environmental assessments and oversee cleanup activities within the ORIGIN Park footprint and within the identified Target Area (census tract 504.01). The contract will be based upon a professional services agreement and is contingent upon receipt of EPA grant funding in Award No. BF-00E03050-0. The Contract will not exceed specified administrative activities related to completion of attached work plan that is attached to this RFQ.**

Services and Deliverables

This project should be conceived of in two phases. First, there will be a Due Diligence Phase, wherein data, stakeholder input, and site assessment work shall be completed. Next, the project will have an Implementation Phase, in which the consultant(s) shall support implementation of various abatement, remediation, and reuse planning tasks. It is anticipated that there will be some overlap of these activities. Administrative support for documentation, meeting notes, ACRES report completion, Indiana Brownfields reports and requests, and other tasks are assumed to be included as part of this effort.

Due Diligence Phase

Phase II Environmental Site Assessment (ESA):

Phase II ESA activities must be conducted in accordance with current American Society for Testing Materials (ASTM) ASTM standards. Phase II ESA activities will include preparation of an Analysis of Brownfield Cleanup Alternatives (ABCA) and Quality Assurance Project Plans (QAPPs), consisting of information about the site and contamination issues (i.e., exposure pathways, identification of contaminant sources, environmental condition of soil, surface water, groundwater, or other affected media in accordance with EPA and TCEQ approved regulations); cleanup

standards; applicable laws; alternatives considered; and the proposed cleanup, clean up verification, and post clean up sampling.

Community Outreach:

Community Outreach includes (but may not be limited to) activities related to community and stakeholder engagement and involvement, including but not limited to meetings with community stakeholders and municipal staff, educational events, and the educational/informational materials on behalf of the project. Cleanup activities shall require a site-specific Community Relations Plan that includes providing reasonable notice, opportunity for involvement, response to comments, and administrative records that are available to the public Reference to EPA investments in this project must be considered during all phases of community outreach.

Implementation Phase

Cleanup Planning and Remedial Action Plan:

Cleanup Planning includes activities related to the development of Analysis of Brownfields Cleanup Alternatives (ABCA) summarizing information about the site and contamination issues, cleanup standards, applicable laws, cleanup alternatives considered, and the proposed cleanup. ABCAs shall include information on the cleanup effectiveness, the cost of each proposed cleanup alternative, and an analysis of the reasonableness of the various cleanup alternatives considered including the one chosen. ABCAs shall include the consideration of reuse options consistent with public health environmental objectives at the site and, where appropriate, include options for greener, sustainable cleanups and waste diversion.

It is anticipated that this planning will result in an implementable Remedial Action Plan that is consistent with USEPA requirements for relevant contaminants. Remediation must be consistent with reuse objectives. The Cleanup Plan and Remedial Action Plan will guide the abatement and remediation portion of this project.

Abatement and Remediation:

Remediation and abatement of lead-based paints and asbestos containing materials, as well as other contaminants of concern, is considered as a component of this project. Consultant(s) shall address a strategy to allow for a substantial portion of the project budget to be utilized for on-site remediation. Because the scope of this is not yet determined, the proposal shall allow for some flexibility in applying funds toward this scope item.

Project Deliverables

The following are anticipated to be the minimum project deliverables for completion of this work. Additional tools, resources, and ideas that may provide added value to achieve the objectives outlined above are encouraged for submission:

- Phase II Environmental Site Assessment. QAPP, Phase I and Phase II Reports, Community Relations Plan, etc.

- Completion of required reporting including EPA progress, ACRES data, MBE/WBE forms, the Administrative record, Davis-Bacon reporting, Final reports, and other reports that may be required.
- Stakeholder Facilitation, including documentation of input, surveys, and communications
- Remediation of contaminants, as outlined in the Remedial Action Plan
- Project Administrative Support

Consultant Criteria

Participating consultants shall demonstrate capacity to meet the following minimum requirements:

- Consultant has at least one (1) full-time Indiana licensed professional geologist in good standing on staff.
- Consultant has at least one (1) full-time Indiana professional engineer in good standing on staff.
- Consultant has at least one (1) full-time Environmental Professional as defined in current ASTM Standard.
- Consultant has a minimum of ten (10) years' professional engineering or professional geological experience.
- Consultant must have a minimum of \$1,000 in Professional Errors and Omissions Insurance and \$1,000,000 in General Liability Insurance.
- Consultant required to be knowledgeable in all applicable federal and State of Indiana environmental regulations relating to environmental assessments and remediation.
- Consultant shall use properly accredited analytical laboratories capable of performing the required tests to support professionals engaged in environmental projects.
- Consultant shall have significant experience in revitalization and redevelopment projects for municipalities and institutions. The selected qualified firm may be retained to perform the specific project/tasks outlined below and/or other related tasks.
- Consultant shall illustrate an understanding of the project area, including stakeholders and other project participants.
- Consultant shall have planning and facilitation experience, ideally through USEPA funded projects, if possible.
- Consultant must have appropriate professional licensure, certifications, and experience to complete this work in the State of Indiana
- Consultant must agree to comply with the current EPA general terms and conditions related to the grant award
- Consultant must agree to comply with requirements of EPA's Disadvantaged

Business Enterprise (DBE) Program for procurement activities

- Consultant(s) must show ability to provide abatement and remediation services, as needed. These services must be anticipated, as the Phase II Environmental Site Assessment is a Scope of Work item, as outlined below.

RFQ Submission Requirements:

1. Cover Letter not to exceed one page, signed by an individual(s) authorized to bind the Respondent contractually. The cover letter must include the name, title, address, email address and telephone number of one or more individuals who can respond to requests for additional information. Limit Submission to 15 pages maximum (not including the Cover Letter).
2. Provide an organizational chart for the proposed project team. Include summaries and resumes of at least three (3) key project personnel, with emphasis being placed on experience that will be directly applicable to this contract. Attach one page resumes of each personnel.
 - a. The Town reserves the right to reject any key personnel proposed if it is determined in the Town's best interest. All key personnel must be committed to the project at all applicable times. Qualifications and experience of key personnel shall be factored into the evaluation process; therefore, key personnel shall not be replaced without the approval of the Town. Any approved substitutions for personnel shall be of equal or better qualifications.
3. Provide a summary (not to exceed two pages) describing your approach and experience with EPA Brownfields projects. Please include your experience in developing and maintaining the Administrative Record with respect to cleanup planning/remediation as well as complying with Davis-Bacon Prevailing Wage Terms associated with remediation of hazardous and petroleum contaminants.
 - a. Experience should include involvement with Environmental Protection Agency EPA, especially within Indiana.
4. Include resources and staffing that your firm will provide directly and those to be subcontracted
5. If subcontractors are known, include their role, contact name, business name, address, and contact phone number.
6. If your firm is a Minority or Women's Business Enterprise, please attach evidence of the certification. If Minority or Women's Business Enterprise firms (MBE/WBE) are to be included in the project team, please attach a one-page letter from each firm indicating their desire to be included in the project team and a very general statement of the scope of service they will provide if the team is selected.
7. Provide an estimated time schedule to address the types of tasks and the person(s) performing the tasks in the form of a Gant Chart or detailed timeline.

8. Provide **one-page descriptions** of three projects which best show the capability of the proposed team to provide the services required under this RFQ providing a reference, phone number, and email address for each project. Please clearly state the role of the people listed in the Organizational Management portion for each project listed in this RFQ. The work described must have been performed within the past five (5) years. None of the projects shall be for a confidential client and no more than one may be from the same client.
9. Please provide a minimum of three references for which the firm has conducted the required project deliverables outlined above in the scope of service and deliverables portion.

Selection Criteria (100 points total)

- Documentation supports strong background of firm and personnel in environmental consulting – **10 points**
- Organizational Chart & experience of key project personnel supports strong background/knowledge of environmental consulting in the State of Indiana – **10 points**
- Positive past performance, based on provided references and/or past Town Projects – **10 points**
- Inclusion of Minority &/or Women’s Business Enterprises (MBE/WBE) and explanation of how MBE/WBEs will be utilized– **5 points**
- Documentation supports strong background, understanding, and experience of firm with EPA projects – **10 points**
- Documentation supports strong background, understanding, and experience of key project personnel with EPA Brownfields projects, the Indiana Brownfields Program projects, and the Indiana Department of Environmental Management Remediation Closure.– **10 points**
- Description of three previous projects that reflect the abilities and experience of proposed team to carry out the required services – **10 points**
- Documentation clearly supports competency necessary to conduct Phase I and Phase II Environmental Site Assessments, cleanup planning, and possible additional related services – **10 points**
- Documentation clearly supports understanding of Brownfields, Town Priorities, and is clearly reflected in approach to *Community Outreach and Community Relations Plans* – **25 points**

Solicitation Schedule: Important Dates

Listed below are key dates for this RFQ:

- **Proposed Date of RFQ Issued:** 10/27/2021
- **Questions Due (by email only):** 11/12/2021
- **Submissions Due:** 11/27/2021
- **Notification of Intent to Award (*Estimated*):** 12/17/2021
- **Contract Start Date (*Estimated*)** 01/10/2022

Questions shall be submitted to Redevelopment Director Nic Langford at nlangford@townofclarksville.com

Proposal Submission Requirements- *Submission Requirements of RFQ*

Number of Copies: Submit **three (3) physical** copies of the RFQ and **one (1) electronic** copy of the RFQ by email to:

The Town of Clarksville

Mr. Nicolas Langford, Redevelopment Director

nlangford@townofclarksville.com

Suite 208, Clarksville Town Hall

2000 Broadway, Clarksville, IN 47129

The Town shall bear no responsibility for submitting responses on behalf of any respondent. Respondent(s) may submit their response to the Redevelopment Director any time prior to the stated deadline.

Attachments:

- A) Work Plan
- B) Grant Application
- C) Grant Award

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 5

77 WEST JACKSON BOULEVARD
CHICAGO, ILLINOIS 60604**Checklist for BF 104(k) Applications- Required Items To Be Submitted:**

(PLEASE download forms listed below from
<https://www.epa.gov/grants/epa-grantee-forms>
 see attached instructions)

SF-424 – APPLICATION FOR FEDERAL ASSISTANCE With original signature, including the following:

- SF-424 A, Budget by categories and indirect cost rate
- SF-424 B, Assurances for non-construction programs
- **SF-424 forms only needed if revisions required**

EPA Form 6600-06 – Certification Regarding Lobbying [Applicable if EPA funds are over \$100,000]

EPA Form 4700-4 – Pre-Award Compliance Review Report

EPA Form 5700-54 – Key Contact Form

Biographical Sketch/Narrative [Recipient Project Manager]

Work Plan [must be approved by EPA PO/PM prior to application submittal to region5applications@epa.gov]

EPA Provided Information for Application:

1. Catalog of Federal Domestic Assistance Number (CFDA)
 - 66.818 - Brownfields Assessment, Cleanup and Multi-Purpose Agreements
 - 66.815 - Brownfields EWDJT Cooperative Agreements
2. RFP numbers:
 - EPA-OLEM-OBLR-20- 06 : Request for Proposals for Brownfields Assessment Grants
 - EPA-OLEM-OBLR-20- 05 : Request for Proposals for Multi-Purpose Grants
 - EPA-OLEM-OBLR-20- 07 : Request for Proposals for Brownfields Cleanup Grants
3. Q#19 on 424 form: **Only Michigan is subject to E.O. 12372.**
4. Q#17 on 424 form: Grant Start and End Dates - **10/1/21 through 9/30/24 for Assessment, Cleanup grants, Multi-Purpose and EWDJT grants (3 years).**
5. Submit applications to: region5applications@epa.gov and to your EPA Project Officer/Project Manager

Application for Federal Assistance SF-424

* 1. Type of Submission:

- Preapplication
 Application
 Changed/Corrected Application

* 2. Type of Application:

- New
 Continuation
 Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received:

10/27/2020

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name: Town of Clarksville

* b. Employer/Taxpayer Identification Number (EIN/TIN):

35-6000980

* c. Organizational DUNS:

077871853

d. Address:

* Street1: 2000 Broadway

Street2:

* City: Clarksville

County/Parish:

* State: Indiana

Province:

* Country:

USA: UNITED STATES

* Zip / Postal Code: 47150

e. Organizational Unit:

Department Name:

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

* First Name:

Nicolas

Middle Name:

* Last Name: Langford

Suffix:

Title:

Redevelopment Director

Organizational Affiliation:

* Telephone Number: 812-283-1404

Fax Number:

* Email: nlangford@townofclarksville.com

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

Local Unit of Government - Town of Clarksville

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

EPA

11. Catalog of Federal Domestic Assistance Number:

66.818

CFDA Title:

Branfields Assessment, Cleanup, + Multipurpose Grants

*** 12. Funding Opportunity Number:**

EPA-OLEM-OBLR-20-05

* Title:

EPA Multipurpose Grants

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Town of Clarksville's Multipurpose Grant Application

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant **Hollingsw**

* b. Program/Project **Hollingsw**

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

* a. Start Date: **10/1/20**

* b. End Date: **9/30/2026**

18. Estimated Funding (\$):

* a. Federal	\$800,000
* b. Applicant	\$40,000
* c. State	
* d. Local	
* e. Other	
* f. Program Income	
* g. TOTAL	

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on .
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

Yes No

If "Yes", provide explanation and attach

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

**** I AGREE**

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name: **Nicolas**
Middle Name:
* Last Name: **Langford**
Suffix:

* Title: **Redevelopment Director**

* Telephone Number: **812-283-1404** Fax Number:

* Email: **nlangford@townofclarksville.com**

* Signature of Authorized Representative: 

* Date Signed: **7/9/20**

7/9/21^M



EPA-OLEM-OBLR-20-05
EPA Project Control Number

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Nicolas Langford, Redevelopment Director

Typed Name & Title of Authorized Representative

 7/9/21
Signature and Date of Authorized Representative

The public reporting and recordkeeping burden for this collection of information is estimated to average 15 minutes per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

Preaward Compliance Review Report for All Applicants and Recipients Requesting EPA Financial Assistance

Note: Read Instructions before completing form.

I. A. Applicant/Recipient (Name, Address, City, State, Zip Code)

Name:

Address:

City:

State: Zip Code:

B. DUNS No.

II. Is the applicant currently receiving EPA Assistance? Yes No

III. List all civil rights lawsuits and administrative complaints pending against the applicant/recipient that allege discrimination based on race, color, national origin, sex, age, or disability. (Do not include employment complaints not covered by 40 C.F.R. Parts 5 and 7.)

not applicable

IV. List all civil rights lawsuits and administrative complaints decided against the applicant/recipient within the last year that allege discrimination based on race, color, national origin, sex, age, or disability and enclose a copy of all decisions. Please describe all corrective actions taken. (Do not include employment complaints not covered by 40 C.F.R. Parts 5 and 7.)

not applicable

V. List all civil rights compliance reviews of the applicant/recipient conducted by any agency within the last two years and enclose a copy of the review and any decisions, orders, or agreements based on the review. Please describe any corrective action taken. (40 C.F.R. § 7.80(c)(3))

not applicable

VI. Is the applicant requesting EPA assistance for new construction? If no, proceed to VII; if yes, answer (a) and/or (b) below.

Yes No

a. If the grant is for new construction, will all new facilities or alterations to existing facilities be designed and constructed to be readily accessible to and usable by persons with disabilities? If yes, proceed to VII; if no, proceed to VI(b).

Yes No

b. If the grant is for new construction and the new facilities or alterations to existing facilities will not be readily accessible to and usable by persons with disabilities, explain how a regulatory exception (40 C.F.R. 7.70) applies.

VII. Does the applicant/recipient provide initial and continuing notice that it does not discriminate on the basis of race, color, national origin, sex, age, or disability in its program or activities? (40 C.F.R. 5.140 and 7.95) Yes No

a. Do the methods of notice accommodate those with impaired vision or hearing? Yes No

b. Is the notice posted in a prominent place in the applicant's offices or facilities or, for education programs and activities, in appropriate periodicals and other written communications? Yes No

c. Does the notice identify a designated civil rights coordinator? Yes No

VIII. Does the applicant/recipient maintain demographic data on the race, color, national origin, sex, age, or handicap of the population it serves? (40 C.F.R. 7.85(a)) Yes No

IX. Does the applicant/recipient have a policy/procedure for providing access to services for persons with limited English proficiency? (40 C.F.R. Part 7, E.O. 13166) Yes No

- X. If the applicant is an education program or activity, or has 15 or more employees, has it designated an employee to coordinate its compliance with 40 C.F.R. Parts 5 and 7? Provide the name, title, position, mailing address, e-mail address, fax number, and telephone number of the designated coordinator.

Anita Neeld, Human Resources Director, 2000 Broadway, Clarksville, IN 47129, aneeld@townofclarksville.com

- XI. If the applicant is an education program or activity, or has 15 or more employees, has it adopted grievance procedures that assure the prompt and fair resolution of complaints that allege a violation of 40 C.F.R. Parts 5 and 7? Provide a legal citation or Internet Address for, or a copy of, the procedures.

Yes, Title VI Plan: https://www.townofclarksville.com/wp-content/uploads/2020/10/signed_titleVI_implementation_plan.pdf

For the Applicant/Recipient

I certify that the statements I have made on this form and all attachments thereto are true, accurate and complete. I acknowledge that any knowingly false or misleading statement may be punishable by fine or imprisonment or both under applicable law. I assure that I will fully comply with all applicable civil rights statutes and EPA regulations.

A. Signature of Authorized Official



B. Title of Authorized Official

Redevelopment Director

C. Date

7/9/21

For the U.S. Environmental Protection Agency

I have reviewed the information provided by the applicant/recipient and hereby certify that the applicant/recipient has submitted all preaward compliance information required by 40 C.F.R. Parts 5 and 7; that based on the information submitted, this application satisfies the preaward provisions of 40 C.F.R. Parts 5 and 7; and that the applicant has given assurance that it will fully comply with all applicable civil rights statutes and EPA regulations.

A. *Signature of Authorized EPA Official

B. Title of Authorized Official

C. Date

EPA KEY CONTACTS FORM

Authorized Representative: *Original awards and amendments will be sent to this individual for review and acceptance, unless otherwise indicated.*

Name: Prefix: **First Name:** KEVIN **Middle Name:**
Last Name: BAITY **Suffix:**
Title: TOWN MANAGER

Complete Address:

Street1: 2000 BROADWAY
Street2:
City: CLARKSVILLE **State:** IN: Indiana
Zip / Postal Code: 47150 **Country:** USA: UNITED STATES
Phone Number: 812-283-1500 **Fax Number:**
E-mail Address: KBAITY@TOWNOFCLARKSVILLE.COM

Payee: *Individual authorized to accept payments.*

Name: Prefix: **First Name:** NICOLAS **Middle Name:**
Last Name: LANGFORD **Suffix:**
Title: REDEVELOPMENT DIRECTOR

Complete Address:

Street1: 2000 BROADWAY
Street2:
City: CLARKSVILLE **State:** IN: Indiana
Zip / Postal Code: 47150 **Country:** USA: UNITED STATES
Phone Number: 812-283-1404 **Fax Number:**
E-mail Address: NLANGFORD@TOWNOFCLARKSVILLE.COM

Administrative Contact: *Individual from Sponsored Programs Office to contact concerning administrative matters (i.e., indirect cost rate computation, rebudgeting requests etc).*

Name: Prefix: **First Name:** NICOLAS **Middle Name:**
Last Name: LANGFORD **Suffix:**
Title: REDEVELOPMENT DIRECTOR

Complete Address:

Street1: 2000 BROADWAY
Street2:
City: CLARKSVILLE **State:** IN: Indiana
Zip / Postal Code: 47150 **Country:** USA: UNITED STATES
Phone Number: 812-283-1404 **Fax Number:**
E-mail Address: NLANGFORD@TOWNOFCLARKSVILLE.COM

EPA KEY CONTACTS FORM

Project Manager: *Individual responsible for the technical completion of the proposed work.*

Name: Prefix: First Name: Middle Name:

Last Name: Suffix:

Title:

Complete Address:

Street1:

Street2:

City:

State:

Zip / Postal Code:

Country:

Phone Number:

Fax Number:

E-mail Address:

EPA Brownfields Biographical Sketch/Narrative for Town of Clarksville

Nicolas Langford, Redevelopment Director and Manager of Economic Development
Town of Clarksville, Indiana
2000 Broadway, Clarksville, IN 47129
812-283-1404
nlangford@townofclarksville.com

Nicolas will direct the brownfields initiative, serve as the fiscal manager for this project, ensure compliance with the Cooperative Agreement, work with River Heritage Conservancy (RHC) to prioritize sites selected for assessment and cleanup, conduct property owner and prospective developer communications, oversee the QEP and provide outreach and marketing activities. Mr. Langford has been with the Town for 3 years. Mr. Langford has a Masters' Degree in Public Administration from the University of Louisville. His educational focus was economic development, urban governance, and sustainability. Since the inception of the EPA grant term, he has served as the Town's program/grant manager and compliance auditor for the \$440,000 EPA Assessment Grant. Mr. Langford has also implemented a \$840,800 Indiana DNR Next Level Trails Grant, and \$750,000 of CDBG funds for small businesses impacted by COVID-19.

