AGENDA OF THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY

TUESDAY, OCTOBER 10, 2023, 1:30 PM
City Hall, Room 604 - The Harry Maier Room.
Virtual attendance is also available via Zoom.

A. Zoom Meeting Information.

1. Join Zoom Meeting Online:
   https://us02web.zoom.us/j/83188044732?pwd=YUducEM2VUZWOGVYZzMyNTA0c1FJQT09

   Or call in by phone: +1 312 626 6799
   Meeting ID: 831 8804 4732
   Passcode: 084117

   If you wish to speak at this public meeting or leave a comment, please fill out the online Comment Form prior to the meeting. More detailed Zoom Instructions can be found online.

B. Roll Call.

1. Members: Gary Delveaux, Chair; Matt Schueller, Vice-Chair; Ald. Randy Scannell, Deby Dehn, Kathy Hinkfuss, and Melanie Parma.
   Liaisons: Jeff Mirkes, Leah Weycker, and Brooke Hafs.

C. Approval of the Agenda.

1. Approval of the agenda for the October 10, 2023, meeting of the Redevelopment Authority.

D. Approval of Minutes.

1. Approval of the minutes from the September 12, 2023, meetings of the Redevelopment Authority.

E. Regular Business.

1. Consideration with possible action to approve a three-month extension to a planning option held by NeighborWorks Green Bay for parcels 2-176, 2-177, 2-178, 2-178-A for the 4th Street multi-family development.

2. Consideration with possible action to approve the termination and release of easements and agreements for the site located at 221 Cherry Street.
3. Consideration with possible action to accept a U.S. Environmental Protection Agency (EPA) Brownfields Cleanup Grant for $1,000,000.

F. Informational.

1. Financial report and check register.
2. Director's report and project updates.
3. Next Regular Meeting: November 14, 2023 at 1:30 PM

G. Adjournment.

1) THIS MEETING IS RECORDED: THE VIDEO OF THIS MEETING AND MINUTES ARE AVAILABLE ONLINE AT www.greenbaywi.gov
2) ACCESSIBILITY: Any person wishing to attend who requires special accommodation because of a disability, should contact the City Safety Manager at 920-448-3125 at least 48 hours before the scheduled meeting time so that arrangements can be made.
3) QUORUM: Please take notice that a majority or quorum of the Common Council will attend this Redevelopment Authority meeting and will constitute a meeting of the Common Council for purposes of discussion and information gathering relative to this agenda.
4) REPRESENTATION: The party requesting the communication, or their representative, should be present at this meeting.

Report to the
Redevelopment Authority of the City of Green Bay

MEETING DATE	PREPARED BY
October 10, 2023	Ronda Bitney

AGENDA ITEM # E.1

Consideration with possible action to approve a three-month extension to a planning option held by NeighborWorks Green Bay for parcels 2-176, 2-177, 2-178, 2-178-A for the 4th Street multi-family development.

BACKGROUND

In December 2022, the RDA granted a planning option to NeighborWorks Green Bay for a 10-unit multi-family development on four RDA-owned parcels. This development would be split into three separate buildings with each unit consisting of 2 bedrooms, 1.5 baths, and 1 garage. The units will be marketed for sale. Three of the 10 units will be set aside for buyers below 80% AMI.

One three-month extension was granted in June 2023, and the developer is requesting another three-month extension to continue to work on their design, budget, and proforma.

RECOMMENDATION

To approve a three-month extension to the planning option held by NeighborWorks Green Bay for the multi-family development on the 4th Street Block.

FISCAL IMPACT

ATTACHMENTS

1. CGB RDA Planning Option Extension_4th Street Townhomes_20230920
2. 4th and Chestnut GIS

NeighborWorks® GREEN BAY
437 S. JACKSON ST. • GREEN BAY, WI 54301 • P) 920.448.3075 • F) 920.448.3078
TOGETHER WE'RE BUILDING A BETTER GREEN BAY!

September 20, 2023

Ronda Bitney
Redevelopment Authority of the City of Green Bay
100 North Jefferson Street
Green Bay, WI 54301

Re: Planning Option Extension Request at Parcels 2-176, 2-177, 2-178, 2-178-A

Dear Ms. Bitney and Members of the Authority,

As part of our ongoing efforts related to the 4th Street Multi-Family project, NeighborWorks Green Bay is requesting a 90-day extension of our current planning option until December 31, 2023.

During the planning option period for this project, we have continued to develop our design and budget through discussion with internal committees, our construction partner, and the City of Green Bay to ensure a viable project is ready to serve the housing needs within the City of Green Bay in the near future.

If you need additional information or documentation from our team on this topic, please let me know and I can follow-up as needed.

Thank you for your consideration.

Sincerely,

David W. Erickson, RA

Director of Real Estate Development
NeighborWorks Green Bay
Email david@nwgreenbay.org
NeighborWorks Green Bay is a donor-supported 501(c)(3) organization.

Part of Brown County WI

Map printed on 12/2/2022

1:480
1 inch = 40 feet*
1 inch = 0.00758 miles*
**original page size: 8.5"x11"*
Appropriate format depends on zoom level

Parcel ownership key

- Parcel Boundary
- Condominium
- Gap or Overlap

"hooks" indicate parcel ownership crosses a line

- Parcel line
- Right of Way line
- Meander line
- Lines between deeds or lots
- Historic Parcel Line
- Vacated Right of Way

A complete key (legend) is available at:
tinyurl.com/BrownDogLegend

(920) 448-6480
www.browncountywi.gov

Report to the
Redevelopment Authority of the City of Green Bay

MEETING DATE	PREPARED BY
October 10, 2023	Ronda Bitney

AGENDA ITEM # E.2

Consideration with possible action to approve the termination and release of easements and agreements for the site located at 221 Cherry Street.

BACKGROUND

The site located at 221 Cherry Street (Parcel 12-112) was made up of multiple parcels and then consolidated into one. This site was originally the site of the Port Plaza Mall. While preparing a title search for the property, it was discovered that there were still leases and agreements recorded that pertained to the original building and parking structure. This Termination and Release of Easements and Agreements will consolidate what is currently active on the site, therefore cleaning up the title. This will make transferring the property easier at the point of new development.

RECOMMENDATION

To approve the Termination and Release of Easements and Agreements pertaining to the site that was once the Port Plaza Mall, now referred to as 221 Cherry Street.

FISCAL IMPACT

ATTACHMENTS

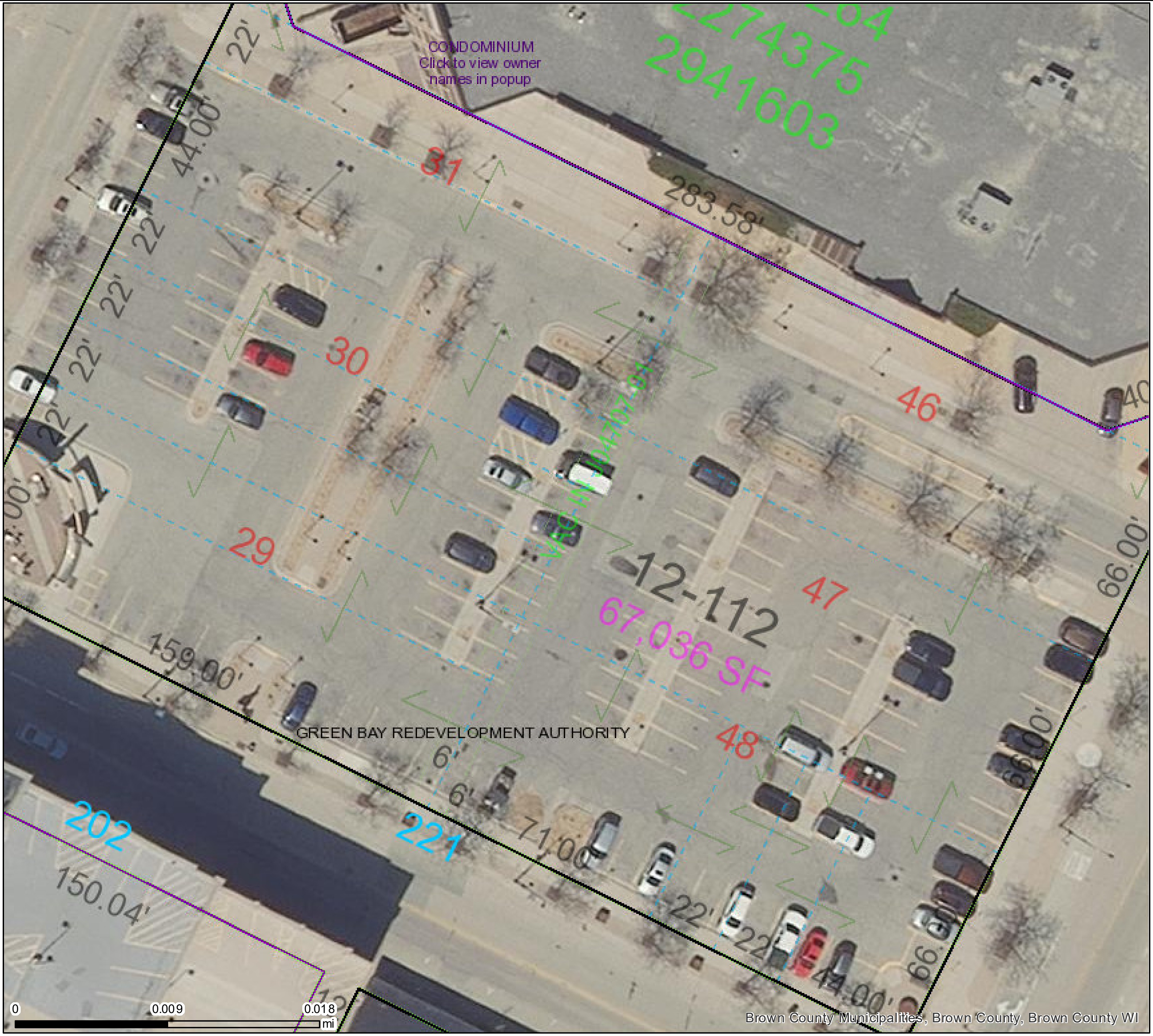
1. GIS
2. 221 Cherry Street Termination

Part of Brown County WI

LEGEND / KEY

- Parcel Boundary
- Condominium
- Gap or Overlap
- "hooks" indicate parcel ownership crosses a line
- Parcel line
- Right of Way line
- Meander line
- Lines between deeds or lots
- Historic Parcel Line
- Vacated Right of Way

A complete map legend (map key) is available at: tinyurl.com/BrownDogLegend



Map printed 9/21/2023

N W E S

1:480
1 inch = 40 feet*
1 inch = 0.00758 miles*
original page size is 8.5" x 11"
Appropriate format depends on zoom level

This is a custom web map created by an online user of the GIS map services provided by the

Brown County Wisconsin Planning & Land Services Department

(920) 448-6480

www.browncountywi.gov

DOCUMENT NUMBER

TERMINATION AND RELEASE OF EASEMENTS AND AGREEMENTS

Whereas, the Redevelopment Authority of the City of Green Bay is the owner of Parcel Nos. in Green Bay, Brown County, Wisconsin, legally Described on Exhibit A attached hereto; and

Return to:
City of Green Bay

Parcel Identification Number (PIN)
12-112

NOW, THEREFORE, the Redevelopment Authority of the City of Green Bay, as benefited by the following Easements and Agreements, hereby agrees to terminate and release all rights and obligations arising out of the following documents:

1. Shared Party Wall Agreement as stated in Warranty Deed dated February 28, 1963 and recorded March 1, 1963 @ 12:41 PM, in Volume 614, Page 414, as Document Number 597261.
2. Agreement dated December 3, 1964 and recorded May 3, 1965 @8:14 AM, in Volume 694, Page 87, as Document Number 628756.
3. Agreement dated January 28, 1965 and recorded May 3, 1965 @8:15 AM, in Volume 694, Page 91, as Document Number 628757.
4. Assignment of Lease dated May 1, 1967 and recorded May 31, 1967 @ 9:45 AM, in Volume 773, Page 259, as document umber 660530.
5. Lease dated September 25, 1967 and recorded November 22, 1967 @10:32 AM, in Volume 795, Page 392, as Document Number 669490.
6. Agreement dated January 23, 1959 and recorded January 29, 1971 @ 8:01 AM, in Volume 917, Page 119, as Document Number 721688.
7. Agreement dated October 23, 1970 and recorded January 29, 1971 @ 8:01 AM, in Volume 917, Page 121, as Document Number 721689.
8. Shared Party Wall Agreement as stated in Personal Representative's Deed dated July 31, 1975 and recorded August 4, 1975 @3:11 PM, in Volume 1127, Page 82, as Document Number 814770.
9. Memorandum of Lease dated December 23, 1975 and recorded January 9, 1976 @8:01 AM, in Jacket 278, Image 7, ad Document Number 824555.
10. Agreement dated December 30, 1975 and recorded April 7, 1976 @ 8:01 AM, in Jacket 175, Image 6, as Document Number 829918.
11. Agreement dated November 14, 1975 and recorded April 7, 1976 @8:01 AM, in Jacket 175, Image 9, as Document Number 829919.
12. Lease dated November 1, 1979 and recorded February 21, 1980 @ 2:43 PM, in Jacket 3859, Image 2, as Document Number 935642.
13. Shared Party Wall Agreement as stated in Warranty Deed dated January 15, 1981 and recorded January 22, 1981 @ 3:45 PM, in Jacket 4582, Image 7, as Document Number 954905.
14. Amendment No. 2 to Prange Agreement dated March 31, 1981 and recorded April 3, 1981 @ 4:00 PM, in Jacket 4701, Image 15, as Document Number 958189.

15. Caisson Footings Easement dated April 14, 1981 and recorded April 14, 1981 @ 8:01 AM, in Jacket 4719, Image 6, as Document Number 958635.
16. Construction, Reciprocal Easement and Operating Agreement dated April 14, 1981 and recorded April 14, 1981 @8:01 AM, in Jacket 4720, Image 1, as Document Number 958640.
17. Assignment of Documents dated December 15, 2003 and recorded January 29, 2004 @ 8:26 AM, as Document Number 2092991.
18. Easement and restriction as stated in Quit Claim Deed dated December 11, 2003 and recorded December 22, 2003 @ 3:02 PM, as Document Number 2086174.
19. Easement and restriction as stated in Quit Claim Deed dated January 14, 2004 and recorded January 20, 2004 @ 11:55 AM, as Document Number 2091391.

[REMAINDER OF PAGE LEFT BLANK]

WITNESS the hand and seal of the Grantor the day and year first above written.

The City of Green Bay Redevelopment Authority________
Corporate Name

____
Gary J. Delveaux, Chairman

____
Cheryl Renier-Wigg, Interim Secretary

STATE OF __________________________)
)SS
COUNTY OF __________________________)

This instrument was acknowledged before me this _______ day of ____________________, _______, by the above-named ______Gary J. Delveaux and Cheryl Renier-Wigg____________ **The City of Green Bay Redevelopment Authority,** to me known to be the Grantor(s) who executed the foregoing instrument on behalf of said Grantor(s) and acknowledged the same

Sign Name____________________________________
Print Name ___________________________________

Notary Public, State of ________________________
My Commission expires: ______________________

This instrument drafted by: City of Green Bay
Law Department
100 N. Jefferson St.
Green Bay, WI 54301
law@greenbaywi.gov
(920) 448-3080

Exhibit A

DESCRIPTION OF PARCEL 12-112

All of Lots 29, 30, 31, 46, 47 and 48, according to the recorded Plat of Navarino; also, that part of Lots 32 and 45, according to the recorded Plat of Navarino, lying southerly of Lot 2, Brown County Certified Survey Map Number 2215, recorded in Volume 10 of Certified Survey Maps, page 79, as Document Number 958383, now known as Baylake City Center Condominium, recorded in Volume 4 of Condominium Plats, Page 190, as Document Number 2173810, (said Certified Survey Map Number 2215 and Baylake City Center Condominium being part of Lots 32-35 and 42-45, according to the recorded Plat of Navarino, and the Vacated Pine Street and the Vacated Washington Street rights-of way, recorded in Jacket 4707, Image 1, as Document Number 958327); also, the vacated Public Alley lying easterly of Lots 29, 30, 31, and westerly of Lots 46, 47 and 48, according to the recorded Plat of Navarino, recorded in Jacket 4707, Image 1, as Document Number 958327;
all located in the City of Green Bay, Brown County, Wisconsin.

Tax parcel number 12-112.

Report to the
Redevelopment Authority of the City of Green Bay

MEETING DATE	PREPARED BY
October 10, 2023	Matt Buchanan, Staff

AGENDA ITEM # E.3

Consideration with possible action to accept a U.S. Environmental Protection Agency (EPA) Brownfields Cleanup Grant for $1,000,000.