U.S. EPA BROWNFIELD MULTIPURPOSE GRANT
Draft Workplan for CERCLA Section 104(k)(2) & (3) Cooperative Agreement
Town of Clarksville
June 11, 2021

Project Period: October 1, 2021-September 20, 2026

Project Contact: Mr. Nic Langford, Redevelopment Director
Town of Clarksville
2000 Broadway, Clarksville, IN 47219
Phone: (812) 283 1404
nlangford@townofclarksville.com

CFDA: 66.818
CERCLA Authority: 104(k)(2)&(3)
DCN: STX
Budget: FY 2021
Appropriation: E4
Budget Org: 0500AG7
Object Class: 4114
Program Results Code (PRC): Hazardous Substances: 301D79 (Action Code: NY)
Petroleum Compounds: 301D79XBP (Action Code: OR)

This project supports Environmental Results Objective 1.3: Revitalize Land and Prevent Contamination. It will provide better leadership and management to properly clean up contaminated sites to revitalize and return land back to communities. Strategic measures: Assess and Cleanup Brownfields to make more brownfield sites Ready for Anticipated Reuse. Specifically, the recipient will characterize, assess, plan reuse of brownfield properties, and conduct planning and community involvement activities to encourage revitalization and reuse of brownfield sites. Project Period is 5 years.

Proposed Outputs & Outcomes:

The \$800,000 Brownfields Multipurpose Grant will allow the Town to conduct comprehensive community outreach, Phase I Environmental Site Assessments (ESAs), Phase II ESAs, develop Cleanup Plans, and remediate sites. The Town's overriding health and welfare concern for its community is the concentration of brownfield revitalization in the Targeted area. Remediating the brownfields will mitigate the impact these sites pose on the proximal sensitive populations, water and air quality, endangered species, and ecosystems. The expected outcome is reinforcing the Town's cultural identity, history, and heritage as well as promote health and wellness in the Targeted Area with the redevelopment of the area as ORIGIN Park.

A. Introduction

The Small Business Liability Relief and Brownfields Revitalization Act was signed into law on January 11, 2002. The Act amends the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), as amended, by adding Section 104(k). Section 104(k) authorizes the U.S. Environmental Protection Agency (EPA) to provide funding to eligible entities to inventory, characterize, assess, conduct planning related to, remediate, or capitalize revolving loan funds for, eligible brownfield sites. Entities are selected from proposals prepared in accordance with the Request for Proposals for the Brownfields Multipurpose Grant and submitted in a national competition. The Town of Clarksville was selected as a Brownfields Multipurpose Grant recipient in the amount of \$800,000 to conduct assessment, cleanup, and planning activities.

The Target Area is the West Ohio Riverfront in Clarksville. It is bound to the South by a 3-mile stretch of the Ohio River, Silver Creek to the west, east is Highway US 31/I-65 and north is SR 62. The unique ecological setting of the West Ohio Riverfront in Clarksville has shaped the environmental and cultural history of the region. From the 400-million-year-old Devonian Era fossil beds to the migratory route of the Buffalo, the diverse ecology attracted prehistoric tribes over 12,000 years ago. has shaped the environmental and cultural history of the region. Fast-forwarding to the 1700s, the Town was the first American settlement in the Northwest Territory. The beautiful setting inspired George Rogers Clark to build a cabin on the elevated bluff the area in 1784. It is also the departure site where the Lewis and Clark Expedition began on their way to explore the Louisiana Purchase (1803). During the 19th century, the riverfront of Clarksville was heavily industrialized. Saw, flour, cement, and gristmills populated the riverfront. As this industry waned, significant industrial development continued along the river with prominent sites such as the Ohio Falls Car and Locomotive Company, the Colgate factory complex, large lumber mills, a network of railroads, and an oil refinery, however, these industries ceased operations over the past 30 years. Currently, the targeted area contains a residential community adjacent to 400 acres of brownfields consisting of junkyards, auto salvage, recycling, open dumps, and other industrial uses.

The Town has identified 30 potential brownfields (former manufacturing plants, salvage yards, open dumps) in the 400-acre Targeted Area. Previous assessments conducted across the Targeted Area have identified environmental contaminants that include volatile organic compounds (VOCs), semi-volatile organic compounds (SVOCs), polychlorinated biphenyls (PCBs), and metals including lead, arsenic, mercury, zinc and other pollutants in the soil, groundwater, and sediments. Many of these sites are located 2-3 blocks from neighborhoods and exposure can potentially affect the health and welfare of residents-particularly sensitive populations through direct contact, ingestion, and inhalation due to airborne particulates. The riverfront transformation to the regional urban ORIGIN park is part of a long-term strategy being implemented for all priority sites described below. All priority sites are either owned by the Town or will be owned by the Town or the River Heritage Conservancy by 2023.

A team of three Clarksville staff will manage and implement the EPA Grant. Kevin Baity, Town Manager, will coordinate and oversee Town staff. Mr. Baity will also market the program,

administer public relations, and issue press releases on the program's status. Mr. Baity has served as Clarksville's Town Manager for over 4 years. He has 26 years in municipal management. During his career, he has overseen the current EPA coalition grant and the staff implementing the grant. He has experience with Housing and Urban Development, Community Development Block Grants (CDBG) and US Department of Agriculture grants.

Nic Langford, Redevelopment Director for the Town of Clarksville, will direct the brownfields initiative, serve as the fiscal manager for this project, ensure compliance with the Cooperative Agreement, work with RHC to prioritize sites selected for assessment and cleanup, conduct property owner and prospective developer communications, oversee the QEP and provide outreach and marketing activities. Mr. Langford has been with the Town for 2 ½ years. Mr. Langford has a Masters' Degree in Public Administration from the University of Louisville. His educational focus was economic development, urban governance, and sustainability. Since the inception of the EPA grant term, he has served as the Town's program/grant manager and compliance auditor for the \$440,000 EPA Assessment Grant. Mr. Langford is also currently implementing a \$840,800 Indiana DNR Next Level Trails Grant, and \$750,000 of CDBG funds for small businesses impacted by COVID-19.

Brittany Montgomery, Utility Director, will serve as a staff State and Federal procurement and compliance auditor for the project. Mrs. Montgomery has served in many roles relating to state and federal compliance for the last 8 years. Mrs. Montgomery's involvement will bring a great deal of experience to the project team to ensure a qualified environmental consultant can be selected quickly and in compliance with state and federal procurement requirements.

Acquiring additional resources includes the procurement of a qualified environmental professional (QEP), who will be selected in compliance with state and federal procurement requirements. The Clarksville Team members listed above will select the QEP. The selection review team will be led by Kevin Baity (Town Manager) who will make final decisions with the team input. Our process will be the same as the current grant. We will select a consultant experienced with the EPA and Indiana Brownfields Program, has Professional Geologists and Engineers on-staff, has the capacity to complete the project in 5 years, and has a proven track record of success with EPA Brownfields assessment and remediation projects.

B. Project Overview

Task 1: PROGRAMMATIC AND COMMUNITY OUTREACH

The Clarksville Team is responsible for:

- Generating the Work Plan in order for the Cooperative Agreement (CA) to be executed
- Set up and maintain the Grant project tracking and financial systems
- Monitoring Compliance with Cooperative Agreement Terms
- Retaining a Qualified Environmental Professional (QEP) in compliance with applicable federal procurement regulations
- Submitting Quarterly reports to the U.S. EPA
- Setting up and updating the Assessment, Cleanup, and Redevelopment Exchange System (ACRES) Submitting MBE/WBE/DBE reports and final project closeout documentation

- Attending the EPA National Brownfields Conference
- Developing Community Outreach Materials/Press Releases for Social Media outlets, local media outlets, the Town's Facebook Page, and the River Heritage Conservancy (RHC) and partner's websites. The Town expects up to 40 Public/Outreach meetings will be conducted through a mix of virtual and live events
- Requesting assistance from the County or State health departments as appropriate to understand and prioritize health risks at brownfield sites as needed

The QEP will be responsible to:

- Develop technical outreach materials and support technical reporting needed for outreach.

TASK 2: SITE ASSESSMENT

The QEP has specific education and experience required for complying with All Appropriate Inquiry, **the QEP will lead this activity and be responsible for:**

- Preparing and submitting a Quality Assurance Project Plan (QAPP) for U.S. EPA for approval
- Conducting Phase I and/or Phase II assessments in accordance with All Appropriate Inquiry (ASTM Standard E1527-13; ASTM E1903-19) and other ASTM standards/practices as required by the project
- Conducting assessments on Targeted Area sites and issue reports

The Town will be responsible for:

- Arranging site access for all site assessment activities and prioritize sites to meet needs of ORIGIN Park development
- Reviewing reports for accuracy and overseeing QEP to ensure individual assessments are progressing, and the overall project schedule is met

TASK 3: CLEANUP PLANNING

The QEP will lead this Task and be responsible for:

- Developing Cleanup Plans conducted in accordance with the IDEM, IBP, and any additional State programs for approval to support redevelopment plans for overall ORIGIN park design
- Developing the Assessment of Brownfields Cleanup Alternatives (ABCA) in order to evaluate needed institutional and engineering controls
- Coordinating agencies and necessary approvals for work to proceed

The Town will be responsible to:

- Identify potential clean-up resources to leverage towards cleanup of the sites that include blight clearance/demolition and other sources as mentioned

TASK 4: REMEDIATION

The QEP will lead this Task and be responsible for:

- Implementing current cleanup plans for 2 of the priority sites (Graveyard and Cab-Ex) that are already in the IDEM review process for recreational reuse of the site. The COCs are similar for both sites: VOCs, RCRA metals PAHs and methane (vapor).

The remediation work plans are based upon the Agency’s historical authorization to allow for the excavation and disposal of contaminated soil “hotspots” and impacted fill material. The replacement of clean soils and/or dense aggregate cap to protect future health and the environment will follow.

- Reducing disposal costs by segregating hazardous soils from non-hazardous soils.
- Collection of additional samples (using assessment grant funds) to further delineate the areas/fill requiring excavation-all dependent upon construction designs for park
- Development of HASP to apply to all personnel on-site during remediation
- Preparation of bid documents for proposed excavation including dust/erosion controls and temporary site fencing; solicitation of bids from qualified contractors; oversight of selected contractors
- Excavation of soil; segregation of soil and waste characterization of excavated materials to determine landfill disposal options
- Transportation of soils to approved landfill for disposal
- Placement of clean soil or dense aggregate cap in remediation area
- Confirmatory sampling
- Preparation of final reports and development of institutional controls/engineering controls for environmental covenants for submittal to the IDEM
- Environmental covenant is recorded as part of the Deed

Schedule

1st Quarter	<ul style="list-style-type: none"> • CA Compliance tracking and Financial Systems will be set up upon award of grant and maintained throughout term • QEP selected through competitive bidding process compliant with applicable laws • Staff will attend an EPA National Brownfields Conference. • A series of public project “kick-off” meetings will begin November 2021 with Town Stakeholders, RHC, and Partners. Community outreach activities will continue throughout the performance period of the grant.
1st – 4th Quarters	<ul style="list-style-type: none"> • Beginning January 2022, Quarterly reports will be submitted within 30 days of the end of the quarterly reporting period • Assessment activities will begin in the second quarter once EPA eligibility is approved. Phase I assessments will begin by February 2022, or earlier, and continue throughout the term of the grant • ACRES data submitted and continues throughout the term of the grant • Phase II assessments begin once EPA approves QAPP and associated SAPs anticipated by March 2022. Potential Site Characterization for both cleanup sites (Task 4. Remediation) will be conducted with these funds beginning the second quarter. • The Town staff and QEP will meet monthly to discuss priority sites, ensure required site access/eligibility have been secured, individual projects are progressing, and the overall project schedule is met throughout the term of the grant.

	<ul style="list-style-type: none"> The Town will meet regularly with River Heritage Conservancy to determine their specific project needs for redevelopment for overall park design and to identify funding gaps and types of resources needed (such as OCRA funding for demolition and cleanup, local TIF resources, etc.) throughout the term of the grant
5 th -6 th Quarters	<ul style="list-style-type: none"> Anticipated by October 2022, sites selected for cleanup planning will continue throughout the performance period. As needed, Site status and Comfort Letter requests will be submitted to Indiana Brownfields Program for the Town and RHC. State Letters are issued after state-determined waiting period. Should the 2 remediation sites (See Remediation Task) require additional cleanup planning, those sites are the highest priority. The remediation activities will begin by Spring 2023 (or earlier) to continue throughout the performance period. Final closure documents from IDEM will include deed restrictions and continuing obligations for RHC.
Annually and/or as needed	MBE/WBE reports (5) will be submitted documentation;
End of 19th Quarter	Final project closeout

Progress Evaluation Metrics

Task	Output Measurement	Outcome Measurement
Task 1 – Program Activities/Community Outreach	40 outreach events that include meetings, local and social media outlets, Facebook posts on the City’s website and on River Heritage Conservancy’s website Development of outreach materials, updates	<ul style="list-style-type: none"> # of meeting attendees and/or # inquiries about the project received Additional funding leveraged
Task 2 – Assessment [NB1]	Completion of QAPP / SAP # of site assessments conducted ACRES data entry	<ul style="list-style-type: none"> # of acres assessed # of Phase I and Phase II ESAs
Tasks 3 – Cleanup Planning	Completion of Site-Specific Cleanup Plans # of Cleanup plans meeting IDEM/EPA requirements and the objectives of ORIGIN park reuse design	<ul style="list-style-type: none"> # of Cleanup Plans approved by Indiana Brownfields Program and the IDEM
Task 4 – Remediation	Remediation Closure documents # tons of excavated hazardous waste	<ul style="list-style-type: none"> # of Agency Closure or Comfort Letters Amount of funding leveraged #acres developed as greenspace/parkland #acres remediated # of temporary and permanent jobs created

		<ul style="list-style-type: none"> • \$ infrastructure investments leveraged • Redevelopment of a large new urban forest • Remediating the brownfields will mitigate the impact these contaminated sites pose on the proximal sensitive populations, water and air quality, endangered species, and ecosystems
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C. Budget

Town of Clarksville EPA Brownfields Multipurpose Budget Request FY2021-2026					
Program Tasks	Task 1: Programmatic, Outreach	Task 2: Phase I, Phase II	Task 3: Cleanup/Reuse Planning	Task 4: Remediation	Budget
Budget Categories					
Personnel-(<i>non-administrative</i>)	\$5,000	\$0	\$0	\$0	\$5,000
Travel	\$1,800	\$0	\$0	\$0	\$1,800
Contractual	\$25,000	\$185,000	\$46,000	\$497,200	\$753,200
Total Direct	\$31,800	\$185,000	\$46,000	\$497,200	\$760,000
Total Indirect*	\$20,000	\$ 20,000	\$0	\$0	\$ 40,000
Total (Direct + Indirect)	\$51,800	\$205,000	\$46,000	\$497,200	\$800,000
Required Cost Share	\$16,000	\$10,000	\$8,000	\$6,000	\$40,000
Total Budget	\$67,800	\$215,000	\$54,000	\$503,200	\$840,000
<i>*5% Allowable Admin Cost</i>					

Task 1: Programmatic Activities and Community Outreach: \$31,800 estimated at \$1,590 per quarter

Personnel costs: 100 hrs @ \$50.00/hour = \$5,000 for procurement (10 hrs), outreach activities (50 hrs), and EPA program reporting (40 hrs). Remaining programmatic activities will be accomplished with Cost Share.

Travel costs: Attendance for one person to attend National Brownfield Conference: \$1,800 (per person: \$400 Airfare, 3 nights hotel \$600, 4 days per diem and incidentals \$500, registration fees \$300)

Contractual: \$25,000 for consultant assistance on technical summaries for quarterly reports, monthly progress meetings, and outreach activities throughout term of grant.

Task 1 Cost Share: \$16,000 (all personnel) will fund 320 hours of Clarksville staff time (\$50.00/hour) throughout the 5-year term for financial tracking and tracking outputs (90 hours), monthly status meeting with the QEP (60 hours), Community Outreach Materials/Press Releases development for public and stakeholder meetings and partner meetings for various platforms

(virtual/live); progress reporting to Town Council, the Redevelopment Commission, the RHC and stakeholders (170 hrs).

Task 2 – Site Assessment: \$185,000

Contractual: \$185,000

- 6 Phase I ESAs @ avg cost of \$4,000 = \$24,000
- 4 Phase II ESAs @ avg cost of \$40,000 = \$160,000
- 1 QAPP and updates = \$1,000

Task 2 Cost Share: \$10,000 (all personnel) will fund 200 hours of Clarksville staff time (\$50.00/hour) for eligibility reviews, coordinating site access, contractor oversight, report review, stakeholder meetings regarding findings in the reports.

Task 3 – Cleanup Planning: \$46,000

Contractual costs: 4 cleanup plans @ avg cost of \$11,500 = \$46,000

Task 3 Cost Share: \$8,000 (all personnel) will fund 160 hours of Clarksville staff time (\$50.00/hour) for meetings with QEP, IDEM, IBP, and RHC for plan development given specific site reuse specifications; remedial work plan review; stakeholder meetings associated with finalizing cleanup plans; coordination with other Town departments to determine necessary permitting needed for individual plans.

Task 4 – Remediation: \$497,200

All Contractual costs: \$497,200

Remediation plans for 2 of the priority sites (Graveyard and Cab-Ex) are similar due to shared COCs. Costs are combined and remediation may occur sequentially.

- Regulatory Coordination and Project Management estimated \$25,000
- Construction Manager Field Oversight estimated \$50,000
- Remediation Contractor Site Preparation/Soil Erosion, Sediment Control estimated \$10,000
- Remediation Contractor Removal, Transportation Disposal of impacted fill piles/material estimated 500 Tons @\$100/ton = \$50,000
- Remediation Contractor Excavation, transportation, disposal of lead contaminated soil estimated 600 Tons @\$80/ton = \$48,000
- Remediation Contractor Placement & Grading of clean soil/aggregate cap estimated 15,310 Tons @20/ton = \$306,200
- Preparation and submittal of Comfort Letter Application to IDEM/IBP estimated

Task 4 Cost Share: \$6,000 (all personnel) will fund 120 hours of Clarksville staff time (\$50.00/hour) for remediation coordination meetings, oversight for the contractor bidding, selection process, adherence to Davis Bacon wage rates (as needed); oversight of QEP and all remediation activities on-site.