BACKGROUND

The U.S. EPA has awarded the Green Bay Redevelopment Authority a $1,000,000 grant through the Brownfields Cleanup program. Grant funds will be used to remediate contamination at the RDA-owned former Badger Sheet Metal site (420 S. Broadway, 419 S. Maple Street). The cleanup of the former Badger Sheet Metal Site is necessary to implement the RDA's plans to facilitate a mixed-use, multi-family development on the property which could generate hundreds of thousand dollars of property taxes annually. The cleanup project would also enable the construction of a green infrastructure corridor through the site, providing bike/pedestrian connections from Shipyard to Seymour Park, and allowing for the collection/treatment of stormwater runoff.

As documented by a Phase II Environmental Site Assessment and site investigation activities conducted between 2018 and 2022, the primary environmental concerns onsite are residual soil and groundwater impacts associated with prior commercial/industrial uses and the placement of historic fill. Specifically, soil contaminants consisting of PAHs and RCRA metals are widespread across the property. Multiple VOCs including benzene and PCE were identified within soil on the approximate southern half of the property, along with PCBs. Groundwater sampling results identified arsenic, PAHs, and VOCs. The existing VOC impacts in both soil and groundwater also pose vapor intrusion concerns. Assessment activities also identified asbestos, lead-based paints, and restricted waste at multiple locations throughout the existing buildings onsite, requiring abatement or proper handling prior to demolition.

The grant does not require a local match. The RDA's environmental consultant has estimated a total project cost of $1,073,000. City staff will identify ways to reduce costs and will apply for additional grants to minimize any local funding obligations for the project. The RDA/City may consider utilizing funds from Tax Increment District (TID) #22 should local funds be required to complete the project.

RECOMMENDATION

To approve acceptance of the $1,000,000 Brownfields Cleanup Grant from U.S. EPA.

FISCAL IMPACT

The grant does not require a local match. The RDA's environmental consultant has estimated a total project cost of $1,073,000. City staff will identify ways to reduce costs and will apply for additional grants to minimize any local funding obligations for the project. The RDA/City may consider utilizing funds from Tax Increment District (TID) #22 should local funds be required to complete the project. The project will enable future construction of a private mixed-use, multi-family redevelopment on the site, which could generate several thousand dollars of property taxes annually.

ATTACHMENTS

1. Grant Tracking Form - FY23 EPA Cleanup Grant
2. Work Plan FY23 Cleanup Grant
3. Cooperative Agreement

GRANT TRACKING FORM

PART #1: Notification of Grant Funds
(emailto:PamelaMa@greenbaywi.gov)

APPLICANT DEPARTMENT: Department of Community & Economic Development **DATE:** 10/3/2023

APPLICANT DEPARTMENT GRANT CONTACT NAME/TITLE: Matt Buchanan/Interim Deputy Development Director

APPROPRIATE COMMITTEE: Redevelopment Authority

NAME OF GRANT/FUNDING SOURCE: Brownfields Cleanup Grant/US EPA

AMOUNT OF GRANT REQUEST: $1,000,000 **LOCAL MATCH REQUIREMENT:** $0

SOURCE OF MATCH: ☐ General Fund ☐ Non-General Fund ☒ Not Applicable

TIMEFRAME OF GRANT: 10/1/2023 through 9/30/2027

TYPE OF GRANT REQUEST: ☒ Monetary ☐ Other (explain under 'purpose of grant')

PURPOSE OF GRANT (summary): Provides funding for the remediation of contamination at the former Badger Sheet Metal site.

How does the grant meet City/Department needs? The grant provides the City with the necessary resources to facilitate the remediation and redevelopment of the former Badger Sheet Metal site. This leads to increased property values, a healthier environment, and better quality of life for residents.

What are the personnel requirements (include both existing and new staff) of the grant? Personnel from DCED will manage the grant project with support from a grant-funded environmental consulting firm. The City's Interim Deputy Development Director will serve as the primary contact. All grant activities will be conducted under the direction of the Development Director. The following staff will have minor supporting roles to assist with grant management: Real Estate Specialist, Projects & Program Manager, Finance Director, and the Assistant Finance Director.

DEPARTMENT HEAD SIGNATURE: ______________________________

1

PART #2: Request to Accept Grant Funds
(complete after notification of grant award; emailto:PamelaMa@greenbaywi.gov)

AMOUNT OF GRANT AWARD: $1,000,000 **CFDA/STATE ID #:** 66.818

LOCAL MATCH REQUIREMENT: $0

Please describe the source of match, if applicable: N/A

Please describe any major changes in proposed grant-funded activities: N/A

PART	*TO:*	*DATE:*	*TO:*	*DATE:*
#1: Request to Apply	Finance Dept		FC – Info/Action	
#2: Request to Accept	Finance Dept		FC – Action	

FC = Finance Committee

GRANT TRACKING FORM

Please describe what the grant money will be spent on:

The City was awarded a $1,000,000 U.S. EPA Brownfields Cleanup grant for the cleanup contamination at the RDA-owned former Badger Sheet Metal site. Generally, funds will be used for remediation activities, grant administration, and community outreach. A detailed budget and description of project tasks, activities, and timetables are included in the attached Work Plan. The Cooperative Agreement between RDA and EPA is also attached.

PART	***TO:***	***DATE:***	***TO:***	***DATE:***
#1: Request to Apply	Finance Dept		FC – Info/Action	
#2: Request to Accept	Finance Dept		FC – Action	

FC = Finance Committee

Work Plan for the Brownfields Cleanup Grant
City of Green Bay Redevelopment Authority

Grant Recipient:	City of Green Bay Redevelopment Authority (RDA) 100 N Jefferson St., Room 608 Green Bay, WI 54301
Project Contact:	Matt Buchanan, AICP Senior Economic Development Specialist Telephone: 920-448-3396 Fax: 920-448-3426 E-mail: matthew.buchanan@greenbaywi.gov

Project Period:	October 1, 2023 – September 30, 2027 (4 Years)
CFDA:	66.818
RFA No.:	EPA-I-OLEM-OBLR-22-09

This project supports the following goals and objectives of the FY 2022-2026 Strategic Plan for the U.S. Environmental Protection Agency (EPA):

Goal 6: Safeguard and Revitalize Communities

Objective 6.1: Clean Up and Restore Land for Productive Uses and Health Communities of EPA's Strategic Plan.

PROPOSED OUTPUTS & OUTCOMES

The primary expected output is the environmental remediation of the former Badger Sheet Metal site (ACRES ID 236196), which includes two parcels described in Table A. The project implements the EPA-funded Shipyard Corridor Brownfield Reuse Plan, which identifies the former Badger Sheet Metal property as a catalyst site for brownfield cleanup and redevelopment for public and private improvements. The property was previously within the course of a natural slough that was filled with contaminated material between 1907 and 1936 to accommodate urban development. Commercial and industrial uses onsite after 1936 lead to further soil and groundwater contamination. To remediate the contamination, the City of Green Bay Redevelopment Authority (RDA) proposes a combination of on and off-site management of RCRA metal and PAH impacted soil; excavation and landfill disposal of VOC impacted soil; followed by capping.

Table A: Property Details

Parcel #	Address	Acreage	Current Land Use	Existing Structures
3-569	420 S. Broadway	2.195	Municipal storage	Four metal warehouses
2-947	419 S. Maple St.	2.314	Municipal storage	Metal warehouse

The expected outcome is the redevelopment of the property, which will include a mix of unique public and private uses that bring substantial value to the Shipyard Corridor as well as the greater Green Bay area. The redevelopment will implement the vision established by the Shipyard Corridor Brownfield Reuse Plan, which includes the following improvements:

- Green Infrastructure Corridor: A public greenway is planned along the path of the historical slough that was once present at the property. This greenway would incorporate innovative green infrastructure for bioretention to improve stormwater runoff quality and help reduce flooding risks by providing temporary storage. The greenway would also offer an improved pedestrian connection between the Seymour Park neighborhood to the west and the Shipyard and Fox River to the east.

- Investments in Housing: RDA is currently negotiating a development agreement with a private developer to support the construction of three four-story buildings consisting of 238 mixed-income apartments over ground-level structured parking and commercial spaces. This $60± million development will help the community address its housing crisis by providing a mix of affordable, workforce, and market-rate units.

I. INTRODUCTION & ENVIRONMENTAL RESULTS

The EPA has awarded the City of Green Bay Redevelopment Authority (RDA) a $1,000,000 Brownfield Cleanup Grant to clean up petroleum and hazardous substances throughout the former Badger Sheet Metal site. The goal of the cleanup project is to remediate the contamination to facilitate the redevelopment projects planned for this important yet challenged area of Green Bay.

As documented by a Phase II ESA and site investigation activities conducted between 2018 and 2022, the primary environmental concerns are residual soil and groundwater impacts associated with prior commercial/industrial use and placement of historic fill present at the property. Specifically, soil contaminants consisting of PAHs and RCRA metals are widespread across the Property at concentrations exceeding WDNR soil cleanup standards based on protection of groundwater and direct contact exposure. Multiple VOCs including benzene and PCE were identified within soil on the approximate southern half of the Property exceeding soil standards for protection of groundwater. Total PCB compounds exceeded regulatory thresholds for protection of groundwater. Groundwater sampling results identified arsenic, PAHs, and VOCs exceeding WDNR groundwater quality standards. The existing VOC impacts in both soil and groundwater pose vapor intrusion concerns for future redevelopment. Assessment activities also identified ACMs, LBP, and RW at multiple locations throughout the buildings onsite, requiring abatement or proper handling prior to demolition.

The soil contamination is believed to be primarily associated with historic urban fill utilized to fill the former slough and a release of petroleum products on the eastern portion of the property which exceed regulatory thresholds. In 2022, the City also assessed the existing structure onsite for asbestos containing materials (ACMs), lead based paint (LBP), and regulated waste (RW). The assessment confirmed the presence of each hazard at multiple locations throughout the warehouse buildings which will require proper abatement prior to their demolition

2. PROJECT OVERVIEW

The EPA has awarded the RDA a $1,000,000 for the cleanup of petroleum and hazardous substances. The grant will be applied to the cleanup of the brownfield site (two parcels) identified in Table A. The following tasks comprise the RDA's Cleanup Grant project:

1. Grant Administration
2. Cleanup Activities
3. Community Outreach

4. MANAGEMENT AND COORDINATION

Personnel from the City's Community and Economic Development Department will manage the grant project with support from an environmental consulting firm. The City's Senior Economic Development Specialist, Matt Buchanan, will serve as the primary contact, and will be responsible for submitting quarterly reports, financial reports, progress of the work plan, and the final summary report to EPA Region 5. Matt has over six years' experience administering brownfields grants awarded by US EPA, including the City's FY13, FY17, and FY19 Assessment Grants, the RDA's FY19 Cleanup Grant, and the City's FY20 Brownfields Revolving Loan Fund. Additionally, Matt has also administered three brownfields grants from the Wisconsin Economic Development Corporation. Matt received his Master's degree in Urban Planning at the University of Kansas, where he specialized in Land Use Planning and Urban Design. He received his Bachelor's degree in Geography and Political Science at the University of Nebraska – Kearney.

All FY23 Cleanup Grant activities will be conducted under the direction of the City's Development Director. Other key staff members include the City's Finance Director, staff Accountant, Real Estate Specialist, and Projects & Program Manager. The Green Bay Economic Development Authority (EDA) will serve as the Brownfields Advisory Committee, and will assist with soliciting public input regarding brownfield cleanup and redevelopment, and will provide updates to the community regarding recent grant activities. The EDA meets on a monthly basis with meeting dates posted on the City's website. The public is invited to attend EDA meetings and discuss any grant activities.

The City and RDA regularly retain the services of environmental contractors to conduct assessments, determine the need for cleanup, prepare cleanup plans, and conduct cleanups at redevelopment sites. City staff and retained contractors will work with Wisconsin Department of Natural Resources (WDNR) staff in overseeing the cleanups.

5. WORK TO BE PERFORMED

TASK 1 – GRANT ADMINISTRATION
Green Bay's Senior Economic Development Specialist, Matt Buchanan, will oversee the overall grant administration tasks. These tasks include managing QEP cleanup activities, the preparation of quarterly reports, property profile forms submitted via ACRES, annual financial reports, semi-annual MBE/WBE/DBE reports, and all other correspondence with the EPA. Quarterly reports for quarters ending March 31, June 30, October 31, and December 31 of each year will be prepared within 30 days of the end of each quarter. The quarterly reports will describe progress on each defined task in this work plan. The quarterly reports will be submitted via EPA's ACRES system. The annual MBE/WBE report and the annual financial report will be prepared by October 31 of each year. The QEP may assist with fulfilling the reporting requirements. Table B below displays the activities and deliverables associated with this Task.

Table B

Task 3: Grant Administration The objective of this task is to fulfill all administrative requirements of the grant.		
Activities:	**Deliverables:**	**To be Completed by:**
Cleanup Oversight	None	Ongoing
Prepare Quarterly Reports	Quarterly Reports	Within 30 days of the end of each quarter.
Prepare Property Profile Forms	Property Profile Forms	Submitted via ACRES, as needed
Prepare Annual Financial Reports	Annual Financial Reports	October 31 of each year
Prepare Annual MBE/WBE Reports	Annual MBE/WBE Reports	October 31 of each year
Other correspondence with EPA as necessary	Copies of important correspondence	Ongoing

TASK 2 – REMEDIATION ACTIVITIES
The primary objective of this task is the implementation of the Remedial Action Plan (RAP). The output of this task will be the cleanup of contaminated land. The outcome of this task is the facilitation of the redevelopment projects planned for the former Badger Sheet Metal site.

Following execution of the cooperative agreement, the RDA will work with the selected Qualified Environmental Professional (QEP) to conduct the following work:

- Adapt the existing Quality Assurance Project Plan (QAPP) for use on the project;
- finalize Analysis of Brownfield Cleanup Alternatives (ABCA)
- develop waste profiles;
- prepare a Materials Management Plan (MMP) for reuse of impacted soil onsite;
- develop bid specifications;
- retain remedial contractor(s);
- implement the cleanup plan; and
- prepare construction documentation report; and develop institutional controls.

These activities are anticipated to start in Quarter 1 (Q1) of 2024 and be completed with the end of construction, no later than Q1 2027. Following completion, the QEP will prepare a report documenting the remedial action activities and request WDNR case closure. City staff will oversee the entire cleanup process through site closure. Table C below displays the activities and deliverables associated with this Task.

Table C

Task 2: Remediation Activities The objective of this task is the implementation of the Remedial Action Plan		
Activities:	**Deliverables:**	**To be Completed by:**
Adapt existing QAAP	Copy of QAPP	December 2023
Prepare final ABCAs	Copy of ABCAs	December 2023
Prepare MMP	Copy of MMP	December 2023
Prepare Health and Safety Plan (HASP)	Copy of HASP	December 2023
Notify EPA when cleanup starts	Indicate in EPA quarterly report and on ACRES	December 2023
Conduct cleanup	Photos of remediation work in progress	December 2023 to Fall 2027
Notify EPA when cleanup is complete	Indicate in EPA quarterly report and on ACRES	December 2027
Complete Remedial Report/Closure Request	Copy of report	Spring 2028
Receive site closure from WDNR	Copy of closure letters	Summer 2028

TASK 3 – COMMUNITY OUTREACH

The RDA will continue community outreach efforts pertaining to the planned cleanup/reuse of the former Badger Sheet Metal site. These efforts will include updating the Community Involvement Plan (CIP), hosting public meetings to discuss site cleanup and redevelopment plans, development and distribution of informational materials, and joint outreach efforts with community partners.

The RDA/City has worked extensively and will continue to work closely with our community partner organizations to reach individuals and families most affected by the project to share information and gain input that will guide decisions. The City's vision for revitalizing the Shipyard Corridor and preparing reuse plans for the former Badger Sheet Metal property were previously established through substantive input from stakeholders gathered through one of most comprehensive public engagement efforts the City has coordinated in recent years. In close coordination with the Seymour Park Neighborhood Association and the Broadway Business Improvement District, the City/RDA has held 3 public open house meetings in the Shipyard Corridor (over 300 attendees) and 4 focus group/stakeholder discussions (over 75 attendees). One of the public meetings and two of the stakeholder discussions were held in partnership with the EPA, as part of two technical assistance grants (Building Blocks for neighborhood revitalization strategic plan in March 2020 and the Shipyard Corridor Redevelopment Plan in November 2020). Furthermore, the RDA has held three public meetings on Impact Seven's specific redevelopment proposal since May of 2021. RDA plans to hold additional meetings to consider a final development agreement and receive additional community input on the redevelopment plans, site design, and programming.