ESTABLISHED IN 1783



IT BEGINS HERE

**NARRATIVE INFORMATION SHEET
TOWN OF CLARKSVILLE
FY2021 U.S. EPA BROWNFIELDS HAZARDOUS SUBSTANCES
MULTIPURPOSE GRANT APPLICATION**

1. Applicant Identification:

Civil Town of Clarksville
2000 Broadway Street
Clarksville, IN 47129

2. Funding Requested:

- a) Multipurpose
- b) Federal Funds Requested: \$800,000

3. Location: Clarksville, Indiana

4. Property information for site specific proposal: NA

5. Contacts:

a) Project Director:

Mr. Nic Langford
Manager of Economic Development
Town of Clarksville
2000 Broadway, Clarksville, IN 47219
Phone: 812-283-1404
Email: nlangford@townofclarksville.com

b) Chief Executive:

Mr. Kevin Baity
Town Manager
Town of Clarksville
2000 Broadway, Clarksville, IN 47219
Phone: 812-288-7155
Email: kbaity@townofclarksville.com

6. Population: 21,336

7. Other Factors Checklist:

Other Factors	Page #
Community Population is 10,000 or less	N/A
The applicant is, or will assist, a federally recognized Indian tribe or United States territory.	N/A
The priority brownfield site(s) is impacted by mine-scarred land.	N/A
The priority site(s) is adjacent to a body of water (i.e., the border of the priority site(s) is contiguous or partially contiguous to the body of water, or would be contiguous or partially contiguous with a body of water but for a street, road, or other public thoroughfare separating them).	Pages 1, 2, 3, 12
The priority site(s) is in a federally designated flood plain.	Page 2
The reuse of the priority site(s) will facilitate renewable energy from wind, solar, or geothermal energy; or any energy efficiency improvement projects.	Page 3 (help impact “urban heat island” effect)
At least 20% of the overall project budget will be spent on eligible site reuse or area-wide planning activities for priority brownfield site(s) within the target area.	N/A

8. Letter from State of Tribal Environmental Authority: Attached



INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

We Protect Hoosiers and Our Environment.

100 N. Senate Avenue • Indianapolis, IN 46204
(800) 451-6027 • (317) 232-8603 • www.idem.IN.gov

Eric J. Holcomb
Governor

Bruno L. Pigott
Commissioner

October 28, 2020

Nic Langford
Manager of Economic Development
Town of Clarksville
2000 Broadway Street
Clarksville, Indiana 47219

Re: IDEM Acknowledgement Letter
U.S. EPA Brownfields Grant Proposal
Multipurpose
Cab-X
385 Emery Crossing Road
Clarksville, Clark County, Indiana
Brownfield Site #4180809
Graveyard Automotive, Inc
1320 Emery Crossing Road
Clarksville, Clark County, Indiana
Brownfield Site #4201004

Dear Mr. Langford:

This letter is provided in support of the Town of Clarksville (Town)'s proposal to the U.S. Environmental Protection Agency (U.S. EPA) for Brownfields Multipurpose Grant funding for a target area consisting of the Cab-X and Graveyard Automotive, Inc (Graveyard Auto) sites (Sites) as referenced above. The Indiana Department of Environmental Management (IDEM) acknowledges that the Town is requesting \$800,000 primarily for hazardous substances assessment and cleanup of the Sites to be redeveloped by River Heritage Conservancy and the Town into a 600-acre park along the Ohio River named Origin Park. In addition to activities associated with these two Sites, funding will focus on community outreach, and cleanup planning.

It is IDEM's understanding that the Town has demonstrated its commitment to redeveloping brownfields by taking advantage of financial and technical assistance offered through the Indiana Brownfields Program. IDEM is aware of the Town's goals and believes that it has the capability to perform the proposed grant-funded activities based on the information provided, noting the following:

- The planned primary use of grant funds will be for assessment/remediation of the Cab-X and Graveyard Auto sites, along with possible assessment of other sites in the redevelopment footprint of Origin Park.

- The Cab-X Site was originally agricultural in the 1939-1960s and since that time has historically been used as an unregulated waste disposal area, commonly referred to as a landfill. This landfill has an inadequate cap, and the waste material was not sampled and analyzed as part of the site characterization. Groundwater analytical results indicated elevated levels are present exceeding the IDEM Remediation Closure Guide (RCG) screening levels for semi-volatile organic compounds (SVOCs) and metals.
- The Graveyard Auto Site appeared as undeveloped land with scattered wooded portions and a pond (1938-1946), developed with several buildings and a driveway (1949), a trailer park (1955-1978), and an auto junkyard (1983-2016). U.S. EPA in 2019 completed time-critical removal activities of 4,026.65 tons of metals-impacted soil, 5 drums of hazardous solid waste, 5 gallons of PCB waste, 30 pounds of fluorescent bulbs, 2.14 tons of empty RCRA drums, and 83.3 tons of construction debris completed at the Town's request. Soil and groundwater analytical results subsequent to the removal indicated elevated levels are present exceeding the IDEM RCG screening levels for SVOCs and metals.
- The Town is committed to working with the Indiana Brownfields Program or the IDEM Voluntary Remediation Program for any cleanup oversight. The Indiana Brownfields Program has worked with the Town and River Heritage Conservancy on several projects for this redevelopment and is familiar with these brownfield sites. The Town has identified work necessary to remove environmental barriers to the redevelopment of these brownfields, and IDEM staff are committed to supporting this project by providing technical assistance and coordination through the Indiana Brownfields Program.

Based on the information submitted, IDEM considers the Town of Clarksville an excellent candidate to receive U.S. EPA grant funding to continue its brownfields redevelopment endeavors, which align with Indiana's brownfields initiative. IDEM looks forward to continuing its partnership with the Town and supports its efforts. For further assistance, please contact Andrea Robertson Habeck of the Indiana Brownfields Program directly at (317) 234-0968 and at aroberts@ifa.in.gov .

Sincerely,



Bruce A. Oertel, Chief
Remediation Services Branch
Office of Land Quality

BAO/ARH/mmo

cc: (via electronic transmission)
Jason Cheney, CHMM, SME

IV.E.1. PROJECT AREA DESCRIPTION AND PLANS FOR REVITALIZATION

1.a Target Area and Brownfields: *1ai) Background and Description of Target Area:* The southern Indiana Town of Clarksville (pop. 21,336) is located on the north bank of the Ohio River, directly across from Louisville, Kentucky and is part of the Louisville, Kentucky Metropolitan area (pop. 1.3M). The unique ecological setting of the West Ohio Riverfront in Clarksville has shaped the environmental and cultural history of the region. From the 400 million-year-old Devonian Era fossil beds to the migratory route of the Buffalo, the diverse ecology attracted prehistoric tribes over 12,000 years ago. Fast-forwarding to the 1700s, the Town was the first American settlement in the Northwest Territory. The beautiful setting inspired George Rogers Clark to build a cabin on the elevated bluff the area in 1784. It is also the departure site where the Lewis and Clark Expedition began on their way to explore the Louisiana Purchase (1803). During the 19th century, the riverfront of Clarksville was heavily industrialized. Saw, flour, cement, and gristmills populated the riverfront. As this industry waned, significant industrial development continued along the river with prominent sites such as the Ohio Falls Car and Locomotive Company, the Colgate factory complex, large lumber mills, a network of railroads, and an oil refinery. The Colgate factory closed in 2007 and the oil refinery closed in 2011 resulting in a combined \$10.3 MM tax loss for both to date. The Targeted Area contains some of the most significant cultural, historical, environmental, and recreational resources found anywhere on the Ohio River. Preserving history and the ecology of the Targeted Area is a core culture of the Town's residents.

For this project, the Town's Targeted Area encompasses census tract 504.01 (a certified Opportunity Zone (OZ)). It is bound to the South by a 3-mile stretch of the Ohio River, Silver Creek to the west, east is Highway US 31/I-65 and north is SR 62. Targeted Area residents live in modest neighborhoods adjacent to 400 acres of brownfields consisting of junkyards, auto salvage, recycling, open dumps, and other industrial uses. Clark community and catholic schools are located just blocks away from the Targeted Area. Many of these brownfields are magnets for vandalism, crime, illicit drug use, and the homeless population, thus, since 2011, the Town has slowly acquired and rapidly assessed unsafe brownfields sites for the development of the iconic urban ORIGIN park on the Ohio River. The EPA Funding offered by this grant is critical for continued assessment and cleanup of these waterfront lands to deter resident exposure to contaminants and minimize contaminant releases to the Ohio River and to Silver Creek, and our diverse ecological habitats. Transformation of the area will reconnect the Town with its riverfront heritage as well as the significant cultural and civic assets for the region.

1.a.ii Description of the Priority Brownfields Sites: The Town has identified 30 potential brownfields (former manufacturing plants, salvage yards, open dumps) in the 400-acre Targeted Area. Previous assessments conducted across the Targeted Area have identified environmental contaminants that include volatile organic compounds (VOCs), semi-volatile organic compounds (SVOCs), polychlorinated biphenyls (PCBs), and metals including lead, arsenic, mercury, zinc and other pollutants in the soil, groundwater, and sediments. Many of these sites are located 2-3 blocks from neighborhoods and exposure can potentially affect the health and welfare of residents-particularly sensitive populations through direct contact, ingestion, and inhalation due to airborne particulates. **The riverfront transformation to the regional urban ORIGIN park is part of a long-term strategy being implemented for all priority sites described below.** All priority sites are either owned by the Town or will be owned by the Town or the River Heritage Conservancy by 2023.

Site 1- Graveyard Auto: The Town-owned 10.3-acre Graveyard Auto Site is located on the banks of Silver Creek (and a floodway), a ½ mile upgradient of the Ohio River. It is located 1/3 mile from residential neighborhoods and a catholic high school. The automobile salvage yard operated from 1983 to 2016. Building debris, numerous drums, and an aboveground storage tank were abandoned onsite. Junk cars, mobile homes, and piles of scrap metal remain located throughout the site. The Town requested and received the EPA (On Scene Coordinator)

assistance to remove 30 leaking/abandoned drums with oil. Contaminants of Concern (COCs) are RCRA metals including lead and arsenic in the soils. Naphthalene impacts in the groundwater was discovered; however, contaminant levels were below risk levels for the reuse scenario as a community park. Further soil/groundwater assessment conducted by the Town and based on the future use, determined the lead impacts in the soil and miscellaneous solid waste must be addressed. **Site 2- Cab-Ex:** Located on and in the floodplain of the Ohio River and just blocks from residences, the 21-acre unregulated waste disposal facility operated for 30 years since 1980. Various assessments identified arsenic in soils. The existing cap is compromised, and leachate seeps need to be prevented. Sediments on-site exceed freshwater sediment values for arsenic, barium, lead, manganese, nickel and zinc and will be remediated with this grant. Additional soil COCs are VOCs and methane. **Site 3- Recycling Transfer Station:** The site operates as a recycling facility for ferrous and non/ferrous metals and is within the 100-year floodplain. Located 2 blocks from residences, the 10.3-acre former landfill (1940-1975) also formerly operated as an asphalt plant (1980s/1990s), and reportedly contains one closed-in-place underground storage tank (UST). A Phase II (2011) prior to development as a Recycling Transfer Station reported soils and groundwater impacted with arsenic, lead, benzo(a)anthracene, benzo(b)fluoranthene, dibenz(a,h)anthracene. Antimony was also identified in the groundwater.

1.b. Revitalization of Target Area-1.b.i Overall plan for Revitalization- The 2011 Master Plan for the West Riverfront (located in the Targeted Area) led by the Clarksville Historic Preservation Commission began with a year-long planning process that included four public workshops. “*A reclaimed greenspace that fosters positive stewardship and rehabilitation of the land, reconnects the community with its riverfront heritage and dynamically engages its natural and cultural history*” was the vision statement developed through the process. The Plan was integrated into the 2015 Comprehensive Plan deeming reuse of the West Riverfront Area as a public park that emphasizes the historic and cultural assets of Clarksville.

Since 2015, the implementation of the West Riverfront Master Plan has had significant momentum and continues to be the community’s highest priority to reclaim the degraded acreage and preserve these lands to emphasize the historic and cultural assets of the Town. To bring the vision to fruition, the Town is working with River Heritage Conservancy (RHC). RHC, funded by the local philanthropic community, is a nonprofit dedicated to the creation, maintenance, and preservation of a parkscape along the Ohio River. The Town and RHC have been working in tandem to acquire brownfields sites and mitigate/remediate existing environmental contamination in the Targeted Area. To date, RHC has invested \$10 MM that includes \$4 MM in the acquisition of brownfields sites. The Town’s role has been to expend current EPA Brownfields Grant funds to provide due diligence and cleanup plans prior to RHC’s site acquisition and work closely with the Indiana Department of Environmental Management (IDEM) and the Indiana Brownfields Program (IBP) to ensure proper environmental closure of dumps, landfills, and brownfields. The Town continues to work with the Army Corps of Engineers (ACOE) on bank stabilization, bendway weirs and river dikes on the Ohio River.

RHC unveiled the “ORIGIN Park” Master Plan schematics and specifications in August 2020 on facebook which aligns with the Town’s vision for the West Riverfront. ORIGIN Park, designed by OLIN Studios, is the first park of its kind in the upper south and midwest in that it is intentionally an amphibious park, designed to accept floods. It heals a landscape and then allows it to function as a sponge by flexing with flood waters. Biological inventories of the park found over 180 species of birds, 20 species of mammals, and select wildlife and plants on the Threatened and Endangered Species List. The cost to build the park is estimated to be \$130 million to be accomplished through a blend of public and private dollars. Fundraising for ORIGIN park’s first elements will start in 2021 and \$10 MM has already been secured. The proposed landscape goal for the park is three-fold: the enhancement and protection of the existing natural, cultural assets; increased access to the River via vehicular, pedestrian and bicycle routes; and, the development of a variety of park recreational/historical programs. ORIGIN Park’s design is “flood resilient” and will allow people to experience the park even when the Ohio River periodically floods. It adds 22 miles of trails including

the Infinity Loop, a 2.8-mile elevated trail where bicyclists and walkers can wind through ORIGIN Park in all seasons. On a larger scale, the parkland includes 232 acres in adjacent Floyd County and will connect southern Indiana with the Louisville region’s vast park system. *The vision cannot be implemented until the damage left by landfills, dumps, junkyards, and illegal dumping are remediated so contaminants do not continue to spread out over the area, to the River, and creek each time the river floods.*

The current ORIGIN park design indicates that a portion of the Graveyard Auto site will be reused for public parking for the proposed White Water Center; Cab-Ex will be used as a paddling access point and picnic meadow; and, the Recycling Station will be part of the Industrial Meadow. Given, these are only 3 sites in the 400 acres, dozens more are in the pipeline. This EPA Multipurpose grant will provide gap funding needed to assess/remediate properties and accelerate implementation of ORIGIN Park.

1.b.ii. Outcomes and Benefits of Overall Plan for Revitalization: The Town’s overriding health and welfare concern for its community is the concentration of brownfield revitalization in the Targeted area. Remediating the brownfields will mitigate the impact these sites pose on the proximal sensitive populations, water and air quality, endangered species, and ecosystems. The cultural/heritage amenities reinforce the Town’s cultural identity, history, and heritage as well as promote health and wellness in the Targeted Area. The entire ORIGIN Park is a sustainable means to regenerate ecology along a 3 mile stretch of the Ohio River with 50 acres of new urban forest, 150 acres of new meadow and savanna, and 250 acres of enhanced and protected urban forest. The addition of 75,000 trees will help cool neighborhoods and reduce what’s called the “urban heat island effect,” the creation of “islands” of heat that result in a dangerous rise in temperature and disproportionately affect vulnerable populations, low-income communities and people of color. This project will create the largest new urban forest in the United States in the last fifty years – and do so in a region that has been identified as an urban center most negatively impacted by the urban heat island effect.

The Targeted Area is located in an OZ and future development of ORIGIN Park will capitalize on OZ opportunities particularly given the spectacular view of the Louisville skyline and riverfront transformation. The park will connect both sides of the Ohio River with potential to serve 1.2 million residents within a 30-mile radius with unique recreational opportunities, events, and beauty. Handicapped access, lighting and security surveillance will maintain safety particularly along greenways/elevated trails connecting Clarksville to Jeffersonville and New Albany and the Louisville park system and benefit the Targeted Area residents. Targeted Area residents will see an increase in property values. The University of Washington reports that residences next to a larger and longer “greenbelt” area saw a 32% increase in home value on average. Additional investment includes mixed-use development, medical offices, multi-tenant residential and a hotel/convention center. The ORIGIN Park will be the impetus for this additional investment which is anticipated at **\$210 million in private investment, the creation of 650 jobs and future tax revenue of \$46 million.** The EPA funds will continue to assist the Town with accelerated redevelopment of the park.

1.c. Strategy for Leveraging Resources-1.c.i. Resources Needed for Site Reuse: The Town has extensive expertise in leveraging and developing partnerships that bring resources to our projects. The Town has leveraged the \$2.37 MM 1.9-mile Discovery Trail utilizing the EPA grant and the Indiana Department of Resources (IDNR) \$840,000 Next Level Trails state grant. The EPA conducted a \$1.5 M time critical removal action at the Graveyard Auto (see 1.a.i), provided a Targeted Brownfield Assessment at 513 Emery Crossing Road in 2010 and awarded the Town’s Coalition the \$440,000 FY2018 EPA Assessment grant. EPA has been a significant partner for the Town in the Targeted Area and the Multipurpose grant will accelerate ORIGIN Park redevelopment along with leveraging additional resources the Town is eligible for listed below.

Leveraging Source	Purpose/Role	Amount (\$)	Status
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River Heritage Conservancy	Funding to acquire, remediate and redevelop brownfield sites as Parkland	\$ 5,000,000 \$130,000,000	Secured In process
Clarksville Redevelopment Commission	Installation of water, wastewater, and sewer infrastructure	\$ 5,000,000	Secured
Town of Clarksville	Municipal bonds for roadway improvements, public park expansion, property acquisition	\$ 86,000,000	Secured
Clarksville Historic Preservation Commission	Funding/technical assistance to ensure park projects are in congruence with the West Riverfront Historic Preservation District Guidelines	\$ 2,500	Secured
Fish and Wildlife-Lake/River Enhancement	Mitigation of Dam causing erosion damage	\$ 135,000	In process
ACOE	Shoreline stabilization for Redevelopment	TBD	In process
EPA On-Site Coordinator	Response Assistance for hazardous releases/spills		As Needed
IN Office of Community/Rural Affairs	Remediation, Demolition Activities	\$ 500,000	As Needed

1.c.ii Use of Existing Infrastructure- The Discovery Trail and associated infrastructure installed in the past 2 years will be preserved. However, given decades of recurrent flood events, all structures will be demolished with intact materials being recycled. The design specifications for the ORIGIN park also require the installation of water, sewer, and stormwater infrastructure which has never existed in the Targeted Area. The Clarksville Redevelopment Commission is funding these upgrades for the Park.

IV.E.2. COMMUNITY NEED AND COMMUNITY ENGAGEMENT

2.a.i. Community’s Need for Funding: The EPA Multipurpose Grant will provide assessment and cleanup funds not available to tackle the magnitude of sites in the Targeted Area (TA). Please reference Table 1.

	TA	Clarksville	Clark Co.	Indiana	US
Population 2018	2,705	21,336	115, 702	663, 7426	322,903,030
Percent Minority %	4.3%	12.9%	12.3%	16.4%	27.3%
Females of child-bearing age (15-54)	29.4%	27.9%	26.3%	25.8%	26.1%
All individuals –poverty %	10.8%	13.4%	10.0%	14.1%	14.1%
Female Householder with children <18	14.2%	7.0%	5.6%	7.0%	6.7%
%Disability age over 65	56.7%	46.6%	37.7%	36.5%	35.0%
Median Household Income (MHI)	\$43,914	\$42,744	\$54,240	\$54,325	\$60,293
No High School Diploma or equivalency > age 25	13.2%	13.9%	8.0%	7.7%	7.1%
Bachelor’s Degree	9.4%	12.3%	14.3%	16.5%	19.4%
Vacant Housing Units	22.8%	12.8%	11.7%	10.5%	12.3%
Median Home Value	\$89,300	\$114,000	\$137,800	\$147,300	\$229, 000

The Towns’ MHI is 20% less than our County. We are landlocked by adjacent communities. To grow our community and implement our iconic riverfront plans, the Town committed to a 5-year Capital Improvement Plan (2018-2023) at over \$86 MM. The plan includes roadway improvements, stormwater and wastewater upgrades, pedestrian and bike connectivity projects, public park expansion with lighting and security, and property acquisition. Municipal bonds will fund \$50 MM with the remaining \$36 MM to be absorbed by the Town budget. As a result, the Town’s budget has been reduced by 14% between 2016 and 2019 forcing all departments to seek gap funding to maintain services. The remaining limited resources must address public safety and aging infrastructure needs. Public safety is a priority due to the regional commercial presence. Neighborhood Scout (*online real estate source*) reports that 71 crimes occur per square mile in Clarksville as compared to the State at 27 crimes per square mile. Many of the crimes in Clarksville are linked to drug abuse.

2.a.ii (1) *Health or Welfare of Sensitive Populations (unless noted otherwise, please reference Table 1)* As referenced in Table 3, Clark County has one of the highest Infant Mortality Rates in Indiana (compared to state counties) at 8.5 as compared to the US rate of 5.8 (47% lower). Due to this dismal rating, females of child-bearing age (29% of Targeted Area residents) as well as their children are priority sensitive populations. Despite lower poverty rates in the Targeted Area, 14% of children in single-mother homes live in poverty (double the Town’s rate). Seniors with disabilities (56.7%, 55% higher than the State) are another sensitive population within the Targeted Area. MHI in our Targeted Area is 20% lower than the State. According to the State Department of Education, 57.6% of the children qualify for Free/Reduced Lunches at the George Rogers Clark elementary located just 1½ blocks outside the Targeted Area. 13% of the Targeted Area residents do not have a high school diplomas (42% higher than State) and only 9% have a bachelor’s degree (58% lower than State). Brownfields impact the Targeted Area neighborhoods with 22.8% of the housing vacant. Vacant and unsecured brownfields also attract more crime to the Targeted Area.

Living adjacent to 400 acres of uncontrolled brownfields sites could result in particulate inhalation, vapor intrusion, direct contact with contaminants such as VOCs, lead, mercury, and other metals, air-borne friable asbestos, and chlorinated solvents in soils, stormwater run-off, groundwater, and in Silver Creek and the Ohio River. Due to education levels, many may not be aware that exposures can cause birth defects, brain, and developmental delays to children as well as cancers/other diseases to at-risk disabled seniors and to the whole community. With the EPA grant funds, the Town will assess and mitigate exposure from brownfields in the Targeted Area.

2.a.ii. (2) *Greater Than Normal Incidence of Disease and Adverse Health Conditions⁴* -Clark County is ranked poorly at 80th of 92 Indiana counties for overall Health Outcomes (2020 County Health Rankings). Table 2 summarizes health data. Female incidence rate for Leukemia is 65% higher as well as female incidence of lung and bronchus cancer is 40% higher. Leukemia incidence and mortality rates are 28% and 33% higher, respectively. Kidney disease is 35% higher in the County. Mortality from cancers in the trachea, bronchus, and lungs are 37% higher.

Table 2: Mortality/Incidence Rates ¹	Clark	IN	US
Female, Leukemia, <i>Incidence</i>	17.3	10.5	11.1
Leukemia, <i>Mortality</i>	8.76	6.61	6.7
Leukemia, (incidence)	17.8	13.9	14.1
Female, Lung & Bronchus Cancer, <i>Incidence</i>	86.2	61.4	51.3
Malignant Neoplasms, trachea, bronchus <i>Mortality</i>	64.7	47.2	43.4
Kidney Disease ²	25.7	18.5	15.5
Infant Mortality (CDC, 2014-2017) per 1,000	8.5	7.3	5.8

¹Deaths per 100,000; CDC (2012-2016); ² IN Dept. Health

According to the CDC, benzene, pesticide exposures, and smoking have been linked to elevated risk for Leukemia and cancer. According to the National Kidney foundation exposure to metals such as mercury, lead, and cadmium present high risks for Kidney disease. As described in Section 2.a.i, exposure to contaminants found at our brownfields sites can lead to cancer and other diseases.

Our Targeted Area is at a greater risk due to proximity to exposure from brownfields as described below. ⁴ *Narrative comparisons are to State rates*

2.a.ii (3) *Disproportionately Impacted Populations* According to the 2015 Indiana University Southeast Applied Research and Education report, heavy industry, multiple interstates, power generation, and the natural dynamics of the Ohio valley location converge to generate serious air quality concerns from SW Indiana to the Louisville Metro Area. The Targeted Area is located less than 4 miles downwind from one active powerplant on the Ohio River. The National Air Toxics Assessment (NATA) is a national assessment that estimates cancer and noncancer risks from breathing air toxics. The NATA Cancer risk (lifetime cancer risk from inhalation of air toxics) is at the **99 percentile for this census tract**, meaning only 1% of the State’s tracts has higher risks. Our tract also ranked at the 99 percentile for Ozone and Respiratory Hazard Index. Exposure to air pollution can have a severe impact on pregnant women, children, babies, at-risk populations, and the elderly (EPA).

Industry, power plants and dumping have left the Ohio River (TA south boundary) and Silver Creek (TA west boundary) polluted. Silver Creek is easily accessible to neighborhood children. According

to the IDEM Section 303(d) List of Impaired Waters, the creek is impaired with PCBs, E. coli, and impaired biotic communities. The Ohio River (easily accessible) is impacted with PCBs, E. coli, Dioxins, and Total Mercury. Another environmental threat to the Targeted Area is the continued spread of contaminants along the riverfront and waterways from frequent flooding, landfills, dumps, junkyards, and illegal dumping. The EPA Multipurpose Grant will facilitate assessment and cleanup in the Targeted Area and reduce risk impacts to the residents and environmental media.

2.b.i Project Involvement, 2.b.ii. Project Partners Roles

Project Partner Name	Point of Contact Information	Specific role in the project TA=Ta
River Heritage Conservancy: mission to create, maintain, and preserve an exceptional, world-class, linear parkscape stretching along the Ohio River	Scott Martin (812) 786-3420 smartin@riverheritageconservancy.org	Assist with community outreach, cleanup planning, cleanup and redevelop brownfields in the TA
Ohio Greenway Commission: promote collaboration between Clarksville, Jeffersonville, & New Albany trail	Ryan Ramsey (502) 338-3158 r Ramsey@townofclarksville.com	Assist with community awareness, outreach, and revitalization plans; assist Town/River Heritage Conservancy with future reuse plans
Friends of the Ohio River Greenway: Nonprofit group to engage public/private awareness of the Ohio River Greenway	Nick Creevy (502) 558-2098; friendsofgreenway@gmail.com	
One Southern Indiana Chamber: Establish connections between businesses to expand southern Indiana region	Wendy Dant Chesser, Executive Director; 812-945-0266; wendy@si.org	Market Park Redevelopment. Provide updates regarding park development progress to members in Louisville Metro Area
Clarksville Community School Corporation	Tina Bennett, Superintendent; 812-282-7753; t Bennett@clarksvilleschools.org	Distribute outreach/updates regarding progress to reach families, students, teachers
The Kiwanis International Club: business leaders committed to support disadvantaged youth programs	Dylan Fisher; 502-689-2469. dylan@thewheatlevgrp.com	Provide meeting space; provide outreach and education to constituents & programs supported
Indiana Brownfields Program	Michele Oertel; 317-234-0235 MOERTEL@ifa.In.gov	Provide technical, financial, legal assistance for assessment, cleanup plans, remediation-liaison to IDEM regarding landfill closure

2.b.iii. Incorporating Community Input: Brownfield reuse and cleanup decisions have been and will continue to be made in an open and public manner. The Clarksville Brownfields staff presents information and updates to the Town Council, the Redevelopment Commission, and public meetings of various community-based and neighborhood organizations including Senior Centers and Wellness organizations. To date, the staff has conducted a mix of 40 public/outreach meetings for the current grant. Specific to the Targeted Area, the town will work with the community partners listed above to hold virtual and/or “live” community meetings. Clarksville has recognized the importance of engaging residents in a collaborative planning process for decades. The Town engaged the community initially by hosting the 2010 EPA Technical Assistance to Brownfields Program (TAB) regional workshop to educate residents on brownfields and resources for assessment, cleanup, and redevelopment. This was a kick-off leading to engagement of residents for the 2011 West Riverfront Master Plan. In the event of social distancing and/or restrictions due to COVID-19, the Town will mix a combination of Social Media outlets including local media outlets, the Town’s Facebook Page, and the River Heritage Conservancy (RHC) Facebook Page to post information about the brownfields initiative and updates to request input and comments. One recent combination of live and virtual outreach forum (hosted by RHC) took place this summer to describe the eventual redevelopment of ORIGIN Park. 125 residents, stakeholders, community, and business leaders attended in person and/or the live virtual presentation. The live and virtual interactive platform allowed for questions, comments, and input from participants. Since that time, there have been 5,000 views of the event’s video along with 400 comments and meetings with members of the public. The recording is

available at (<https://www.facebook.com/riverheritageconservancy/videos/774807500005276/>). The Town will continue to use the virtual platform to provide updates on grant progress on a twice-yearly basis and address concerns associated with the sites. All input from residents and stakeholders will be acknowledged by Coalition members and responded to directly or publicly (depending on the needs of the stakeholder). Questions and responses will be documented in quarterly reports to the EPA. The quarterly EPA progress reports will also be disseminated using our partners’ websites and newsletters, as well as online news sources because these are widely read online.

IV.E.3. TASK DESCRIPTIONS, COST ESTIMATES, AND MEASURING PROGRESS

3.a. Description of Tasks/Activities and Outputs-3.a.i-iv. Project Implementation, Anticipated Project Schedule, Task/Activity Lead, Outputs: The EPA multipurpose funding will enable the Town to achieve the community’s vision and implement plans and development of the ORIGIN Park. The EPA funds will enable Clarksville to build on past assessments conducted in the Targeted Area and flexibly address assessment, cleanup, for the site-specific reuses outlined in the ORIGIN Park Plan. The Town will use the grant to conduct comprehensive community outreach, 6 Phase I Environmental Site Assessments (ESAs), 4 Phase II ESAs, (including the Recycling Transfer Station), develop 4 Cleanup Plans, and remediate the Graveyard and Cab-Ex sites. Project implementation, schedule, and costs are based upon the Clarksville Coalitions’ FY2018 EPA Grant experience. The following four tasks will be implemented to accomplish this grant project.

<p>Task 1 – Programmatic and Outreach</p>
<p><i>i. Project Implementation</i></p> <ul style="list-style-type: none"> -The Work Plan will be prepared, and the Cooperative Agreement (CA) will be executed. Grant project tracking and financial systems will be set up and maintained. Compliance with Cooperative Agreement Terms will be monitored. -A Qualified Environmental Professional (QEP) will be retained in compliance with applicable federal procurement regulations. -Quarterly reports will be submitted to the U.S. EPA; the Assessment, Cleanup, and Redevelopment Exchange System (ACRES) will be updated; MBE/WBE/DBE reports and final project closeout documentation will be submitted. -Staff will attend EPA National Brownfields Conference -Community Outreach Materials/Press Releases will be developed for Social Media outlets, local media outlets, the Town’s Facebook Page, and the River Heritage Conservancy (RHC) and partner’s websites. Up to 40 Public/Outreach meetings will be conducted through a mix of virtual and live events. -Assistance will be requested from the County or State health departments as appropriate to understand and prioritize health risks at brownfield sites identified for assessment. -QEP will develop technical outreach materials and support technical reporting needed for reports.
<p><i>ii. Anticipated Schedule</i></p> <ul style="list-style-type: none"> -The Work Plan will be prepared within one month of receiving notification of the grant award; CA will be executed by September 2021. CA Compliance tracking and Financial Systems will be set up upon award of grant and maintained throughout term. -A QEP will be retained within three months of award. -Beginning January 2022, Quarterly reports will be submitted within 30 days of the end of the quarterly reporting period, ACRES will be updated as sites are assessed/remediated with cleanup and/or redevelopment information during and/or after the performance period. Annual MBE/WBE reports submitted. Final project closeout documentation submitted as required once the performance period ends. -Staff will attend an EPA National Brownfields Conference.

<p>-A series of public project “kick-off” meetings will begin November 2021 with Town Stakeholders, RHC, and Partners. Community outreach activities will continue throughout the performance period.</p>
<p>iii. Task/Activity Lead: The Town will lead this Task and Activities</p>
<p>iv. Outputs: Work Plan, CA, quarterly reports (20); ACRES updates; MBE/WBE reports (5) and final project closeout documentation; staff training; outreach meetings throughout the term (estimated 40) and development of outreach materials.</p>
<p>Task 2 – Site Assessment</p>
<p>i. Project Implementation</p> <p>-Phase I and/or Phase II assessments will be conducted, in accordance with All Appropriate Inquiry (ASTM Standard E1527-13; ASTM E1903-19) and other ASTM standards/practices as required by the project.</p> <p>-The Town will arrange site access for all site assessment activities and prioritize sites to meet needs of ORIGIN Park development</p> <p>-QEP will prepare and submit Quality Assurance Project Plan (QAPP) for U.S. EPA for approval.</p> <p>-QEP will conduct assessments on Targeted Area sites and issue reports.</p> <p>-The Town will review reports for accuracy and oversee QEP to ensure individual assessments are progressing, and the overall project schedule is met.</p>
<p>ii. Anticipated Schedule</p> <p>-Activities will begin in the second quarter once EPA eligibility is approved. Phase I assessments will begin by February 2022, or earlier, and continue throughout the term.</p> <p>-Phase II assessments begin once EPA approves QAPP and associated SAPs anticipated by March 2022. Potential Site Characterization for both cleanup sites (Task 4. Remediation) will be conducted with these funds.</p> <p>-Assessments on priority sites and other sites in the Targeted Area continue throughout the performance period.</p> <p>-The Town staff and QEP will meet monthly to discuss priority sites, ensure required site access/eligibility have been secured, individual projects are progressing, and the overall project schedule is met.</p> <p>-The Town will meet regularly with RHC to determine their specific project needs for redevelopment for overall park design and to identify funding gaps and types of resources needed (such as OCRA funding for demolition and cleanup, local TIF resources, etc.)</p>
<p>iii. Task/Activity Lead: The QEP will lead this task. The QEPs have the specific education and experience required for complying with All Appropriate Inquiry.</p>
<p>iv. Outputs: 1 QAPP and anticipated 10 completed Phase I or Phase II ESA reports.</p>
<p>Task 3 – Cleanup Planning</p>
<p>i. Project Implementation</p> <p>-Cleanup Planning will be conducted in accordance with the IDEM, IBP, and any additional State programs for approval to support redevelopment plans for overall ORIGIN park design. The Assessment of Brownfields Cleanup Alternatives (ABCA), evaluation of needed institutional and engineering controls, and agency coordination and approval will be necessary activities.</p> <p>-The Town will identify potential clean-up resources to leverage towards cleanup of the sites that include blight clearance/demolition and other sources as mentioned previously.</p>
<p>ii. Anticipated Schedule: -Anticipated by October 2022, sites selected for Cleanup planning will continue throughout the performance period. As needed, Site status and Comfort Letter requests will be submitted to Indiana Brownfields Program for the Town and RHC. State Letters are issued after state-determined waiting period. Should the 2 remediation sites (See Remediation Task) require additional cleanup planning, those sites are the highest priority.</p>

<p>iii. Task/Activity Lead: The QEP will lead this task. QEPs have the educational and technical experience required for evaluating/mitigating hazardous/petroleum releases to the environment.</p>
<p>iv. Outputs: 4 cleanup planning documents.</p>
<p>Task 4 – Remediation</p>
<p>i. Project Implementation Cleanup plans for 2 of the priority sites (Graveyard and Cab-Ex) are in process and will be submitted to IDEM for review for recreational reuse of the site. The COCs are similar for both sites: VOCs, RCRA metals PAHs and methane (vapor). The remediation work plans are based upon the Agency’s historical authorization to allow for the excavation and disposal of contaminated soil “hotspots” and impacted fill material. The replacement of clean soils and/or dense aggregate cap to protect future health and the environment will follow. To reduce disposal costs, steps will be taken to segregate hazardous soils from non-hazardous soils. Implementation includes:</p> <ul style="list-style-type: none"> -Collection of additional samples (using assessment grant funds) to further delineate the areas/fill requiring excavation-all dependent upon construction designs for park -Development of HASP to apply to all personnel on-site during remediation -Preparation of bid documents for proposed excavation including dust/erosion controls and temporary site fencing; solicitation of bids from qualified contractors; oversight of selected contractors -Excavation of soil; segregation of soil and waste characterization of excavated materials to determine landfill disposal options -Transportation of soils to approved landfill for disposal -Placement of clean soil or dense aggregate cap in remediation area -Confirmatory sampling -Preparation of final reports and development of institutional controls/engineering controls for environmental covenants for submittal to the IDEM -Environmental covenant is recorded as part of the Deed
<p>ii. Anticipated Schedule: -The remediation activities will begin by Spring 2023 (or earlier) to continue throughout the performance period. Final closure documents from IDEM will include deed restrictions and continuing obligations for RHC.</p>
<p>iii. Task/Activity Lead: The QEP will lead this task. QEPs have the educational and technical experience required for remediating hazardous/petroleum releases to the environment.</p>
<p>iv. Outputs: 2 Remediation Closure Documents; # tons of excavated hazardous waste, # of acres ready for reuse.</p>

3.b Cost Estimates 3.b.i-iii. Development of Cost Estimates, application of Cost Estimates, Funds Allocated Toward Site Specific Work: **Approximately 87% of the \$840,000 budget will go directly to site-specific contractual activities** (site assessments, cleanup planning, and remediation) **with 59% of the \$840,000 budget allotted to site remediation activities.** 5% will go to indirect administration costs. No expenses will be incurred for supplies, equipment, or fringe benefits. *The cost share, provided by the Town (\$40,000), will help fund personnel expenses across all Tasks throughout the 5-year term (40 hours per quarter).*

Task 1 – Programmatic and Outreach: \$31,800 -est \$1,590 per quarter

Personnel costs: 100 hrs @ \$50.00/hour = **\$5,000** for procurement (10 hrs), outreach activities (50 hrs), and EPA program reporting (40 hrs). Remaining programmatic activities will be accomplished with Cost Share.

Travel costs: Attendance for one person to attend National Brownfield Conference: **\$1,800** (per person: \$400 Airfare, 3 nights hotel \$600, 4 days per diem and incidentals \$500, registration fees \$300)

Contractual: \$25,000 for consultant assistance on technical summaries for quarterly reports, monthly progress meetings, and outreach activities throughout term of grant.

Indirect Costs: \$20,000

Task 2 – Site Assessment: \$185,000

Contractual: \$185,000

- 6 Phase I ESAs @ avg cost of \$4,000 = \$24,000
- 4 Phase II ESAs @ avg cost of \$40,000 = \$160,000
- 1 QAPP and updates = \$1,000

Indirect Costs: \$20,000

Task 3 – Cleanup Planning: \$46,000

Contractual costs: 4 cleanup plans @ avg cost of \$11,500 = **\$46,000**

No Indirect Costs

Task 4 – Remediation: \$497,200

All Contractual costs: \$497,200

Remediation plans for 2 of the priority sites (Graveyard and Cab-Ex) are similar due to shared COCs. Costs are combined and remediation may occur sequentially.

- Regulatory Coordination and Project Management estimated \$25,000
- Construction Manager Field Oversight estimated \$50,000
- Remediation Contractor Site Preparation/Soil Erosion, Sediment Control estimated \$10,000
- Remediation Contractor Removal, Transportation Disposal of impacted fill piles/material estimated 500 Tons @\$100/ton = \$50,000
- Remediation Contractor Excavation, transportation, disposal of lead contaminated soil estimated 600 Tons @\$80/ton = \$48,000
- Remediation Contractor Placement & Grading of clean soil/aggregate cap estimated 15,310 Tons @20/ton = \$306,200
- Preparation and submittal of Comfort Letter Application to IDEM/IBP estimated \$8,000

No Indirect Costs

Town of Clarksville EPA Brownfields Multipurpose Budget Request FY2021-2026					
Program Tasks →	Task 1: Programmatic, Outreach	Task 2: Phase I, Phase II	Task 3: Cleanup/Reuse Planning	Task 4: Remediation	Budget
Budget Categories					
Personnel-(non-administrative)	\$5,000	\$0	\$0	\$0	\$5,000
Travel	\$1,800	\$0	\$0	\$0	\$1,800
Contractual	\$25,000	\$185,000	\$46,000	\$497,200	\$753,200
Total Direct	\$31,800	\$185,000	\$46,000	\$497,200	\$760,000
Total Indirect*	\$20,000	\$ 20,000	\$0	\$0	\$ 40,000
Total (Direct + Indirect)	\$51,800	\$205,000	\$46,000	\$497,200	\$800,000
Required Cost Share	\$16,000	\$10,000	\$8,000	\$6,000	\$40,000
Total Budget	\$67,800	\$215,000	\$54,000	\$503,200	\$840,000
<i>*5% Allowable Admin Cost</i>					

3.b.iv Eligibility of Cost Share Activities: The \$40,000 cost share activities are outlined below for each task and are eligible under the grant.