A public open house will be scheduled in fall 2023 to discuss the proposed site layout, obtain feedback, and gather input on how specific site elements (pedestrian trail, green stormwater infrastructure, etc.) may be designed. Other public meetings will be planned at least quarterly through the life of the grant. The City/RDA will notify the public of these engagement opportunities through a variety of means as shown in Table D below.

The RDA and City's community engagement efforts will continue after design is complete and remediation and redevelopment are underway. The City of Green Bay Economic Development Authority (EDA) currently serves as the City's Brownfields Advisory Committee (BAC), providing guidance for the implementation of EPA Brownfields Grant funds. The BAC will continue to serve in this capacity with the implementation of cleanup funds. The BAC holds monthly public meetings where brownfield activities are regularly reported by staff, public input is sought, and direction is provided by the BAC. These meetings are held in a hybrid virtual/in-person format to maximize public participation. City staff will also continue to attend regularly scheduled meetings (in person and virtually) held by community partners to ensure up-to-date information is shared with area residents, business owners, property owners, and other stakeholders in site cleanup and future redevelopment. Community input will be solicited, considered, and responded to as part of the community engagement process.

The City of Green Bay Economic Development Authority (EDA) will continue to serve as the City's Brownfields Advisory Committee (BAC), providing guidance for the implementation of EPA Brownfields Grant funds. The BAC holds monthly public meetings where brownfield activities are regularly reported by staff, public input is sought, and direction is provided by the BAC.

This task also includes City staff attendance at two National Brownfields Conferences during the grant period. The trainings will provide staff opportunity to learn new ways of conducting community outreach and engaging with project stakeholders.

Table D

Task 1: Community Outreach The Community will be informed and involved in the development of the cleanup and redevelopment plans, and be given opportunities for comment on the plans.		
Activities:	**Deliverables:**	**To be Completed by:**
a. Correspond regularly with community partners and Alderpersons about the cleanup plan	Report on interactions in EPA quarterly reports, provide copies of any meeting materials or important correspondence.	Ongoing for duration of the project
b. Hold public open house on cleanup and redevelopment plans.	Copies of social media posts, press releases, media reports, letter to neighborhood residents and community partners. To be provided in EPA quarterly report.	December 2023
c. Hold public meetings and	Internet links to videos of	Ongoing for duration of

respond to substantial comments.	public meetings to be provided in EPA quarterly reports.	the project. BAC meetings scheduled monthly
d. Inform public of cleanup progress and results.	Summary provided in EPA quarterly reports.	Ongoing for duration of project

6. BUDGET

The Green Bay RDA developed the following budget for use of the Cleanup grant funds. The $1,000,000 cleanup grant does not require a local match. Costs exceeding the EPA grant will be covered by the City unless other outside grants are secured. Contractual line item costs to fund the remediation are detailed in the budget tables. The contractual costs are based on the ABCA and further guidance from a qualified environmental professional.

Table E: Project Budget

Budget Categories		Task 1	Task 2		Task 5	Total
		Grant Administration	Cleanup		Community Outreach	
			420 S. Broadway	419 S. Maple		
Direct Costs	Travel	$0	$0	$0	$6,000	$6,000
	Equipment	$0	$0	$0	$0	$0
	Supplies	$0	$0	$0	$2,000	$2,000
	Contractual	$5,500	$470,000	510,500	$6,000	$992,000
Total Budget		**$5,500**	**$980,500**		**$14,000**	**$1,000,000**

Task 1 – Grant Administration ($5,500): RDA will lead grant administration. The budget estimates $5,500 (44 @ $125/hour) for the QEP to support RDA with managing the cooperative agreement requirements as follows: preparation of quarterly reports and maintenance of ACRES database (16 @ 2 hr each = 32 hr); annual financial and DBE reports (4 @ 1 hr each = 4 hrs); and final closeout report (1 @ 8 hr = 8 hr).

Task 2 – Cleanup Activities ($980,500): This budget includes all contractual costs for remediation activities and oversight to be completed as part of the City's EPA cleanup grant. Contractual QEP costs (708 hr @ $125/hr = $88,500) include adapting the existing QAPP for use on the project and developing soil waste profiles (50 hrs); finalizing ABCA and preparing a Material Management Plan (60 hrs); remedial design with bid specifications and procurement of an excavation contractor (210 hrs); field oversight of remediation activities (188 hrs); prepare a remedial action documentation report and closure request (160 hrs); and develop institutional controls (40 hrs); and QEP subcontracted laboratory analysis (20 VOC samples @ $75= $1,500). Remedial contractor costs ($890,500) include excavation and offsite disposal of 6,225 CY of impacted soil (@ $81/CY=$504,225); excavation and on-site reuse of 3,000 CY soil (@ $13/CY=$39,000); backfilling VOC excavations (4,225 CY @ $15/CY=$63,375) and constructing a vegetated soil engineered barrier/cap across the greenway (2700 CY @$35/CY=$94,500); impermeable surfaces for site capping (700 LF @ $60/LF=$42,000); and 2 ft clay cap and channel stabilization for drainage basin (720 LF @ $135/LF=$97,200). A portion of the demolition costs and abatement and management of asbestos, LBP, and restricted wastes (@ $50,200) is included in the grant. The RDA will use Tax Increment District (TID) #22 funds to pay the remaining $73,000 of costs to raze the buildings which are not included in the budget table. A detailed breakdown of the estimated costs is included in Table F below.

Table F: Project Cost Estimates

Item	Estimated or Assumed Value
Raze site buildings and ACM, LBP, RW abatement/disposal	$123,200
Excavation and landfill disposal of VOC impacted soil	$407,100
Excavation and offsite/onsite disposal of PAH, RCRA Metal and PCB impacted soil and installation of caps	$434,700
Remedial Action/Post Construction Report and establishing institutional controls	$15,000
Engineering, remedial design, permitting and program management, and community outreach	$93,000*
Total Remedial Cost	$1,073,000

*Includes City Supply Costs of $2,000 for Community Outreach and City Travel Costs of $6,000 to attend two EPA Brownfield Conferences

Task 3 – Community Outreach ($14,000): Travel Costs of $6,000 are budgeted for expenses for the Project Director and one other City staff member to attend two 3-day EPA-sponsored National Brownfield conferences. Travel costs are estimated on airfare costs of $525/person/conference ($525 x 4 = $2,100 for 4 tickets), hotel/meal costs of $200 per person/day/conference ($200 x 2 x 6 = $2,400 for 6 days), conference registration ($300 x 2 x 2 = $1,200) and costs for incidentals of $25/person/day ($25 x 2 x 6 = $300 for 6 days).

Supply costs of $2,000 for printing outreach material for public meeting. Contractual Costs of $6,000 (48 hrs @ $125/hr) are budgeted for the QEP to assist with community outreach (i.e., prepare outreach documents, attend meetings).

City staff time for outreach efforts, including updates to the CIP, will not be reimbursed by the grant.

U.S. ENVIRONMENTAL PROTECTION AGENCY

Cooperative Agreement

GRANT NUMBER (FAIN):	00E03574
MODIFICATION NUMBER:	0
PROGRAM CODE:	4B
DATE OF AWARD	09/07/2023
TYPE OF ACTION	New
MAILING DATE	09/12/2023
PAYMENT METHOD:	ASAP
ACH#	51064

RECIPIENT TYPE:
Municipal

Send Payment Request to:
Contact EPA RTPFC at: rtpfc-grants@epa.gov

RECIPIENT:	PAYEE:
Green Bay Redevelopment Authority 100 N. Jefferson St., Room 608 Green Bay, WI 54301 **EIN:** 39-1970265	Green Bay Redevelopment Authority 100 N. Jefferson St., Room 608 Green Bay, WI 54301

PROJECT MANAGER	EPA PROJECT OFFICER	EPA GRANT SPECIALIST
Matt Buchanan 100 N. Jefferson St., Room 608 Green Bay, WI 54301 **Email:** matthew.buchanan@greenbaywi.gov **Phone:** 920-448-3396	Matthew Didier 77 W. Jackson Blvd., SB-7J Chicago, IL 60604 **Email:** didier.matthew@epa.gov **Phone:** 312-353-2112	Robert Young Assistance Section, MA-10J 77 W. Jackson Blvd. Chicago, IL 60604 **Email:** young.robert@epa.gov **Phone:** 312-886-6128

PROJECT TITLE AND DESCRIPTION

Green Bay Redevelopment Authority Brownfield Cleanup Grant

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. This agreement provides funding under the Infrastructure Investment and Jobs Act (IIJA) for The Green Bay Redevelopment Authority to conduct remediation activities as authorized by CERLCA 104(k)(3) in Green Bay, Wisconsin. Specifically, this agreement will provide funding to the recipient to clean up a brownfield site. Additionally, the recipient will competitively procure (as needed) and direct a Qualified Environmental Professional to conduct environmental site activities, will create a community involvement plan and administrative record for the site(s), and will report on interim progress and final accomplishments by completing and submitting relevant portions of the Property Profile Form using EPA's Assessment, Cleanup and Redevelopment Exchange System (ACRES). Further, the recipient will remediate one brownfield site and anticipates holding community meetings, finalizing the Analysis of Brownfield Cleanup Alternatives, and submitting 16 quarterly reports. Work conducted under this agreement will benefit the residents, business owners, and stakeholders in and near Green Bay, Wisconsin. No subawards are included in this assistance agreement.

BUDGET PERIOD	PROJECT PERIOD	TOTAL BUDGET PERIOD COST	TOTAL PROJECT PERIOD COST
07/01/2023 - 09/30/2027	07/01/2023 - 09/30/2027	$1,000,000.00	$1,000,000.00

NOTICE OF AWARD

Based on your Application dated 11/22/2022 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards $1,000,000.00. EPA agrees to cost-share 100.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of $1,000,000.00. 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.

ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)	AWARD APPROVAL OFFICE
ORGANIZATION / ADDRESS	**ORGANIZATION / ADDRESS**
U.S. EPA, Region 5 , U.S. EPA Region 5 Mail Code MCG10J 77 West Jackson Blvd. Chicago, IL 60604-3507	U.S. EPA, Region 5, Land, Chemicals & Redevelopment Division R5 - Region 5 77 W Jackson Blvd., L-17J Chicago, IL 60604

THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY

Digital signature applied by EPA Award Official	DATE
William Massie - Manager, Acquisition and Assistance Branch	09/07/2023

EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	$0	$1,000,000	$1,000,000
EPA In-Kind Amount	$0	$0	$0
Unexpended Prior Year Balance	$0	$0	$0
Other Federal Funds	$0	$0	$0
Recipient Contribution	$0	$0	$0
State Contribution	$0	$0	$0
Local Contribution	$0	$0	$0
Other Contribution	$0	$0	$0
Allowable Project Cost	$0	$1,000,000	$1,000,000

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.818 - Brownfields Multipurpose, Assessment, Revolving Loan Fund, and Cleanup Cooperative Agreements	CERCLA: Secs. 104(k)(3) & 104(k)(5)(E) & 104(k)(10)(B)(iii) & Infrastructure Investment and Jobs Act (IIJA) (PL 117-58)	2 CFR 200, 2 CFR 1500 and 40 CFR 33

Fiscal

Site Name	Req No	FY	Approp. Code	Budget Oganization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
-	2305QEX087	23	E4SD	05Q0AG7	000D79X89	4114	-	-	$1,000,000
									$1,000,000

Budget Summary Page

Table A - Object Class Category (Non-Construction)	Total Approved Allowable Budget Period Cost
1. Personnel	$0
2. Fringe Benefits	$0
3. Travel	$6,000
4. Equipment	$0
5. Supplies	$2,000
6. Contractual	$992,000
7. Construction	$0
8. Other	$0
9. Total Direct Charges	$1,000,000
10. Indirect Costs: 0.00 % Base	$0
11. Total (Share: Recipient 0.00 % Federal 100.00 %)	$1,000,000
12. Total Approved Assistance Amount	$1,000,000
13. Program Income	$0
14. Total EPA Amount Awarded This Action	$1,000,000
15. Total EPA Amount Awarded To Date	$1,000,000

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-october-1-2022-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 **young.robert@epa.gov**
MBE/WBE reports (EPA Form 5700-52A): **tukes.michael@epa.gov and Robert Young at young.robert@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: **Matthew Didier at** Didier.Matthew@epa.gov **and Robert Young at young.robert@epa.gov**
Payment requests (if applicable): **Matthew Didier at** Didier.Matthew@epa.gov
Quality Assurance documents, workplan revisions, equipment lists, programmatic reports and deliverables: **Matthew Didier at** Didier.Matthew@epa.gov

B. Pre-award Costs

In accordance with 2 CFR 1500.9, the grantee may charge pre-award costs (both Federal and non-Federal matching shares) incurred from 7**/1/23** to the actual award date provided that such costs were contained in the approved application and all costs are incurred within the approved budget period.

Programmatic Conditions

FY23 Brownfields Cleanup Cooperative Agreement Infrastructure Investment and Jobs Act Funds Terms and Conditions

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

I. GENERAL FEDERAL REQUIREMENTS

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 2023 (FY23) competition for Brownfield Cleanup cooperative agreements. EPA's approval of the FY23 application indicates that the CAR is in compliance with the Site Characterization requirement (as outlined in Section III.B.9. of the FY23 Cleanup Grant Guidelines) and has provided information to EPA that demonstrates that a sufficient level of site characterization from environmental site assessments have been performed for the remediation work to begin on the sit subject to this agreement.

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 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 that is applicable to the planned brownfield activity, 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), applicable federal 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). For more detailed information on complying with Davis-Bacon, please see the Davis-Bacon Addendum to these terms and conditions.

7. Refer to the General Term & Conditions for Buy America Sourcing requirements under the Build America, Buy America (BABA) provisions of the Infrastructure Investment and Jobs Act (IIJA; also known as Bipartisan Infrastructure Law or BIL) (P.L. 117-58, §§70911-70917). The CAR can also refer to EPA's Frequently Asked Questions for BABA for more information.

8. The recipient agrees to have financial management and programmatic management systems in place to:

   a. Track and report on expenditures of IIJA funds.

   b. Track and report outputs and outcomes achieved with IIJA funds.

II. SITE OWNERSHIP/RECIPIENT ELIGIBILITY REQUIREMENTS

A. Site Ownership

1. The CAR may only clean up the site(s) it solely owns that is specified in the workplan for this cooperative agreement. The CAR must retain ownership of the site(s) while Brownfield Cleanup 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(s). For the purposes of this agreement, the term “owns” means fee simple title unless the EPA previously approved a different ownership arrangement.

B. Continuing Obligations for CARs

1. EPA awarded this cooperative agreement to the CAR based on information indicating that the CAR would 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 eligible 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 site 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.

C. Site Substitution and Cleanup Method Changes

1. The CAR must use funds provided by this agreement to clean up the brownfield site(s) in the EPA-approved workplan. The CAR shall not substitute a different brownfield site.

2. The CAR shall not make substantial changes to the cleanup method described in the workplan, including changes to the expected cleanup based on public comment or other reasons, without prior EPA approval.

III. GENERAL COOPERATIVE AGREEMENT ADMINISTRATIVE REQUIREMENTS

A. Sufficient Progress

1. This condition supplements the requirements of the Termination and Sufficient Progress Conditions in the General Terms and Conditions.

The EPA Project Officer will assess whether the recipient is making sufficient progress in implementing its cooperative agreement 18 months and 30 months from the date of award. If EPA determines that the CAR has not made sufficient progress in implementing its cooperative agreement, the CAR, if directed to do so, must implement a corrective action plan concurred on by the EPA Project Officer and approved by the Grants Management Officer or Award Official. 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 at 18 months is indicated when:

an appropriate remediation plan is in place, institutional control development (if necessary) has commenced;

initial community engagement activities have taken place;

relevant state or tribal pre-cleanup requirements are being addressed;

a Qualified Environmental Professional has been procured; and

a solicitation for remediation services has been issued.

Sufficient progress at 30 months is indicated when:

at least 50% of the site-specific activities have been completed and funds have been requested by and disbursed to the CAR;

a Quality Assurance Project Plan has been approved by EPA; and

other documented activities have occurred that demonstrate to EPA’s satisfaction that the CAR will successfully perform the cooperative agreement.

B. Substantial Involvement

1. The EPA Project Officer will be substantially involved in overseeing and monitoring this cooperative agreement. Substantial involvement, includes, but is not limited to:

a. Close monitoring of the CAR’s performance to verify compliance with the EPA-approved workplan and achievement of environmental results.

b. Participation in periodic telephone conference calls to share ideas, project successes and challenges, etc., with EPA.

c. Reviewing and commenting on quarterly and annual reports prepared under the cooperative agreement (the final decision on the content of reports rests with the recipient or subrecipients receiving pass-through awards).