Task 1 Cost Share: \$16,000 (all personnel) will fund 320 hours of Clarksville staff time (\$50.00/hour) throughout the 5-year term for financial tracking and tracking outputs (90 hours), monthly status meeting with the QEP (60 hours), Community Outreach Materials/Press Releases development for public and stakeholder meetings and partner meetings for various platforms (virtual/live); progress reporting to Town Council, the Redevelopment Commission, the RHC and stakeholders (170 hrs).

Task 2 Cost Share: \$10,000 (all personnel) will fund 200 hours of Clarksville staff time (\$50.00/hour) for eligibility reviews, coordinating site access, contractor oversight, report review, stakeholder meetings regarding findings in the reports.

Task 3 Cost Share: \$8,000 (all personnel) will fund 160 hours of Clarksville staff time (\$50.00/hour) for meetings with QEP, IDEM, IBP, and RHC for plan development given specific site reuse specifications; remedial work plan review; stakeholder meetings associated with finalizing cleanup plans; coordination with other Town departments to determine necessary permitting needed for individual plans.

Task 4 Cost Share: \$6,000 (all personnel) will fund 120 hours of Clarksville staff time (\$50.00/hour) for remediation coordination meetings, oversight for the contractor bidding, selection process, adherence to Davis Bacon wage rates (as needed); oversight of QEP and all remediation activities on-site.

3.c. Measuring Environmental Results

Clarksville will continue to diligently track, measure, and report on the success of the project utilizing ACRES and quarterly reports as we have with the FY2018 EPA Grant. The Town will track, measure, and report the number of outputs including number of assessment reports, number of cleanup plans, and number of sites remediated in ACRES. The outputs, described in more detail in the budget section, will lead to specific outcomes, which will include the amount of funding leveraged, the number of acres of greenspace/park created or redeveloped, the number of acres assessed and remediated, the infrastructure investments leveraged; the number of temporary and permanent jobs created. Outcomes/outputs that cannot be easily entered into ACRES (i.e., website updates, staff training, community outreach/meetings) will be reported in quarterly reports. The Town will evaluate the project progress semi-annually and, if goals are not being met or are off schedule, will discuss with the EPA Project Officer and the QEP to identify the shortcomings and adjust the project accordingly.

IV.E.4. PROGRAMMATIC CAPABILITY AND PAST PERFORMANCE

4.a. Programmatic Capability *4.a.i. Organizational Structure and Experience, 4.a. ii. Key Staff*
Programmatic Capability: A team of three Clarksville staff will manage and implement the EPA Grant. **Kevin Baity, Town Manager**, will coordinate and oversee Town staff. Mr. Baity will also market the program, administer public relations, and issue press releases on the program's status. Mr. Baity has served as Clarksville's Town Manager for over 4 years. He has 26 years in municipal management. During his career, he has overseen the current EPA coalition grant and the staff implementing the grant. He has experience with Housing and Urban Development, Community Development Block Grants (CDBG) and US Department of Agriculture grants.

Nic Langford, Manager of Economic Development for the Town of Clarksville, will direct the brownfields initiative, serve as the fiscal manager for this project, ensure compliance with the Cooperative Agreement, work with RHC to prioritize sites selected for assessment and cleanup, conduct property owner and prospective developer communications, oversee the QEP and provide outreach and marketing activities. Mr. Langford has been with the Town for 2 ½ years. Mr. Langford has a Masters' Degree in Public Administration from the University of Louisville. His educational focus was economic development, urban governance, and sustainability. Since the inception of the EPA grant term, he has served as the Town's program/grant manager and compliance auditor for the \$440,000 EPA Assessment Grant. Mr. Langford is also implementing the \$840,800 Indiana DNR Next Level Trails Grant, and \$500,000 of CDBG funds for small businesses impacted by COVID-19.

Brittany Montgomery, Utility Director, will serve as a staff State and Federal procurement and compliance auditor for the project. Mrs. Montgomery has served in many roles relating to state and federal compliance for the last 8 years. Mrs. Montgomery’s involvement will bring a great deal of experience to the project team to ensure a qualified environmental consultant can be selected quickly and in compliance with state and federal procurement requirements.

4.a.iii Acquiring Additional Resources: Acquiring additional resources includes the procurement of a qualified environmental consultant, who will be selected in compliance with state and federal procurement requirements. The Clarksville Team members listed above will select the QEP. The selection review team will be led by Kevin Baity (Town Manager) who will make final decisions with the team input. Our process will be the same as the current grant, We will select a consultant experienced with the EPA and Indiana Brownfields Program, has the capacity to complete the project in 5 years, and has a proven track record of success with EPA Brownfields assessment and remediation projects.

IV.E.4.b.i. Currently Has or Previously Received an EPA Brownfields Grant

The Town received a FY2018 EPA Brownfields Coalition Assessment Grant for \$440,000 (including

Clarksville Redevelopment Commission and the Clarksville Parks District) for Hazardous Substances and Petroleum. The FY2018 workplan outputs are compared to outputs to-date in the Table. To-date outcomes reported are 3 closure letters from the IDEM. Additional outcomes include the effectiveness of outreach meetings. The Town has generated a broad positive interest from the public, Clarksville officials/partners and solidified the Town’s partnership

FY2018 Goals/Outputs	Workplan Output	Outputs to date*
Outreach/Meetings	40	40
Phase I	15	15
Phase II	10	6
Hazardous Surveys	5	1
Cleanup Plans	6	2
* All documented in ACRES		

with RHC. Based upon the design of ORIGIN park, the Town now has an inventory of properties in process of being acquired by the Town (for cleanup funding) or by RHC. To date, the RHC has leveraged \$4 MM towards acquisition of brownfield properties in the park. EPA funding is needed to continue assessment and cleanup activities prior to site acquisition and ORIGIN park development. The leveraging is not included in ACRES because they are not specific to current sites that have been assessed even though they are specific to the Targeted Area. The Town has made the riverfront the highest redevelopment priority and is scheduled to spend over \$110 million on infrastructure projects within the TA over the next 10 years, ranging from a \$13 million in road improvements to address a speedy and dangerous former freeway that runs contiguous with the northern boundary of Origins Park to a \$25 million investment in Public-Private-Partnerships to help stoke development on Clarksville’s Ohio River front and turn it into a dense, walkable, mixed-use downtown for current and new residents to utilize and enjoy.

(2) Compliance with Grant Requirements—BF-00E02387-0 (10/1/2018-9/30/2021)

With one year to go, the Town has successfully negotiated the Cooperative Agreement (CA) with the U.S. EPA, and received approval of its Quality Assurance Project Plan (QAPP) and associated QAPP updates; as well as, all Sampling and Analysis Plans (SAPs) and Health and Safety Plans required for the Phase II activities completed using the Grant funds. The Town has complied with the work plan, conducted over 40 outreach meetings, submitted timely quarterly, MBE/WBE and final reports, and entered required data into the ACRES database. \$179,862 remains in the budget with \$70,000 committed to hazardous Phase I and Phase II ESAs on a keystone piece of land located adjacent to one of our cleanup sites. **For our current grant, 100% of the hazardous budget will be expended by March 2021.** The remainder of the funds are in the petroleum budget. The ability to find an eligible petroleum site has been challenging particularly in the Park Development area. The Town has inquired with the project officer and was encouraged to increase marketing for petroleum funds and to seek out properties with mixed waste situations containing contaminant uncertainties that may be deemed eligible for petroleum funds. The Town’s program manager is currently strategizing with Town officials and RHC regarding locating eligible sites and how to best utilize the petroleum grant dollars.

THRESHOLD CRITERIA

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CLARKSVILLE REDEVELOPMENT COMMISSION FY 2021 U.S. EPA BROWNFIELDS MULTIPURPOSE ASSESSMENT GRANT APPLICATION

THRESHOLD CRITERIA

1. Applicant Eligibility:

The Town of Clarksville (applicant) is a general-purpose unit of local government located in the State of Indiana.

2. **Community Involvement** – Brownfield reuse and cleanup decisions have been and will continue to be made in an open and public manner. The Clarksville Brownfields staff presents information and updates to the Town Council, the Redevelopment Commission, and public meetings of various community-based and neighborhood organizations including Senior Centers and Wellness organizations. To date, the staff has conducted a mix of 40 public/outreach meetings for the current grant. Specific to the Targeted Area, the town will work with the community partners listed above to hold virtual and/or “live” community meetings. Clarksville has recognized the importance of engaging residents in a collaborative planning process for decades. The Town engaged the community initially by hosting the 2010 EPA Technical Assistance to Brownfields Program (TAB) regional workshop to educate residents on brownfields and resources for assessment, cleanup, and redevelopment. This was a kick-off leading to engagement of residents for the 2011 West Riverfront Master Plan. In the event of social distancing and/or restrictions due to COVID-19, the Town will mix a combination of Social Media outlets including local media outlets, the Town’s Facebook Page, and the River Heritage Conservancy (RHC) Facebook Page to post information about the brownfields initiative and updates to request input and comments. One recent combination live and virtual outreach forum (hosted by RHC) took place this summer to describe the eventual redevelopment of ORIGIN Park. 125 residents, stakeholders, community, and business leaders attended in person and/or the live virtual presentation. The live and virtual interactive platform allowed for questions, comments, and input from participants. Since that time, there have been 5,000 views of the event’s video along with 400 comments and meetings with members of the public. The recording is available at (<https://www.facebook.com/riverheritageconservancy/videos/774807500005276/>). The Town will continue to use the virtual platform to provide updates on grant progress on a twice-yearly basis and address concerns associated with the sites. All input from residents and stakeholders will be acknowledged by Coalition members and responded to directly or publicly (depending on the needs of the stakeholder). Questions and responses will be documented in quarterly reports to the EPA. The quarterly EPA progress reports will also be disseminated using our partners’ websites and newsletters, as well as online news sources because these are widely read online.

3. **Target Area** - For this project, the **Town’s Targeted Area (TA)** encompasses census tract 504.01 (a certified Opportunity Zone (OZ)). It is bound to the South by a 3-mile stretch of the Ohio River, Silver Creek to the west, east is Highway US 31/I-65 and north is SR 62. Targeted Area residents live in modest neighborhoods adjacent to 400 acres of brownfields consisting of junkyards, auto salvage, recycling, open dumps and other industrial uses. Clark community and catholic Schools are located just blocks away from the TA. Since 2011, the Town has slowly acquired unsafe brownfields sites in the Targeted Area which are magnets for vandalism, crime, illicit drug use, and the homeless population for the development of an iconic urban park on the Ohio River. The EPA Funding is critical for continued assessment and cleanup of these waterfront lands to deter resident exposure to contaminants and minimize contaminant releases to the Ohio River and to Silver Creek, and our diverse ecological habitats. Transformation of the area will reconnect the Town with its riverfront heritage as well as the significant cultural and civic assets for the region.

4. **Affirmation regarding Applicant Ownership of Brownfields Site –**

The Town of Clarksville affirms that we own the former Graveyard Auto Site located at 1320 Emery Crossing Road in Clarksville, Indiana as of October 9, 2020. The site meets the definition of a Brownfield as defined by CERCLA §109(39). The former Graveyard Auto site is:

- a) NOT listed (or proposed to be listed) on the National Priorities List;
- b) NOT subject to unilateral administrative orders, court orders, administrative orders on consent, or judicial consent decrees issued to or entered into by parties under CERCLA; &
- c) NOT subject to the jurisdiction, custody, or control of the U.S. government.

The Town of Clarksville is NOT potentially liable for contamination at the site under CERCLA §107 because it did not cause or contribute to contamination. The town acquired this property on October 9, 2020 from the Clarksville Redevelopment Commission for purposes of remediation of the site. Prior to acquisition, the Town conducted an ASTM Phase I Environmental Site Assessment on October 6, 2020.

5. **Use of Grant Funds—Please reference Page 2 (Section 1b) and Page 7 (Section 3a)**

An overall plan for revitalization of the target area already exists and is detailed in the section below on page 2.

1.b. Revitalization of Target Area-1.b.i Overall plan for Revitalization- The 2011 Master Plan for the West Riverfront (located in the Targeted Area) led by the Clarksville Historic Preservation Commission began with a year-long planning process that included four public workshops. “A reclaimed greenspace that fosters positive stewardship and rehabilitation of the land, reconnects the community with its riverfront heritage and dynamically engages its natural and cultural history” was the vision statement developed through the process. The Plan was integrated into the 2015 Comprehensive Plan deeming reuse of the West Riverfront Area as a public park that emphasizes the historic and cultural assets of Clarksville.

Since 2015, the implementation of the West Riverfront Master Plan has had significant momentum and continues to be the community’s highest priority to reclaim the degraded acreage and preserve these lands to emphasize the historic and cultural assets of the Town. To bring the vision to fruition, the Town is working with River Heritage Conservancy (RHC). RHC, funded by the local philanthropic community, is a nonprofit dedicated to the creation, maintenance, and preservation of a parkscape along the Ohio River. The Town and RHC have been working in tandem to acquire brownfields sites and mitigate/remediate existing environmental contamination in the Targeted Area. To date, RHC has invested \$10 MM that includes \$4 MM in the acquisition of brownfields sites. The Town’s role has been to expend current EPA Brownfields Grant funds to provide due diligence and cleanup plans prior to RHC’s site acquisition and work closely with the Indiana Department of Environmental Management (IDEM) and the Indiana Brownfields Program (IBP) to ensure proper environmental closure of dumps, landfills, and brownfields. The Town continues to work with the Army Corps of Engineers (ACOE) on bank stabilization, bendway weirs and river dikes on the Ohio River.

RHC unveiled the “ORIGIN Park” Master Plan schematics and specifications in August 2020 on facebook which aligns with the Town’s vision for the West Riverfront. ORIGIN Park, designed by OLIN Studios, is the first park of its kind in the upper south and midwest in that it is intentionally an amphibious park, designed to accept floods. It heals a landscape and then allows it to function as a sponge by flexing with flood waters. Biological inventories of the park found over 180 species of birds, 20 species of mammals, and select wildlife and plants on the Threatened and Endangered Species List. The cost to build the park is estimated to be \$130 million to be accomplished through a blend of public and private dollars. Fundraising for ORIGIN park’s first elements will start in 2021 and \$10 MM has already been secured. The proposed landscape goal

for the park is three-fold: the enhancement and protection of the existing natural, cultural assets; increased access to the River via vehicular, pedestrian and bicycle routes; and, the development of a variety of park recreational/historical programs. ORIGIN Park’s design is “flood resilient” and will allow people to experience the park even when the Ohio River periodically floods. It adds 22 miles of trails including the Infinity Loop, a 2.8-mile elevated trail where bicyclists and walkers can wind through ORIGIN Park in all seasons. On a larger scale, the parkland includes 232 acres in adjacent Floyd County and will connect southern Indiana with the Louisville region’s vast park system. The vision cannot be implemented until the damage left by landfills, dumps, junkyards, and illegal dumping are remediated so contaminants do not continue to spread out over the area, to the River, and creek each time the river floods.

The current ORIGIN park design indicates that a portion of the Graveyard Auto site will be reused for public parking for the proposed White Water Center; Cab-Ex will be used as a paddling access point and picnic meadow; and, the Recycling Station will be part of the Industrial Meadow. Given, these are only 3 sites in the 400 acres, dozens more are in the pipeline. This EPA Multipurpose grant will provide gap funding needed to assess/remediate properties and accelerate implementation of ORIGIN Park.

3.a. Description of Tasks/Activities and Outputs *3.a.i-iv. Project Implementation, Anticipated Project Schedule, Task/Activity Lead, Outputs:* The EPA funding will enable the Town to achieve the community’s vision and implement plans and development of the ORIGIN Park. The EPA funds will enable Clarksville to build on past assessments conducted in the Targeted Area and flexibly address assessment, cleanup, for the site-specific reuses outlined in the Plan. The Town will use the grant to conduct comprehensive community outreach, 4 Phase I environmental Site Assessments (ESAs), 4 Phase II ESAs, (including the Recycling Station), develop 4 Cleanup Plans, and remediate the Graveyard Site and the Cab-Ex site. Project implementation, schedule, and costs are based upon the Clarksville Coalitions’ FY2018 EPA Grant experience. The following four tasks will be implemented to accomplish this plan.

<p>Task 1 – Programmatic and Outreach</p> <p><i>i. Project Implementation</i></p> <ul style="list-style-type: none"> -The Work Plan will be prepared and the Cooperative Agreement (CA) will be executed. Grant project tracking and financial systems will be set up and maintained. Compliance with Cooperative Agreement Terms will be monitored. -A Qualified Environmental Professional(s) (QEP) will be retained in compliance with applicable federal procurement regulations. -Quarterly reports will be submitted to the U.S. EPA; the Assessment, Cleanup, and Redevelopment Exchange System (ACRES) will be updated; MBE/WBE/DBE reports and final project closeout documentation will be submitted. -Staff will attend EPA National Brownfields Conference -Community Outreach Materials/Press Releases will be developed for Social Media outlets, local media outlets, the Town’s Facebook Page, and the River Heritage Conservancy (RHC) and partners websites. Up to 40 Public/Outreach meetings will be conducted through a mix of virtual and live events. -Assistance will be requested from the County or State health departments as appropriate to understand and prioritize health risks at brownfield sites identified for assessment. -QEP will develop technical outreach materials and support technical reporting needed for reports.
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<p>ii. Anticipated Schedule</p> <ul style="list-style-type: none"> -The Work Plan will be prepared within one month of receiving notification of the grant award; CA will be executed by September 2021. CA Compliance tracking and Financial Systems will be set up upon award of grant and maintained throughout term. -A QEP will be retained within three months of award. -Beginning January 2022, Quarterly reports will be submitted within 30 days of the end of the quarterly reporting period, ACRES will be updated as sites are assessed/remediated. ACRES updated with cleanup and/or redevelopment information during and/or after the performance period. Annual MBE/WBE reports submitted. Final project closeout documentation submitted as required once the performance period ends. -Staff will attend the 2023 EPA National Brownfields Conference. -A series of public project “kick-off” meetings will begin November 2021 with Town Stakeholders, RHC, and Partners. Community outreach activities will continue throughout the performance period.
<p>iii. Task/Activity Lead: The Town will lead this Task and Activities</p>
<p>iv. Outputs: Work Plan, CA, quarterly reports (20); ACRES updates; MBE/WBE reports (4) and final project closeout documentation; staff training; outreach meetings throughout the term (estimated 40) and development of outreach materials.</p>
<p>Task 2 – Site Assessment</p>
<p>i. Project Implementation</p> <ul style="list-style-type: none"> -Phase I and/or Phase II assessments will be conducted in the TA, in accordance with All Appropriate Inquiry (ASTM Standard E1527-13) and other ASTM standards/practices. -The Town will arrange site access for all site assessment activities and prioritize sites to meet needs of ORIGIN Park development -QEP will prepare and submit Quality Assurance Project Plan (QAPP) for U.S. EPA for approval. -QEP will conduct assessments on Targeted Area sites and issue reports. -The Town will review reports for accuracy and oversee QEP to ensure individual assessments are progressing, and the overall project schedule is met.
<p>ii. Anticipated Schedule</p> <ul style="list-style-type: none"> -Activities will begin in the second quarter once EPA eligibility is approved. Phase I assessments will begin by February 2021 and continue throughout the term. -Phase II Assessments (and Sampling and Analysis Plans prepared) begin once EPA approves QAPP and associated SAPs anticipated to be accomplished by March 2021. Potential Site Characterization for both cleanup sites (Task 4. Remediation) will be conducted with these funds. -Assessments on priority sites and other sites in the Targeted Area continue throughout the performance period. -The Town staff and QEP will meet monthly to discuss priority sites, ensure required site access/eligibility have been secured, individual projects are progressing, and the overall project schedule is met. -The Town will meet regularly with RHC to determine their specific project needs for redevelopment for overall park design and to identify funding gaps and types of resources needed (such as OCRA funding for demolition and cleanup, local TIF resources, etc.)
<p>iii. Task/Activity Lead: The QEP will lead this task.</p>
<p>iv. Outputs: 1 QAPP and anticipated 10 completed Phase I and Phase II ESA reports.</p>

<p>Task 3 – Cleanup Planning</p> <p>i. Project Implementation -Cleanup Planning will be conducted in accordance with the IDEM, IBP, and any additional State programs for approval to support redevelopment plans for overall park design. The Assessment of Brownfields Cleanup Alternatives (ABCA), evaluation of needed institutional and engineering controls, and agency coordination and approval will be necessary activities. -The Town will identify potential clean-up resources to leverage towards cleanup of the sites that includes blight clearance/demolition and other sources as mentioned previously.</p> <p>ii. Anticipated Schedule: -Anticipated by October 2022, sites selected for Cleanup planning will continue throughout the performance period. As needed, Site status and Comfort Letters requests will be submitted to Indiana Brownfields Program for the Town and the RHC. State Letters are issued after state-determined waiting period. Should the 2 remediation sites (See Remediation Task) require additional cleanup planning, those sites are the highest priority.</p> <p>iii. Task/Activity Lead: The QEP will lead this task.</p> <p>iv. Outputs: 4 cleanup planning documents.</p>
<p>Task 4 – Remediation</p> <p>i. Project Implementation Cleanup plans for 2 of the priority sites (Graveyard and Cab-Ex) are in process and will be submitted to IDEM for review for recreational reuse of the site. The COCs are similar for both sites: VOCs, RCRA metals PAHs and Methane (Vapor). The remediation work plans are based upon the Agency’s historical authorization to allow for the excavation and disposal of contaminated soil “hotspots” and impacted fill material. The replacement of clean soils and/or dense aggregate cap to protect future health and environment will follow. To reduce disposal costs, steps will be taken to segregate hazardous soils from non-hazardous soils. Implementation includes: -Collection of additional samples (using assessment grant funds) to further delineate the areas/fill requiring excavation-all dependent upon construction designs for park -Development of HASP to apply to all personnel on-site during remediation -Preparation of bid documents for proposed excavation including dust/erosion controls and temporary site fencing; solicitation of bids from qualified contractors; oversight of selected contractors -Excavation of soil; segregation of soil and waste characterization of excavated materials to determine landfill disposal options -Transportation of soils to approved landfill for disposal - Placement of a clean soil or dense aggregate cap in remediation area -Confirmatory Sampling -Preparation of Final report and Development of Institutional Controls/Engineering controls for Environmental Covenant for submittal to the IDEM -Environmental Covenant is recorded as part of the Deed</p> <p>ii. Anticipated Schedule: -The remediation activities will begin by Spring 2023 (or earlier) to continue throughout the performance period. Final closure documents from IDEM will include deed restrictions and continuing obligations for River Heritage Conservany.</p> <p>iii. Task/Activity Lead : The QEP will lead this task.</p> <p>iv. Outputs: 2 Remediation Closure Documents; # tons of excavated hazardous waste</p>

3.b Cost Estimates 3.b.i-iii. Development of Cost Estimates, application of Cost Estimates, Funds Allocated Toward Site Specific Work: **Approximately 87% of the \$840,000 budget will go directly to site-specific contractual activities** (site assessments, cleanup planning, and remediation) **with 59% of the \$840,000 budget allotted to site remediation activities.** 5% will go to indirect administration costs. No expenses will be incurred for supplies, equipment, or fringe benefits. *The cost share, provided by the Town (\$40,000), will fund personnel expenses across all Tasks throughout the 5-year term (40 hours per quarter).*

Task 1 – Programmatic and Outreach: \$31,800 -est \$1,590 per quarter

Personnel costs: 100 hrs @ \$50.00/hour = **\$5,000** for procurement, outreach activities, and EPA program reporting. Remaining programmatic activities will be accomplished with Cost Share.

Travel costs: Attendance for one person to attend Nat'l Brownfield Conference: **\$1,800** (per person: \$400 Airfare, 3 nights hotel \$600, 4 days per diem and incidentals \$500, registration fees \$300)

Contractual: \$25,000 for consultant assistance on technical summaries for quarterly reports, monthly progress meetings, and outreach activities throughout term of grant.

Indirect Costs: \$20,000

Task 2 – Site Assessment: \$185,000

Contractual: \$185,000

- 6 Phase I ESAs @ avg cost of \$4,000 = \$24,000
- 4 Phase II ESAs @ avg cost of \$40,000 = \$160,000
- 1 QAPP and updates = \$1,000

Indirect Costs: \$20,000

Task 3 – Cleanup Planning: \$46,000

Contractual costs: 4 cleanup plans @ avg cost of \$11,5000 = **\$46,000**

No Indirect Costs

Task 4 – Remediation: \$497,200

All Contractual costs: \$497,200

Remediation plans for 2 of the priority sites (Graveyard and Cab-Ex) are similar due to shared COCs. Costs are combined and remediation may occur sequentially.

- Regulatory Coordination and Project Management estimated \$25,000
- Construction Manager Field Oversight estimated \$50,000
- Remediation Contractor Site Preparation/Soil Erosion, Sediment Control estimated \$10,000
- Remediation Contractor Removal, Transportation Disposal of impacted fill piles/material estimated 500 Tons @\$100/ton = \$50,000
- Remediation Contractor Excavation, transportation, disposal of lead contaminated soil estimated 600 Tons @\$80/ton = \$48,000
- Remediation Contractor Placement & Grading of clean soil/aggregate cap estimated 15,310 Tons @20/ton = \$306,200
- Preparation and submittal of Comfort Letter Application to IDEM/IBP estimated \$8,000

No Indirect Costs

Town of Clarksville EPA Brownfields Multipurpose Budget Request FY2021-2026					
Program Tasks →	Task 1: Programmatic, Outreach	Task 2: Phase I, Phase II	Task 3: Cleanup/Reuse Planning	Task 4: Remediation	Budget
Budget Categories					
Personnel-(<i>non-administrative</i>)	\$5,000	\$0	\$0	\$0	\$5,000
Travel	\$1,800	\$0	\$0	\$0	\$1,800
Contractual	\$25,000	\$185,000	\$46,000	\$497,200	\$753,200
Total Direct	\$31,800	\$185,000	\$46,000	\$497,200	\$760,000
Total Indirect*	\$20,000	\$ 20,000	\$0	\$0	\$ 40,000
Total (Direct + Indirect)	\$51,800	\$205,000	\$46,000	\$497,200	\$800,000
Required Cost Share	\$16,000	\$10,000	\$8,000	\$6,000	\$40,000
Total Budget	\$67,800	\$215,000	\$54,000	\$503,200	\$840,000
<i>*5% Allowable Admin Cost</i>					

6. Required Cost Share

The Town will provide \$40,000 in in-kind time to support personnel expenses across Tasks outlined above. The \$40,000 cost share activities are outlined below for each task and are eligible under the grant.

Task 1 Cost Share: \$16,000 (all personnel) will fund 320 hours of Clarksville staff time (\$50.00/hour) throughout the 5-year term for financial tracking, tracking outputs, monthly status meeting with the QEP, Community Outreach Materials/Press Releases development for public and stakeholder meetings and partner meetings for various platforms (virtual/live); progress reporting to Town Council, the Redevelopment Commission, the RHC and stakeholders.

Task 2 Cost Share: \$10,000 (all personnel) will fund 200 hours of Clarksville staff time (\$50.00/hour) for eligibility reviews, coordinating site access, contractor oversight, report review, stakeholder meetings regarding findings in the reports.

Task 3 Cost Share: \$8,000 (all personnel) will fund 160 hours of Clarksville staff time (\$50.00/hour) for meetings with QEP, IDEM, IBP, and RHC for plan development given specific site reuse specifications; remedial work plan review; stakeholder meetings associated with finalizing cleanup plans; coordination with other Town departments to determine necessary permitting needed for individual plans.

Task 4 Cost Share: \$6,000 (all personnel) will fund 120 hours of Clarksville staff time (\$50.00/hour) for remediation coordination meetings, oversight for the contractor bidding, selection process, adherence to Davis Bacon wage rates (as needed); oversight of QEP and all remediation activities on-site.

	U.S. ENVIRONMENTAL PROTECTION AGENCY Cooperative Agreement	GRANT NUMBER (FAIN): 00E03050 MODIFICATION NUMBER: 0 PROGRAM CODE: BF	DATE OF AWARD 08/11/2021
		TYPE OF ACTION New	MAILING DATE 08/18/2021
		PAYMENT METHOD: ASAP	ACH# 51041
		RECIPIENT TYPE: C: City or Township Government	
RECIPIENT: Town of Clarksville 2000 Broadway Str. Clarksville, IN 47129-7762 EIN: 35-6000980		PAYEE: Town of Clarksville 2000 Broadway Str. Clarksville, IN 47129-7762	
PROJECT MANAGER Nicolas Langford 2000 Broadway Street Clarksville, IN 47129-7762 E-Mail: nlangford@townofclarksville.com Phone: 812-283-1404		EPA PROJECT OFFICER Brittney Nadler 77 West Jackson Blvd., LP-17J Chicago 60604-3507 E-Mail: Nadler.Brittney@epa.gov Phone: 312-886-5740	
EPA GRANT SPECIALIST Kendra Kozak Assistance Section, MA-10J 77 West Jackson Blvd. Chicago, IL, null 60604-3507 E-Mail: Kozak.Kendra@epa.gov Phone: 312-353-8834			
PROJECT TITLE AND DESCRIPTION FY21 Clarksville Multipurpose Grant This agreement will provide funding for the Town of Clarksville to conduct a range of activities associated with the planning, assessment, and clean up of brownfield sites in the West Ohio Riverfront, Clarksville, Ohio. Currently, the targeted area contains a residential community adjacent to 400 acres of brownfields consisting of junkyards, auto salvage, recycling, open dumps, and other industrial uses. Brownfields are real property, the expansion, development or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant.			
BUDGET PERIOD 10/01/2021 - 09/30/2026	PROJECT PERIOD 10/01/2021 - 09/30/2026	TOTAL BUDGET PERIOD COST \$840,000.00	TOTAL PROJECT PERIOD COST \$840,000.00
NOTICE OF AWARD			
<p>Based on your Application dated 07/09/2021 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$800,000.00. EPA agrees to cost-share 95.24% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$800,000.00. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.</p>			
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)		AWARD APPROVAL OFFICE	
ORGANIZATION / ADDRESS U.S. EPA Region 5 Mail Code MCG10J 77 West Jackson Blvd. Chicago, IL 60604-3507		ORGANIZATION / ADDRESS U.S. EPA, Region 5, Land, Chemicals and Redevelopment Division LP-17J R5 - Region 5 77 West Jackson Blvd. Chicago, IL 60604-3507	
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY			
Digital signature applied by EPA Award Official William Massie - Chief, Acquisition and Assistance Branch			DATE 08/11/2021

EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$0	\$800,000	\$800,000
EPA In-Kind Amount	\$0	\$0	\$0
Unexpended Prior Year Balance	\$0	\$0	\$0
Other Federal Funds	\$0	\$0	\$0
Recipient Contribution	\$0	\$40,000	\$40,000
State Contribution	\$0	\$0	\$0
Local Contribution	\$0	\$0	\$0
Other Contribution	\$0	\$0	\$0
Allowable Project Cost	\$0	\$0	\$0

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.818 - Brownfields Multipurpose, Assessment, Revolving Loan Fund, and Cleanup Cooperative Agreements	CERCLA: Secs. 104(k)(4) & 104(k)(5)(E)	2 CFR 200, 2 CFR 1500 and 40 CFR 33

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
-	2105QEX042	21	E4	0500AG7	000D79	4114	-	-	\$800,000
									\$800,000

Budget Summary Page

Table A - Object Class Category (Non-Construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$45,000
2. Fringe Benefits	\$0
3. Travel	\$1,800
4. Equipment	\$0
5. Supplies	\$0
6. Contractual	\$753,200
7. Construction	\$0
8. Other	\$0
9. Total Direct Charges	\$800,000
10. Indirect Costs: 0.00 % Base Refer to Table B	\$40,000
11. Total (Share: Recipient <u>4.76</u> % Federal <u>95.24</u> %)	\$840,000
12. Total Approved Assistance Amount	\$800,000
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$800,000
15. Total EPA Amount Awarded To Date	\$800,000

Summary of Indirect Cost Rates

Table B - Program Element Classification (Non-construction)	Total Approved Allowable Budget Period Cost
1. De minimis rate of 4.76% modified total direct costs (MTDC)	\$0
2.	\$0
3.	\$0
4.	\$0
5.	\$0
6.	\$0
7.	\$0
8.	\$0
9.	\$0
10.	\$0
11. Total (Share: Recip % Fed %)	\$0
12. Total Approved Assistance Amount	\$0

Administrative Conditions

General Terms and Conditions

The recipient agrees to comply with the current EPA general terms and conditions available at: <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-november-12-2020-or-later>.

These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: <https://www.epa.gov/grants/grant-terms-and-conditions#general>.

A. Correspondence Condition

The terms and conditions of this agreement require the submittal of reports, specific requests for approval, or notifications to EPA. Unless otherwise noted, all such correspondence should be sent to the following email addresses:

- Federal Financial Reports (SF-425): rtpfc-grants@epa.gov and Kozak.Kendra@epa.gov
- MBE/WBE reports (EPA Form 5700-52A): Region5Closeouts@epa.gov and Kozak.Kendra@epa.gov
- All other forms/certifications/assurances, Indirect Cost Rate Agreements, Requests for Extensions of the Budget and Project Period, Amendment Requests, Requests for other Prior Approvals, updates to recipient information (including email addresses, changes in contact information or changes in authorized representatives) and other notifications: Nadler.Brittney@epa.gov and Kozak.Kendra@epa.gov
- Quality Assurance documents, workplan revisions, equipment lists, programmatic reports and deliverables: Nadler.Brittney@epa.gov

Programmatic Conditions

FY21 Multipurpose Cooperative Agreement

Terms and Conditions

Please note that these Terms and Conditions (T&Cs) apply to Brownfield Multipurpose Cooperative Agreements awarded under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) § 104(k).

I. GENERAL FEDERAL REQUIREMENTS

NOTE: For the purposes of these Terms and Conditions, the term “assessment” includes eligible activities under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) § 104(k)(2)(A)(i) such as activities involving the inventory, characterization, assessment, and planning relating to brownfield sites as described in the EPA-approved workplan.

A. Federal Policy and Guidance

1. Cooperative Agreement Recipients: By awarding this cooperative agreement, the Environmental Protection Agency (EPA) has approved the application for the Cooperative Agreement Recipient (CAR) submitted in the Fiscal Year 2021 competition for Brownfield Multipurpose cooperative agreements.
2. In implementing this agreement, the CAR shall ensure that work done with cooperative agreement funds complies with the requirements of CERCLA § 104(k). The CAR shall also ensure that assessment and cleanup activities supported with cooperative agreement funding comply with all applicable federal and state laws and regulations. The CAR must ensure cleanups are protective of human health and the environment.
3. The CAR must consider whether it is required to conduct cleanups through a State or Tribal response program. If the CAR chooses not to participate in a State or Tribal response program, then the CAR is required to consult with the EPA Project Officer to ensure the proposed cleanup is protective of human health and the environment.

If the State or Tribe does not have a promulgated Response Program, then the CAR is required to consult with the EPA Project Officer to ensure the protectiveness of human health and the environment.

4. A term and condition or other legally binding provision shall be included in all subawards entered into with the funds awarded under this agreement, or when funds awarded under this agreement are used in combination with non-federal sources of funds, to ensure that the CAR complies with all applicable federal and state laws and requirements. In addition to CERCLA § 104(k), federal applicable laws and requirements include 2 CFR Part 200.
5. The CAR must comply with federal cross-cutting requirements. These requirements include, but are not limited to, DBE requirements found at 40 CFR Part 33; OSHA Worker Health & Safety Standard 29 CFR § 1910.120; Uniform Relocation Act (40 USC § 61); National Historic Preservation Act (16 USC § 470); Endangered Species Act (P.L. 93-205); Permits required by Section 404 of the Clean Water Act; Executive Order 11246, Equal Employment Opportunity, and implementing regulations at 41 CFR § 60-4; Contract Work Hours and Safety Standards Act, as amended (40 USC §§ 327-333); the Anti-Kickback Act (40 USC § 276c); and Section 504 of the Rehabilitation Act of 1973 as implemented by Executive Orders 11914 and 11250. For additional information on cross-cutting requirements visit <https://www.epa.gov/grants/epa-subaward-cross-cutter-requirements>.
6. The CAR must comply with Davis-Bacon Act prevailing wage requirements and associated U.S. Department of

Labor (DOL) regulations for all construction, alteration, and repair contracts and subcontracts awarded with funds provided under this agreement by operation of CERCLA § 104(g). Assessment activities generally do not involve construction, alteration, and repair within the meaning of the Davis-Bacon Act. However, the recipient must contact the EPA Project Officer if there are unique circumstances (e.g., removal of an underground storage tank or another structure and restoration of the site) that indicate that the Davis-Bacon Act applies to an activity the CAR intends to carry out with funds provided under this agreement. EPA will provide guidance on Davis-Bacon Act compliance if necessary. Cleanup activities are likely to require Davis-Bacon compliance. For more detailed information on complying with Davis-Bacon, please see the Davis-Bacon Addendum to these terms and conditions.

II. SITE ELIGIBILITY REQUIREMENTS

A. Eligible Brownfield Site Determinations

1. The CAR may only clean up sites it solely owns that are within the target area specified in the workplan for this cooperative agreement. The CAR must retain ownership of the site(s) while Brownfield Multipurpose Grant funds are disbursed for the cleanup of the site(s) and must consult with the EPA Project Officer prior to transferring title or otherwise conveying the real property comprising the site. For the purposes of this agreement, the term “owns” means fee simple title unless EPA approved a different ownership arrangement at the time of award or the EPA Project Officer advises the CAR that a different ownership is acceptable to EPA for a site after the award.

2. The CAR must provide information to the EPA Project Officer about site-specific work prior to incurring any costs under this cooperative agreement for sites that have not already been pre-approved in the CAR’s workplan by EPA. The information that must be provided includes whether the site meets the definition of a brownfield site as defined in CERCLA § 101(39), and whether the CAR is the potentially responsible party under CERCLA § 107, is exempt from CERCLA liability and/or has defenses to CERCLA liability, and documentation that the CAR owns the site it intends to clean up.

3. If the site is excluded from the general definition of a brownfield, but is eligible for a property-specific funding determination, then the CAR may request a property-specific funding determination from the EPA Project Officer. In its request, the CAR must provide information sufficient for EPA to make a property-specific funding determination on how financial assistance will protect human health and the environment, and either promote economic development or enable the creation of, preservation of, or addition to parks, greenways, undeveloped property, other recreational property, or other property used for nonprofit purposes. The CAR must not incur costs for assessing sites requiring a property-specific funding determination by EPA until the EPA Project Officer has advised the CAR that EPA has determined that the property is eligible.

4. Brownfield Sites Contaminated with Petroleum

a. For any petroleum-contaminated brownfield site that is not included in the CAR’s EPA-approved workplan, the CAR shall provide sufficient documentation to EPA prior to incurring costs under this cooperative agreement which documents that:

- i. the State determines there is “no viable responsible party” for the site;
- ii. the State determines that the person addressing the site is a person who is not potentially liable for cleaning up the site; and
- iii. the site is not subject to any order issued under Section 9003(h) of the Solid Waste Disposal Act.

This documentation must be prepared by the CAR or the State, following contact and discussion with the appropriate state petroleum program official. Please contact the EPA Project Officer for additional information.

b. Documentation must include:

- i. the identity of the State program official contacted;
- ii. the State official's telephone number;
- iii. the date of the contact; and

a summary of the discussion relating to the State's determination that there is no viable responsible party and that the person addressing the site is not potentially liable for cleaning up the site.

Other documentation provided by a State to the recipient relevant to any of the determinations by the State must also be provided to the EPA Project Officer.

c. If the State chooses not to make the determinations described in Section II.A.4. above, the CAR must contact the EPA Project Officer and provide the necessary information for EPA to make the requisite determinations.

d. EPA will make all determinations on the eligibility of petroleum-contaminated brownfield sites located on tribal lands (i.e., reservation lands or lands otherwise in Indian country, as defined at 18 U.S.C. § 1151). Before incurring costs for these sites, the CAR must contact the EPA Project Officer and provide the necessary information for EPA to make the determinations described in Section II.A.4.b. above.

B. Continuing Obligations for CARs

1. The CAR shall not use cooperative agreement funds to pay for a response cost at the site for which the CAR was potentially liable under CERCLA § 107. The CAR must demonstrate that it meets the requirements for one of the Landowner Liability Protections as either a Bona Fide Prospective Purchaser (BFPP), Contiguous Property Owner (CPO), or Innocent Landowner (ILO). These requirements include certain threshold criteria and continuing obligations that must be met in order for the CAR to maintain its status. If the CAR fails to meet these obligations, EPA may disallow the costs incurred under this cooperative agreement for cleaning up the site under CERCLA § 104(k)(8)(C). The Landowner Liability Protection requirements include:

- a. Performing "all appropriate inquiries" into the previous ownership and uses of the property before acquiring the property.
- b. Not being potentially liable or affiliated with any other person who is potentially liable for response costs at the facility through any direct or indirect familial relationship, any contractual, corporate, or financial relationship, or through the result of a reorganized business entity that was potentially liable.

While not necessary to obtain ILO protection, the CAR must still establish by a preponderance of the evidence that the act or omission that caused the release or threat of release of hazardous substances and any resulting damages were caused by a third party with whom the person does not have an employment, agency, or contractual relationship.

c. Demonstrating that no disposal of hazardous substances occurred at the facility after acquisition by the

landowner (does not specifically apply for the CPO protection).

d. Taking “reasonable steps” with respect to hazardous substance releases by stopping any continuing releases, preventing any threatened future releases, and preventing or limiting human, environmental, or natural resource exposure to any previously released hazardous substance.

e. Complying with any land use restrictions established or relied on in connection with the response action at the site and not impeding the effectiveness or integrity of institutional controls employed in connection with the response action.

f. Providing full cooperation, assistance, and access to persons that are authorized to conduct response actions or natural resource restoration at the site from which there has been a release or threatened release.

g. Complying with information requests and administrative subpoenas (does not specifically apply for the ILO protection).

h. Providing all legally required notices with respect to the discovery or release of any hazardous substances at the site (does not specifically apply for the ILO protection).

Notwithstanding the CAR’s continuing obligations under this agreement, the CAR is subject to the applicable liability provisions of CERCLA governing its status as a BFPP, CPO, or ILO. CERCLA requires additional obligations to maintain the liability limitations for BFPP, CPO, and ILO; the relevant provisions for these obligations include §§ 101(35), 101(40), 107(b), 107(q) and 107(r).

CARs that are exempt from CERCLA liability or do not have to meet the requirements for asserting an affirmative defense to CERCLA liability must also comply with continuing obligation items c.-h.

III. GENERAL COOPERATIVE AGREEMENT

ADMINISTRATIVE REQUIREMENTS

A. Sufficient Progress

1. This condition supplements the requirements of the Sufficient Progress Condition (No. 27) in the General Terms and Conditions. If after 2 years from the date of award, EPA determines that the CAR has not made sufficient progress in implementing its cooperative agreement, the CAR must implement a corrective action plan concurred on by the EPA Project Officer and approved by the Award Official or Grants Management Officer. Alternatively, EPA may terminate this agreement under 2 CFR § 200.340 for material non-compliance with its terms, or with the consent of the CAR as provided at 2 CFR § 200.340, depending on the circumstances. Sufficient progress is indicated when 35% of funds have been drawn down and disbursed for eligible activities and when sites are prioritized or an inventory has been initiated (if necessary), initial community involvement activities have taken place, relevant state or tribal pre-cleanup requirements are being addressed, an appropriate remediation plan is in place for at least one eligible brownfield site, institutional control development (if necessary) has commenced, institutional control development (if necessary) has commenced, and/or a solicitation for services has been issued.

B. Substantial Involvement

1. EPA may be substantially involved in overseeing and monitoring this cooperative agreement.

- a. Substantial involvement by EPA generally includes administrative activities by the EPA Project Officer such as monitoring, reviewing project phases, and approving substantive terms included in professional services contracts. EPA will not direct or recommend that the CAR enter into a contract with a particular entity.
- b. Substantial EPA involvement includes brownfield eligibility determinations (including property-specific funding determinations described in Section II.A.2.) and when the CAR awards a subaward for site assessment and/or cleanup. The CAR must obtain technical assistance from the EPA Project Officer, or his/her designee, on which sites qualify as a brownfield site and determine whether the statutory prohibitions found in CERCLA § 104(k)(5)(B)(i)-(iv) apply. (Note, the prohibition does not allow the subrecipient to use EPA cooperative agreement funds to address a site for which the subrecipient is potentially liable under CERCLA § 107.)
- c. Substantial EPA involvement may include reviewing financial and program performance reports, monitoring all reporting, record-keeping, and other program requirements.
- d. EPA may waive any of the provisions in Section III.B.1., except for property-specific funding determinations, at its own initiative or upon request by the CAR. The EPA Project Officer will provide waivers in writing.

2. Effects of EPA's substantial involvement include:

- a. EPA's review of any project phase, document, or cost incurred under this cooperative agreement will not have any effect upon CERCLA § 128 *Eligible Response Site* determinations or rights, authorities, and actions under CERCLA or any federal statute.
- b. The CAR remains responsible for ensuring that all assessments and cleanups are protective of human health and the environment and comply with all applicable federal and state laws. If changes to the expected cleanup become necessary based on public comment or other reasons, the CAR must consult with the EPA Project Officer and the State.
- c. The CAR and its subrecipients remain responsible for ensuring costs are allowable under 2 CFR Part 200, Subpart E.

C. Cooperative Agreement Recipient Roles and Responsibilities

1. The CAR must acquire the services of a Qualified Environmental Professional(s) as defined in 40 CFR § 312.10 to coordinate, direct, and oversee the brownfield site assessment and cleanup activities at a given site, if it does not have such a professional on staff.
2. Funds expended under this cooperative agreement must be used to complete at least one Phase II environmental site assessment, to conduct cleanup activities at one or more brownfield site within the target area, and to produce one overall plan for revitalization of one or more sites in the target area (if a plan does not already exist), as specified in the workplan. If a CAR is not making sufficient progress and appears unlikely to complete these cooperative agreement requirements, EPA may terminate this agreement under 2 CFR § 200.340 for material non-compliance with its terms, or with the consent of the CAR as provided at 2 CFR § 200.340, depending on the circumstances, as referenced in Section III.A.
3. The CAR is responsible for ensuring that funding received under this cooperative agreement does not exceed the

statutory \$200,000 funding limitation for an individual brownfield site. Waiver of this funding limit for a brownfield site must be submitted to the EPA Project Officer and approved prior to the expenditure of funding exceeding \$200,000. In no case may funding for site-specific assessment activities exceed \$350,000 on a site receiving a waiver.

5. Cybersecurity – The recipient agrees that when collecting and managing environmental data under this cooperative agreement, it will protect the data by following all applicable State or Tribal law cybersecurity requirements.

a. EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement are secure. For purposes of this section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) no later than 90 days after the date of this award and work with the designated Regional/ Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

b. The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in Cybersecurity Section a. above if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR § 200.332(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

6. All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at www.fgdc.gov.

D. Quarterly Progress Reports

1. In accordance with EPA regulations 2 CFR Parts 200 and 1500 (specifically, § 200.329, *Monitoring and Reporting Program Performance*), the CAR agrees to submit quarterly progress reports to the EPA Project Officer within 30 days after each reporting period. The reporting periods are October 1 – December 31 (1st quarter); January 1 – March 31 (2nd quarter); April 1 – June 30 (3rd quarter); and July 1 – September 30 (4th quarter).

These reports shall cover work status, work progress, difficulties encountered, preliminary data results and a statement of activity anticipated during the subsequent reporting period, including a description of equipment, techniques, and materials to be used or evaluated. A discussion of expenditures and financial status for each workplan task, along with a comparison of the percentage of the project completed to the project schedule and an explanation of significant discrepancies shall be included in the report. The report shall also include any changes of key personnel concerned with the project.

2. The CAR must submit progress reports on a quarterly basis to the EPA Project Officer. Quarterly progress reports must include:

- a. A summary that clearly differentiates between activities completed with EPA funds provided under the Brownfield Multipurpose cooperative agreement, including the required cost share, and related activities completed with other sources of leveraged funding.
- b. A summary and status of approved activities performed during the reporting quarter; a summary of the performance outputs/outcomes achieved during the reporting quarter; and a description of problems encountered during the reporting quarter that may affect the project schedule.
- c. A comparison of actual accomplishments to the anticipated outputs/outcomes specified in the EPA-approved workplan and reasons why anticipated outputs/outcomes were not met.
- d. An update on the project schedule and milestones, including an explanation of any discrepancies from the EPA-approved workplan.
- e. A list of the properties where assessment, cleanup, and planning activities were performed and/or completed during the reporting quarter.
- f. A budget summary table with the following information: current approved project budget; EPA funds drawn down during the reporting quarter; costs drawn down to date (cumulative expenditures); cost share contributions; program income generated and used (if applicable); and total remaining funds. The CAR should include an explanation of any discrepancies in the budget from the EPA-approved workplan, cost overruns or high unit costs, and other pertinent information.

Note: Each property where assessment and cleanup activities were performed and/or completed must have its corresponding information updated in ACRES (or via the Property Profile Form with prior approval from the EPA Project Officer) prior to submitting the quarterly progress report (see Section III.E. below).

3. The CAR must maintain records that will enable it to report to EPA on the amount of funds disbursed by the CAR to assess and clean up specific properties under this cooperative agreement.

4. In accordance with 2 CFR § 200.329(e)(1), the CAR agrees to inform EPA as soon as problems, delays, or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified in the EPA-approved workplan.

E. Property Profile Submission

1. The CAR must report on interim progress (i.e., assessment started and clean up started) and any final accomplishments (i.e., assessment completed, clean up required, clean up completed, contaminants, contaminants removed, institutional controls, engineering controls) by completing and submitting relevant portions of the Property Profile Form using the Assessment, Cleanup and Redevelopment Exchange System (ACRES). The CAR must enter the data in ACRES as soon as the interim action or final accomplishment has occurred, or within 30 days after the end of each reporting quarter. The CAR must enter any new data into ACRES prior to submitting the quarterly progress report to the EPA Project Officer. The CAR must utilize ACRES unless approval is obtained from the EPA Project Officer to utilize the hardcopy version of the Property Profile Form.

F. Final Technical Cooperative Agreement Report with Environmental Results

1. In accordance with EPA regulations 2 CFR Parts 200 and 1500 (specifically, § 200.329, *Monitoring and Reporting Program Performance*, 2 CFR § 200.344(a), *Closeout*), the CAR agrees to submit to the EPA Project Officer within 120 days after the expiration or termination of the approved project period a final technical report on the cooperative agreement via email; unless the EPA Project Officer agrees to accept a paper copy of the report. The final technical report shall document project activities over the entire project period and shall include brief information on each of the following areas:

- a. a comparison of actual accomplishments with the anticipated outputs/outcomes specified in the EPA-approved workplan;
- b. reasons why anticipated outputs/outcomes were not met; and
- c. other pertinent information, including when appropriate, analysis and explanation of cost overruns or high unit costs.

IV. FINANCIAL ADMINISTRATION REQUIREMENTS

A. Cost Share Requirement

1. Brownfield Multipurpose cooperative agreements require the recipient to pay a cost share (which may be in the form of a contribution of money, labor, material, or services from a non-federal source unless a Federal statute provides otherwise) of \$40,000. The cost share contribution must be for costs that are eligible and allowable under the cooperative agreement, be supported by adequate documentation, and otherwise comply with 2 CFR § 200.306. The recipient may use allowable administrative costs borne by the recipient or a third party to meet its cost share obligation, including indirect costs, subject to the 5% limit on administrative costs described in the Administrative Cost clause in Section IV. Administrative costs, whether paid for by EPA or used as cost share (or a combination of both), shall not exceed the 5% limit.

B. Transfer of Funds

1. For the purposes of EPA's General Term and Condition "Transfer of Funds" the term "activities" includes assessment, planning, and cleanup. The CAR must obtain prior approval from EPA's Grants Management Officer or Award Official for cumulative transfers of funds in excess of 10% of the total budget among these activities.

C. Eligible Uses of the Funds for the Cooperative Agreement Recipient

1. To the extent allowable under the EPA-approved workplan, cooperative agreement funds may be used for eligible programmatic expenses to inventory, characterize, assess, and clean up sites; conduct site-specific planning, general brownfield-related planning activities around one or more brownfield sites in the target area, and outreach. Eligible programmatic expenses include activities described in Section V. of these Terms and Conditions. In addition, eligible programmatic expenses may include:

- a. Determining whether assessment and cleanup activities at a particular site are authorized by CERCLA § 104(k).
- b. Ensuring that an assessment and cleanup complies with applicable requirements under federal and state laws, as required by CERCLA § 104(k).
- c. Limited Site characterization to confirm the effectiveness of the proposed cleanup design or the

effectiveness of a cleanup once an action has been completed.

d. Preparing and updating an Analysis of Brownfield Cleanup Alternatives (ABCA) which will include information about the site and contamination issues, cleanup standards, applicable laws, alternatives considered, and the proposed cleanup.

e. Ensuring that public participation requirements are met. This includes preparing a Community Relations Plan which will include reasonable notice, opportunity for public involvement and comment on the proposed cleanup, and response to comments.

f. Establishing an Administrative Record.

g. Developing a Quality Assurance Project Plan (QAPP) as required by 2 CFR § 1500.12. The specific requirement for a QAPP is outlined in *Implementation of Quality Assurance Requirements for Organizations Receiving EPA Financial Assistance* available at <https://www.epa.gov/grants/implementation-quality-assurance-requirements-organizations-receiving-epa-financial>.

h. Using a portion of the cooperative agreement funds to purchase environmental insurance for the characterization or assessment, or remediation of the site. Funds shall not be used to purchase insurance intended to provide coverage for any of the ineligible uses under Section IV., *Ineligible Uses of the Funds for the Cooperative Agreement Recipient*.

i. Any other eligible programmatic costs, including direct costs incurred by the recipient in reporting to EPA; procuring and managing contracts; awarding, monitoring, and managing subawards to the extent required to comply with 2 CFR § 200.332 and the “Establishing and Managing Subawards” General Term and Condition; and carrying out community involvement pertaining to the assessment and cleanup activities.

2. **Local Governments Only.** No more than 10% of the funds awarded by this agreement may be used by the CAR itself as a programmatic cost for Brownfield Program development and implementation of monitoring health conditions and institutional controls. The health monitoring activities must be associated with brownfield sites at which at least a Phase II environmental site assessment is conducted and is contaminated with hazardous substances. The CAR must maintain records on funds that will be used to carry out this task to ensure compliance with this requirement.

3. Under CERCLA § 104(k)(5)(E), CARs and subrecipients may use up to 5% of the amount of federal funding for this cooperative agreement for administrative costs, including indirect costs under 2 CFR § 200.414. The limit on administrative costs for the CAR under this agreement is \$40,000. The total amount of indirect costs and any direct costs for cooperative agreement administration by the CAR paid for by EPA under the cooperative agreement, or used to meet the recipient’s cost share, shall not exceed this amount. Subrecipients may use up to 5% of the amount of Federal funds in their subawards for administrative costs. As required by 2 CFR § 200.403(d), the CAR and subrecipients must classify administrative costs as direct or indirect consistently and shall not classify the same types of costs in both categories. The term “administrative costs” does not include:

- a. Investigation and identification of the extent of contamination of a brownfield site;
- b. design and performance of a response action; or
- c. monitoring of a natural resource.

Eligible cooperative agreement and subaward administrative costs subject to the 5% limitation include direct costs

for:

- a. Costs incurred to comply with the following provisions of the *Uniform Administrative Requirements for Cost Principles and Audit Requirements for Federal Awards* at 2 CFR Parts 200 and 1500 other than those identified as programmatic.
 - i. Record-keeping associated with equipment purchases required under 2 CFR § 200.313;
 - ii. Preparing revisions and changes in the budgets, scopes of work, program plans and other activities required under 2 CFR § 200.308;
 - iii. Maintaining and operating financial management systems required under 2 CFR § 200.302;
 - iv. Preparing payment requests and handling payments under 2 CFR § 200.305;
 - v. Financial reporting under 2 CFR § 200.328;
 - vi. Non-federal audits required under 2 CFR Part 200, Subpart F; and
 - vii. Closeout under 2 CFR § 200.344 with the exception of preparing the recipient's final performance report. Costs for preparing this report are programmatic and are not subject to the 5% limitation on direct administrative costs.
- b. Pre-award costs for preparation of the proposal and application for this cooperative agreement (including the final workplan) or applications for subawards are not allowable as direct costs but may be included in the CAR's or subrecipient's indirect cost pool to the extent authorized by 2 CFR § 200.460.

D. Ineligible Uses of the Funds for the Cooperative Agreement Recipient

1. Cooperative agreement funds shall not be used by the CAR for any of the following activities:
 - a. Monitoring and data collection necessary to apply for, or comply with, environmental permits under other federal and state laws, unless such a permit is required as a component of the cleanup action;
 - b. Construction, demolition, and site development activities that are not brownfield assessment activities or cleanup actions (e.g., marketing of property (activities or products created specifically to attract buyers or investors), construction of a new facility, or addressing public or private drinking water supplies that have deteriorated through ordinary use);
 - c. General community visioning, area-wide zoning updates, design guideline development, master planning, green infrastructure, infrastructure service delivery, and city-wide or comprehensive planning/plan updates – these activities are all ineligible uses of grant funds if unrelated to advancing cleanup and reuse of brownfield sites within the target area. Note: for these types of activities to be an eligible use of grant funds, there must be a specific nexus between the activity and how it will help further cleanup and reuse of the priority brownfield sites. This nexus must be clearly described in the workplan for the project;
 - d. Job training activities unrelated to performing a specific assessment at a site covered by the cooperative agreement;
 - e. To pay for a penalty or fine;

- f. To pay a federal cost share requirement (e.g., a cost share required by another federal grant) unless there is specific statutory authority;
 - g. To pay for a response cost at a brownfield site for which the CAR or subaward recipient is potentially liable under CERCLA § 107;
 - h. To pay a cost of compliance with any federal law, excluding the cost of compliance with laws applicable to the assessment; and
 - i. Unallowable costs (e.g., lobbying and purchases of alcoholic beverages) under 2 CFR Part 200, Subpart E.
2. Cooperative agreement funds shall not be used for any of the following properties:
- a. Facilities listed, or proposed for listing, on the National Priorities List (NPL);
 - b. Facilities subject to unilateral administrative orders, court orders, and administrative orders on consent or judicial consent decree issued to or entered by parties under CERCLA;
 - c. Facilities that are subject to the jurisdiction, custody or control of the United States government except for land held in trust by the United States government for an Indian tribe; or
 - d. A site excluded from the definition of a brownfield site for which EPA has not made a property-specific funding determination.

E. Interest-Bearing Accounts and Program Income

1. In accordance with 2 CFR § 1500.8(b), during the performance period of the cooperative agreement, the CAR is authorized to add program income to the funds awarded by EPA and use the program income under the same terms and conditions of this agreement. CARs that intend to use program income for cost share under 2 CFR § 200.307(e)(3) must obtain prior approval from EPA's Grant Management Officer or Award Official unless the cost share method for using program income was approved at time of award.
2. Program income for the CAR shall be defined as the gross income received by the recipient, directly generated by the cooperative agreement award or earned during the period of the award. Program income includes, but is not limited to, fees charged for conducting assessment, site characterizations, cleanup planning, clean up activities, or other activities when the costs for the activities are charged to this agreement.
3. The CAR must deposit advances of cooperative agreement funds and program income (i.e., fees) in an interest-bearing account.
 - a. For interest earned on advances, CARs are subject to the provisions of 2 CFR § 200.305(b)(7)(ii) relating to remitting interest on advances to EPA on a quarterly basis.
 - b. Any program income earned by the CAR will be added to the funds EPA has committed to this agreement and used only for eligible and allowable costs under the agreement as provided in 2 CFR § 200.307 and 2 CFR § 1500.8, as applicable.
 - c. Interest earned on program income is considered additional program income.

d. The CAR must disburse program income (including interest earned on program income) before requesting additional payments from EPA as required by 2 CFR § 200.305(b)(5).

4. As required by 2 CFR § 200.302, the CAR must maintain accounting records documenting the receipt and disbursement of program income.

5. The recipient must provide as part of its quarterly performance report and final technical report a description of how program income is being used. Further, a report on the amount of program income earned during the award period must be submitted with the quarterly performance report, final technical report, and Federal Financial Report (Standard Form 425).

V. MULTIPURPOSE REQUIREMENTS

A. Authorized Activities

1. The CAR shall prepare an Analysis of Brownfield Cleanup Alternatives (ABCA), or equivalent state Brownfields program document, which will include information about the site and contamination issues (i.e., exposure pathways, identification of contaminant sources, etc.); cleanup standards; applicable laws; alternatives considered; and the proposed cleanup. The evaluation of alternatives must include effectiveness, ability to implement, and the cost of the response proposed. The evaluation of alternatives must also consider the resilience of the remedial options to address potential adverse impacts caused by extreme weather events (e.g., sea level rise, increased frequency and intensity of flooding, etc.). The alternatives may additionally consider the degree to which they reduce greenhouse gas discharges, reduce energy use or employ alternative energy sources, reduce volume of wastewater generated/disposed of, reduce volume of materials taken to landfills, and recycle and re-use materials generated during the cleanup process to the maximum extent practicable. The evaluation will include an analysis of reasonable alternatives including no action. The cleanup method chosen must be based on this analysis.

2. Prior to conducting or engaging in any on-site activity with the potential to impact historic properties (such as invasive sampling or cleanup), the CAR shall consult with the EPA Project Officer regarding potential applicability of the National Historic Preservation Act (NHPA) (16 USC § 470) and, if applicable, shall assist EPA in complying with any requirements of the NHPA and implementing regulations.

B. Quality Assurance (QA) Requirements

1. When environmental data are collected as part of the brownfield assessment and cleanup (e.g., cleanup verification sampling, post-cleanup confirmation sampling), the CAR shall comply with 2 CFR § 1500.12 requirements to develop and implement quality assurance practices sufficient to produce data adequate to meet project objectives and to minimize data loss. State law may impose additional QA requirements. Recipients implementing environmental programs within the scope of the assistance agreement must submit to the EPA Project Officer an approvable Quality Assurance Project Plan (QAPP) at least 30 days prior to the initiating of data collection or data compilation. The Quality Assurance Project Plan (QAPP) is the document that provides comprehensive details about the quality assurance, quality control, and technical activities that must be implemented to ensure that project objectives are met. Environmental programs include direct measurements or data generation, environmental modeling, compilation of data from literature or electronic media, and data supporting the design, construction, and operation of environmental technology.

The QAPP should be prepared in accordance with EPA QA/R-5: EPA Requirements for Quality Assurance Project Plans.

No environmental data collection or data compilation may occur until the QAPP is approved by the EPA Project Officer and Quality Assurance Regional Manager. When the recipient is delegating the responsibility for an environmental data collection or data compilation activity to another organization, the EPA Regional Quality Assurance Manager may allow the recipient to review and approve that organization's QAPP. Additional information on these requirements can be found at the EPA Office of Grants and Debarment website at <https://www.epa.gov/grants/implementation-quality-assurance-requirements-organizations-receiving-epa-financial>.

2. Competency of Organizations Generating Environmental Measurement Data:

In accordance with Agency Policy Directive Number FEM-2012-02, *Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements*, the CAR agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, the CAR agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. The CAR shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at http://www.epa.gov/fem/lab_comp.htm or a copy may also be requested by contacting the EPA Project Officer for this award.

C. Community Relations, Public Involvement, and Community Outreach

1. All cleanup activities require a site-specific Community Relations Plan that includes providing reasonable notice, opportunity for involvement, response to comments, and administrative records that are available to the public.
2. The CAR agrees to clearly reference EPA investments in the project during all phases of community outreach outlined in the EPA-approved workplan which may include the development of any post-project summary or success materials that highlight achievements to which this project contributed.
 - a. If any documents, fact sheets, and/or web materials are developed as part of this cooperative agreement, then they shall comply with the *Acknowledgement Requirements for Non-ORD Assistance Agreements* in the General Terms and Conditions of this agreement.
 - b. If a sign is developed as part of a project funded by this cooperative agreement, then the sign shall include either a statement (e.g., this project has been funded, wholly or in part, by EPA) and/or EPA's logo acknowledging that EPA is a source of funding for the project. The EPA logo may be used on project signage when the sign can be placed in a visible location with a direct linkage to site activities. Use of the EPA logo must follow the sign specifications available at <https://www.epa.gov/grants/epa-logo-seal-specifications-signage-produced-epa-assistance-agreement-recipients>.
3. The CAR agrees to notify the EPA Project Officer of public or media events publicizing the accomplishment of significant events related to construction and/or site reuse projects as a result of this agreement, and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days' notice.
4. To increase public awareness of projects serving communities where English is not the predominant language, CARs are encouraged to include in their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable.

D. All Appropriate Inquiry

1. As required by CERCLA § 104(k)(2)(B)(ii) and CERCLA § 101(35)(B), the CAR shall ensure that a Phase I site characterization and assessment carried out under this agreement will be performed in accordance with EPA's all appropriate inquiries regulation (AAI). The CAR shall utilize the practices in ASTM standard E1527-13 "*Standard Practices for Environmental Site Assessment: Phase I Environmental Site Assessment Process*," or EPA's All Appropriate Inquiries Final Rule (40 CFR Part 312). A suggested outline for an AAI final report is provided in "*All Appropriate Inquiries Rule: Reporting Requirements and Suggestions on Report Content*" (Publication Number: EPA 560-F-14-003). This does not preclude the use of cooperative agreement funds for additional site characterization and assessment activities that may be necessary to characterize the environmental impacts at the site or to comply with applicable state standards.

2. AAI final reports produced with funding from this agreement must comply with 40 CFR Part 312 and must, at a minimum, include the information below. All AAI reports submitted to the EPA Project Officer as deliverables under this agreement must be accompanied by a completed "*All Appropriate Inquiries: Reporting Requirements Checklist for Assessment Grant Recipients*" (Publication Number: EPA 560-F-17-194) that the EPA Project Officer will provide to the recipient. The checklist is available to CARs on EPA's website at www.epa.gov/brownfields. The completed checklist must include:

a. An **opinion** as to whether the inquiry has identified conditions indicative of releases or threatened releases of hazardous substances, and as applicable, pollutants and contaminants, petroleum or petroleum products, or controlled substances, on, at, in, or to the subject property.

b. An identification of "**significant**" **data gaps** (as defined in 40 CFR § 312.10), if any, in the information collected for the inquiry. Significant data gaps include missing or unattainable information that affects the ability of the environmental professional to identify conditions indicative of releases or threatened releases of hazardous substances, and as applicable, pollutants and contaminants, petroleum or petroleum products, or controlled substances, on, at, in, or to the subject property. The documentation of significant data gaps must include information regarding the significance of these data gaps.

c. **Qualifications and signature** of the environmental professional(s). The environmental professional must place the following statements in the document and sign the document:

-- "[I, We] declare that, to the best of [my, our] professional knowledge and belief, [I, we] meet the definition of Environmental Professional as defined in 40 CFR § 312.10 of this part."

-- "[I, We] have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the subject property. [I, We] have developed and performed the all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312."

Note: Please use either "I/my" or "We/our."

d. In compliance with 40 CFR § 312.31(b), the environmental professional must include in the final report an **opinion regarding additional appropriate investigation**, if the environmental professional has such an opinion.

3. EPA may review checklists and AAI final reports for compliance with the AAI regulation documentation requirements at 40 CFR Part 312 (or comparable requirements for those using ASTM Standard 1527-13). Any deficiencies identified during an EPA review of these documents must be corrected by the recipient within 30 days

of notification. Failure to correct any identified deficiencies may result in EPA disallowing the costs for the entire AAI report as authorized by 2 CFR § 200.339. If a recipient willfully fails to correct the deficiencies EPA may consider other available remedies under 2 CFR § 200.339 and 2 CFR § 200.343.

E. Administrative Record

1. The CAR shall establish an Administrative Record that contains the documents that form the basis for the selection of a cleanup plan. Documents in the Administrative Record shall include the ABCA; site investigation reports; the cleanup plan; cleanup standards used; responses to public comments; and verification that shows that cleanup is complete. The CAR shall keep the Administrative Record available at a location convenient to the public and make it available for inspection. The Administrative Record must be retained for three (3) years after the termination of the cooperative agreement subject to any requirements for maintaining records of site cleanups ongoing at the time of termination.

F. Implementation of Cleanup Activities

1. The CAR shall ensure the adequacy of each cleanup in protecting human health and the environment as it is implemented.
2. If the CAR is unable or unwilling to complete the cleanup, the CAR shall ensure that the site is secure. The CAR shall notify the appropriate state agency and EPA to ensure an orderly transition should additional activities become necessary.

G. Completion of Assessment and Cleanup Activities

1. The CAR shall properly document the completion of all activities described in the EPA- approved workplan. This must be done through a final report or letter from a Qualified Environmental Professional, or other documentation provided by a State or Tribe that shows assessments and cleanups are complete. Documentation of completed the completed cleanups must be included as part of the Administrative Record.

H. Inclusion of Additional Terms and Conditions

1. In accordance with 2 CFR § 200.334, the CAR shall maintain records pertaining to the cooperative for a minimum of three (3) years following submission of the final financial report unless one or more of the conditions described in the regulation applies. The CAR shall provide access to records relating to assessments and cleanups supported with Multipurpose cooperative agreement funds to authorized representatives of the Federal government as required by 2 CFR § 200.337.
2. The CAR has an ongoing obligation to advise EPA if it assessed any penalties resulting from environmental noncompliance at sites subject to this agreement.

VI. PAYMENT AND CLOSEOUT

For the purposes of these Terms and Conditions, the following definitions apply: "payment" is EPA's transfer of funds to the CAR; "closeout" refers to the process EPA follows to ensure that all administrative actions and work required under the cooperative agreement have been completed.

A. Payment Schedule

1. The CAR may request advance payment from EPA pursuant to 2 CFR § 200.305(b)(1) and the prompt

disbursement requirements of the General Terms and Conditions of this agreement.

This requirement does not apply to states which are subject to 2 CFR § 200.305(a).

B. Schedule for Closeout

1. Closeout will be conducted in accordance with 2 CFR § 200.344. EPA will close out the award when it determines that all applicable administrative actions and all required work under the cooperative agreement have been completed.

2. The CAR, within 120 days after the expiration or termination of the cooperative agreement, must submit all financial, performance, and other reports required as a condition of the cooperative agreement 2 CFR Part 200.

a. The CAR must submit the following documentation:

i. The Final Technical Cooperative Agreement Report as described in Section III.F. of these Terms and Conditions.

ii. Administrative and Financial Reports as described in the Grant-Specific Administrative Terms and Conditions of this agreement.

b. The CAR must ensure that all appropriate data have been entered into ACRES or all hardcopy Property Profile Forms are submitted to the EPA Project Officer.

c. As required by 2 CFR § 200.344, the CAR must immediately refund to EPA any balance of unobligated (unencumbered) advanced cash or accrued program income that is not authorized to be retained for use on other cooperative agreements.

Davis-Bacon Terms and Conditions For Cooperative Agreements to Governmental Entities

DAVIS-BACON PREVAILING WAGE TERM AND CONDITION

The following terms and conditions specify how Cooperative Agreement Recipients (CARs) will assist EPA in meeting its Davis-Bacon (DB) responsibilities when DB applies to EPA awards of financial assistance under CERCLA 104(g) and any other statute which makes DB applicable to EPA financial assistance. If a CAR has questions regarding when DB applies, obtaining the correct DB wage determinations, DB contract provisions, or DB compliance monitoring, they should contact the regional Brownfields Coordinator or Project Officer for guidance.

1. Applicability of the Davis-Bacon Prevailing Wage Requirements

After consultation with DOL, EPA has determined that for Brownfields Grants for remediation of sites contaminated with hazardous substances and petroleum, DB prevailing wage requirement apply when the project includes the following activities.

Hazardous substances contamination:

(a) All construction, alteration and repair activity involving the remediation of hazardous substances, including excavation and removal of hazardous substances, construction of caps, barriers, structures which house treatment equipment, and abatement of contamination in buildings.

Petroleum contamination:

- (a) Installing piping to connect households or businesses to public water systems or replacing public water system supply well(s) and associated piping due to groundwater contamination,
- (b) Soil excavation/replacement when undertaken in conjunction with the installation of public water lines/wells described above, or
- (c) Soil excavation/replacement, tank removal, and restoring the area by paving or pouring concrete when the soil excavation/replacement occurs in conjunction with both tank removal and paving or concrete replacement.

In the above circumstances, all the laborers and mechanics employed by contractors and subcontractors will be covered by the DB requirements for all construction work performed on the site. Other petroleum site cleanup activities such as in situ remediation, and soil excavation/replacement and tank removal when not in conjunction with paving or concrete replacement, will normally not trigger DB requirements.

If the CAR encounters a unique situation at a site (e.g., unusually extensive excavation, construction of permanent facilities to house in situ remediation systems, reconstruction of roadways) that presents uncertainties regarding DB applicability, the CAR must discuss the situation with EPA before authorizing work on that site.

2. Obtaining Wage Determinations

(a) Unless otherwise instructed by EPA on a project specific basis, the CAR shall use the following DOL General Wage Classifications for the locality in which the construction activity subject to DB will take place. CARs must obtain proposed wage determinations for specific localities at <https://beta.sam.gov/>.

(i) When soliciting competitive contracts, awarding new contracts or issuing task orders, work assignments or similar instruments to existing contractors (ordering instruments), the CAR shall use the "Heavy Construction" classification for the following activities:

Hazardous substances contamination: excavation and removal of hazardous substances, construction of caps, barriers, and similar activities that do not involve construction of buildings.

Petroleum contamination: installing piping to connect households or businesses to public water systems or replacing public water system supply well(s) and associated piping, including soil excavation/replacement.

(ii) When soliciting competitive contracts, awarding new contracts, or issuing ordering instruments, the CAR shall use the "Building Construction" classification for the following activities:

Hazardous substances contamination: construction of structures which house treatment equipment, and abatement of contamination in buildings (other than residential structures less than 4 stories in height).

Petroleum contamination: soil excavation/replacement, tank removal, and restoring the area by paving or pouring concrete when the soil excavation/replacement occurs in conjunction with both tank removal and paving or concrete replacement at current or former service station sites, hospitals, fire stations, industrial or freight terminal facilities,

or other sites that are associated with a facility that is not used solely for the underground storage of fuel or other contaminant.

(iii) When soliciting competitive contracts, awarding new contracts or issuing ordering instruments for soil excavation/replacement, tank removal, and restoring the area by paving or pouring concrete when the soil excavation/replacement occurs in conjunction with both tank removal and paving or concrete replacement at a facility that is used solely for the underground storage of fuel or other contaminant the CAR shall use the "Heavy Construction" classification. (Only applies to petroleum contamination.)

(iv) When soliciting competitive contracts, awarding new contracts or issuing ordering instruments for the abatement of contamination in residential structures less than 4 stories in height the CAR shall use "Residential Construction" classification. (Only applies to hazardous substances contamination.)

Note: CARs must discuss unique situations that may not be covered by the General Wage Classifications described above with EPA. If, based on discussions with a CAR, EPA determines that DB applies to a unique situation (e.g., unusually extensive excavation) the Agency will advise the CAR which General Wage Classification to use based on the nature of the construction activity at the site.

(b) CARs shall obtain the wage determination for the locality in which a Brownfields cleanup activity subject to DB will take place *prior* to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

(i) While the solicitation remains open, the CAR shall monitor <https://beta.sam.gov/> on a weekly basis to ensure that the wage determination contained in the solicitation remains current. The CAR shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the CAR may request a finding from EPA that there is not a reasonable time to notify interested contractors of the modification of the wage determination. EPA will provide a report of the Agency's finding to the CAR.

(ii) If the CAR does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless EPA, at the request of the CAR, obtains an extension of the 90-day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The CAR shall monitor <https://beta.sam.gov/> on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(iii) If the CAR carries out Brownfields cleanup activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the CAR shall insert the appropriate DOL wage determination from <https://beta.sam.gov/> into the ordering instrument.

(c) CARs shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime

contractor has required its subcontractors to include the applicable wage determinations.

(d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a CAR's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the CAR has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the CAR shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The CAR's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

3. Contract and Subcontract Provisions

(a) The CAR shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to DB, the following labor standards provisions.

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the applicable wage determination of the Secretary of Labor which the CAR obtained under the procedures specified in Item 2, above, and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. CARs shall require that the contractor and subcontractors include the name of the CAR employee or official responsible for monitoring compliance with DB on the poster.

(ii)(A) The CAR, on behalf of EPA, shall require that contracts and subcontracts entered into under this agreement provide that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The EPA Award Official shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(ii)(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the CAR agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the CAR to the EPA Award Official. The Award Official will transmit the report, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the award official or will notify the award official within the 30-day period that additional time is necessary.

(ii)(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the CAR do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the questions, including the views of all interested parties and the recommendation of the award official, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the Award Official within the 30-day period that additional time is necessary.

(ii)(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

- (1) Withholding. The CAR, upon written request of the Award Official or an authorized

representative of the Department of Labor, shall withhold or cause to withhold from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, EPA may, after written notice to the contractor, or CAR take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(2) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the CAR who will maintain the records on behalf of EPA. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/whd/forms/wh347.pdf> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the CAR for transmission to the EPA, if requested by EPA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to

provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the CAR.

(ii)(B) Each payroll submitted to the CAR shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR Part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR Part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(ii)(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(ii)(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, EPA may, after written notice to the contractor, CAR, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(3) Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be

eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

(4) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

(5) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this term and condition.

(6) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(7) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

(8) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors), the CAR, borrower or subrecipient and EPA, the U.S. Department of Labor, or the employees or their representatives.

(9) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

4. Contract Provisions for Contracts in Excess of \$100,000

(a) Contract Work Hours and Safety Standards Act. The CAR shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such

laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The **CAR**, upon written request of the Award Official or an authorized representative of the Department of Labor, shall withhold or cause to withhold from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (a)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in [29 CFR 5.1](#), the CAR shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the CAR shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

(a) The CAR shall periodically interview a sufficient number of employees entitled to DB prevailing wages

(covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The CAR must use Standard Form 1445 or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The CAR shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the CAR must conduct interviews with a representative group of covered employees within two weeks of each contractor or subcontractor's submission of its initial weekly payroll data and two weeks prior to the estimated completion date for the contract or subcontract. CARs must conduct more frequent interviews if the initial interviews or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. CARs shall immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

(c) The CAR shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The CAR shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the CAR must spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. CARs must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the CAR shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The CAR shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) CARs must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <https://www.dol.gov/whd/america2.htm>.