Substantial involvement may also include, depending on the direction of the EPA Project Officer:

e. Collaboration during the performance of the scope of work including participation in project activities, to the extent permissible under EPA policies. Examples of collaboration include:

i. Consultation between EPA staff and the CAR on effective methods of carrying out the scope of work provided the CAR makes the final decision on how to perform authorized activities.

ii. Advice from EPA staff on how to access publicly available information on EPA or other federal agency websites.

iii. With the consent of the CAR, EPA staff may provide technical advice to the CAR’s contractors or subrecipients provided the CAR approves any expenditures of funds necessary to follow advice from EPA staff. (The CAR remains accountable for performing contract and subaward management as specified in 2 CFR § 200.318 and 2 CFR § 200.332 as well as the terms of the EPA cooperative agreement.)

iv. EPA staff participation in meetings, webinars, and similar events upon the request of the CAR or in connection with a co-sponsorship agreement.

f. Reviewing and approving that the Analysis of Brownfield Cleanup Alternatives (ABCA), or equivalent state Brownfields program document, meets the Brownfields Program’s requirements for an ABCA.

g. Reviewing proposed procurements in accordance with 2 CFR § 200.325, as well as the substantive terms of proposed contracts or subawards as appropriate. This may include reviewing requests for proposals, invitations for bid, scopes of work and/or plans and specifications for contracts over $250,000 prior to advertising for bids.

h. Reviewing the qualifications of key personnel. (EPA does not have the authority to select employees or contractors, including consultants, employed by the CAR or subrecipients receiving pass-through awards.)

i. Reviewing information in performance reports to ensure all costs incurred by the CAR and/or its contractor(s) if needed to ensure appropriate expenditure of grant funds.

EPA may waive any of the provisions in Section III.B.1. The EPA Project Officer will provide waivers to provisions a. – d. in Section III.B.1. 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 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. CARs, other than state entities, that procure a contractor(s) (including consultants) where the contract will be more than the micro-purchase threshold in 2 CFR § 200.320(a)(1) ($10,000 for most CARs) must select the contractor(s) in compliance with the fair and open competition requirements in 2 CFR Part 200 and 2 CFR Part 1500. This requirement also applies to procurement processes that were completed before the award of this cooperative agreement. See the *Brownfields Grants: Guidance on Competitively Procuring a Contractor* for additional information.

CARs may procure multiple contractors to ensure the appropriate expertise is in place to perform work under the agreement (e.g., expertise to conduct site remediation activities vs. community engagement) and to allow the ability for work be performed concurrently at multiple sites.

2. The CAR must acquire the services of a Qualified Environmental Professional(s) as defined in 40 CFR § 312.10, if it does not have such a professional on staff to coordinate, direct, and oversee the brownfield site cleanup activities at a given site.

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 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 no longer than 90 days after date of 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 Performance 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 performance 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 from the EPA-approved workplan and budget shall be included in the report. The report shall also include any changes of key personnel concerned with the project that were approved by the EPA Grants Management Officer or Award Official. (Note, as provided at 2 CFR § 200.308, *Revision of budget and program*, the CAR must seek prior approval from the EPA Grants Management Officer or Award Official for a change in a key person.)

The CAR shall refer to and utilize the Quarterly Reporting function within the Assessment, cleanup and Redevelopment Exchange System (ACRES) to submit quarterly reports unless approval is obtained from the EPA Project Officer to use an alternate format for reports.

2. The CAR must submit performance reports on a quarterly basis in ACRES using the Cleaning Quarterly Report function. Quarterly performance reports must include:

a. A summary that clearly differentiates between activities completed with EPA funds provided under the Brownfield Cleanup cooperative agreement 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 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); program income generated and used (if applicable); and total remaining funds. The budget summary table must include costs that are charged to the “other” budget object class category (e.g., subawards, etc.).

The CAR shall include an explanation of any discrepancies in the budget from the EPA-approved workplan, cost overruns or high unit costs, and other pertinent information. The CAR shall include a statement on funding transfers [1] among direct budget categories or programs, functions and activities that occurred during the quarter and cumulatively during the period of performance.

f. For local governments that are using cooperative agreement funds for health monitoring, the quarterly report must also include the specific budget, the quarterly expenditure, and cumulative expenditures to demonstrate that 10% of federal funding is not exceeded.

Note: Each property where 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 performance report (see Section III.E. below).

4. The CAR must maintain records that will enable it to report to EPA on the amount of funds disbursed by the CAR to clean up the specific property(ies) under this cooperative agreement.

5. 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 (e.g., clean up started) and any final accomplishments (e.g., clean up completed, contaminants removed, institutional controls required, engineering controls required) by completing and submitting relevant portions of the electronic 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 performance report to the EPA Project Officer. The CAR must utilize the electronic version of the Property Profile Form in ACRES unless approval is obtained from the EPA Project Officer to use the hardcopy version of the Property Profile Form or its use is included in the approved workplan.

F. Final Cooperative Agreement Performance Report with Environmental Results

1. In accordance with EPA regulations 2 CFR Parts 200 and 1500 (specifically, § 200.329, *Monitoring and Reporting Program Performance* and 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 performance report on the cooperative agreement via email; unless the EPA Project Officer agrees to accept a paper copy of the report. The final performance report shall document and summarize the elements listed in Section III.D.2., as appropriate, for activities that occurred over the entire project period.

IV. FINANCIAL ADMINISTRATION REQUIREMENTS

A. Cost Share Requirement

1. As provided in IIJA, no cost share is required for this agreement.

B. 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 necessary to clean up sites. Eligible programmatic expenses include activities described in Section V. of these Terms and Conditions. In addition, eligible programmatic expenses may include:

a. Ensuring cleanup activities at a particular site are authorized by CERCLA § 104(k) and the EPA-approved workplan.

b. Ensuring that a cleanup complies with applicable requirements under federal and state laws, as required by CERCLA § 104(k).

c. 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.

d. Using up to $50,0000 of the cooperative agreement funds to conduct unforeseen environmental site assessment activities only when:

i. the state or tribal environmental authority requires additional site characterization in order to move forward with the remediation, as provided at CERCLA § 104(k)(10)(B)(i)(I); or the site is not enrolled in the State or Tribal response program and the Environmental Professional recommends, in writing, additional site characterization in order to move forward with the remediation, as provided at CERCLA § 104(k)(10)(B)(i)(I); and

ii. the CAR has exhausted available resources to conduct the environmental site assessment, including the resources described in the FY23 application.

The CAR must obtain written approval from the EPA Project Officer to use funding from this cooperative agreement to characterize the site.

e. 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.

f. Performing limited site characterization to confirm the effectiveness of the proposed cleanup design or the effectiveness of a cleanup once an action has been completed.

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

h. Establishing an Administrative Record.

g. Using a portion of the cooperative agreement funds to purchase environmental insurance for the 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*.]

j. 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 engagement pertaining to the cleanup activities.

2. **Local Governments Only –** If authorized in the EPA-approved workplan and budget narrative, up to 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 sum of direct EPA 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 $50,000. 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 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.

C. 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. Pre-cleanup Phase I and Phase II environmental site assessment activities with the exception of site monitoring activities that are reasonable and necessary during the cleanup process, including determination of the effectiveness of a cleanup;

b. 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;

c. Construction, demolition, and site development activities that are not 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);

d. Job training activities unrelated to performing a specific cleanup 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 cleanup; 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.

V. CLEANUP REQUIREMENTS

A. Authorized Cleanup 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 and documented in a decision document upon completion of the public comment period. The CAR must consult with the relevant state program (or EPA if there is not a state program that covers the site) to determine if the selected cleanup requires formal modification based on public comments or new information.

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 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.

C. Public Involvement and Community Outreach

1. All cleanup activities require a site-specific Community Involvement Plan. The plan must include providing reasonable notice to the community and opportunity for public involvement and comment on the proposed cleanup options under consideration for the site. All information, including responses to public comments and administrative records, may be made available to the public to the extent consistent with 2 CFR § 200.338 and applicable state, tribal, or local law.

D. Public Awareness

1. 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 the EPA logo is displayed along with logos from other participating entities on websites, outreach materials, or reports, it must **not** be prominently displayed to imply that any of the recipient or subrecipient's activities are being conducted by the EPA. Instead, the EPA logo should be accompanied with a statement indicating that the Green Bay Redevelopment Authority received financial support from the EPA under an Assistance Agreement per the term and condition described in Section V.D.1.a. above. More information is available at https://www.epa.gov/stylebook/using-epa-seal-and-logo.

c. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a "project funded by President Biden's Bipartisan Infrastructure Law." The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at https://www.epa.gov/invest/investing-america-signage.

d. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable.

Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

2. The CAR agrees to notify the EPA Project Officer listed in this award document 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.

3. 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.

4. All public awareness activities conducted with EPA funding are subject to the provisions in the General Terms and Conditions on compliance with section 504 of the Americans with Disabilities Act.

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 Cleanup Activities

1. The CAR shall ensure that the successful completion of a cleanup is properly documented. 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 cleanup is complete (including No Further Action letters, institutional controls, etc.). This documentation 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 agreement 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 cleanups supported with Cleanup 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 the site(s) 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.

  a. The CAR must submit the following documentation:

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

    ii. Administrative and Financial Reports as described in the General 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.

[1] Per EPA's General Term and Condition, the CAR must obtain prior approval from the EPA Grants Management Officer or Award Official for cumulative transfers of funds in excess of 10% of the total budget.

DAVIS BACON PREVAILING WAGE

The following terms and conditions specify how Recipients will assist EPA in meeting its Davis-Bacon (DB) responsibilities when DB applies to EPA awards of financial assistance under any statute which makes DB applicable to EPA financial assistance. If a Recipient 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. 1. Applicability of the Davis Bacon Prevailing Wage Requirements For the purposes of this term and condition, EPA has determined that 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, is subject to DB. If Recipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the Recipient 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 Recipient shall use the following DOL General Wage Classifications for the locality in which the construction activity subject to DB will take place. Recipients must obtain wage determinations for specific localities at www.wdol.gov. (i) When soliciting competitive contracts or issuing task orders, work assignments or similar instruments to existing contractors (ordering instruments) for, the excavation and removal of hazardous substances, construction of caps, barriers, and similar activities that do not involve construction of buildings Recipient shall use the "Heavy Construction" Classification. (ii) When soliciting competitive contracts or issuing ordering instruments for the construction of structures which house treatment equipment, and abatement of contamination in buildings (other than residential structures less than 4 stories in height) Recipient shall use "Building Construction" classification. (iii) When soliciting competitive contracts or issuing ordering instruments for the abatement of contamination in residential structures less than 4 stories in height the Recipient shall use "Residential Construction" classification. Note: Recipients must discuss unique situations that may not be covered by the General Wage Classifications described above with EPA. If, based on discussions with a Recipient, EPA determines that DB applies to a unique situation the Agency will advise the Recipient which General Wage Classification to use based on the nature of the construction activity at the site. . (b) Recipients 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 Recipient shall monitor www.wdol.gov. on a weekly basis to ensure that the wage determination contained in the solicitation remains current. The Recipient 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 Recipient 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 Recipient. (ii) If the Recipient does not award the contract within 90 days of the closure of the solicitation, any modifications or determination contained in the solicitation shall be effective unless EPA, at the request of the Recipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The Recipient shall monitor www.wdol.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 Recipient carries out Brownfield 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 Recipient shall insert the appropriate DOL wage determination from www.wdol.gov into the ordering instrument. (c) Recipients 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 Recipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the Recipient 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 Recipient 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 Recipient'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 Recipient 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 Recipient 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. Recipients shall require that the contractor and subcontractors include the name of the Recipient employee or official responsible for monitoring compliance with DB on the poster. (ii)(A) The Recipient, 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. (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Recipient 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 Recipient 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. (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the Recipient 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. (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 Recipient, 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 Recipient 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 Recipient 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 Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm 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 Recipient 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 Recipient. (B) Each payroll submitted to the Recipient 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. (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. (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, Recipient, 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. (4) 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. (5) 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. (6) 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. (7) 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. (8) 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. (9) 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 Recipient, borrower or subgrantee and EPA, the U.S. Department of Labor, or the employees or their representatives. (10) 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 Recipient 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 therefor 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 Recipient, 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 Recipient 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 Recipient 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 Recipient 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 Recipient 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 Recipient 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 Recipient 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. Recipients 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 . Recipients 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 Recipient 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 Recipient 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 Recipient 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 . Recipients 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 Recipient shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions. (d). The Recipient 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) Recipients 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 http://www.dol.gov/esa/contacts/whd/america2.htm.

Report to the
Redevelopment Authority of the City of Green Bay

MEETING DATE	PREPARED BY
October 10, 2023	Krista Cisneroz, Staff

AGENDA ITEM # F.1

Financial report and check register.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Check Report
2. RDA Financial Report 2023

City of Green Bay RDA
Check Register
September-23

CHECK #	CHECK DATE	VENDOR NAME	AMOUNT
21701	09/12/2023	CITY OF GREEN BAY	697.83
21702	09/12/2023	CITY OF GREEN BAY	13,200.00
21703	09/12/2023	DON RIMX INC	11,262.84
21704	09/12/2023	ERNESTO MARANJE	11,424.25
21705	09/12/2023	GREATER GREEN BAY HABITAT FOR HUMANITY, INC.	23,500.00
21706	09/12/2023	MZ. ICAR LLC	11,886.72
21707	09/12/2023	NEIGHBORWORKS GREEN BAY	4,730.00
21708	09/12/2023	YULIA AVGUSTINOVICH	11,424.25
21709	09/27/2023	CITY OF GREEN BAY	28,674.20
21710	09/27/2023	FEDERAL EXPRESS CORP	124.05
21711	09/27/2023	NEIGHBORWORKS GREEN BAY	3,527.50
			120,451.64

Redevelopment Authority
Financial Report
HOME
09/30/2023

	2023 Budget	2022 Carry Over	Program Income	Expenses	Obligated	Remaining Balance
Single Family Rehab Loan Program	150,000.00	514,560.96	-	180,392.05	-	484,168.91
CHDO Projects	86,500.00	288,000.00	-	-	50,000.00	324,500.00
Housing Development Projects	282,245.00	1,435,276.03	151,668.86	59,908.98	1,097,000.00	712,280.91
Administration	57,600.00	139,502.95	21,468.12	47,101.71		171,469.36
HOME-ARP Admin		1,948,216.00	-	-	-	1,948,216.00
	$ 576,345.00	**$ 4,325,555.94**	**$ 173,136.98**	**$ 287,402.74**	**$ 1,147,000.00**	**$ 3,640,635.18**

Redevelopment Authority
Financial Report
CDBG
9/30/2023

CDBG Entitlement Funds	2023 Budget	2022 Carry Over	Program Income	Expenses	Obligated	Remaining Balance
Fair Housing	30,000.00	28,000.00	-	20,418.00	-	37,582.00
Public Services	156,400.00	134,744.87	-	51,884.79		239,260.08
CDBG Eligible Areas HILP Program	100,000.00	249,375.49	115,720.13	2,500.00	74,714.00	387,881.62
CDBG Eligible Areas Public Facilieities and Infrastructure	269,400.00	354,459.97	-	114,633.00	-	509,226.97
CDBG Eligible Areas-Beautificatio/Art	25,000.00	167,007.93	-	87,998.06	-	104,009.87
Economic Development	100,468.00	257,291.26	351,720.80	211,294.54	-	498,185.52
ED Façade & Demo Loans	-	13,367.85	-	13,367.85	-	-
Administration	232,500.00	176,573.81	-	187,175.13	-	221,898.68
	$ 913,768.00	**$ 1,380,821.18**	**$ 467,440.93**	**$ 689,271.37**	**$ 74,714.00**	**$ 1,998,044.74**

CARES CDBG-CV Funds	2023 Budget	2022 Carry Over	Program Income	Expenses	Obligated	Remaining Balance
Businesss Improvement Districts		455.78	-	-	-	455.78
Broadband		124,812.06	-	124,812.06	-	-
Rental/Mortgage Assistance Program LMI		115,829.37	-	-	-	115,829.37
	$ -	**$ 241,097.21**	**$ -**	**$ 124,812.06**	**$ -**	**$ 116,285.15**

Project Name	Developer	Project Location	Project Description	Status Update	Housing Units		Est. Prop Value
					Total #	Under 80%	
Merge @ Shipyard	Merge LLC	239 Arndt Street	Market multi-family rental, retail	DA Amended. PUD application to be submitted in late 223. Construction anticipated '24	225	0	$21,000,000.00
City East Apartments	City East Apartments, LLC.	1165 E Walnut	Affordable multi-family rental, United Way office	DA, TIDAH, HOME and ARPA SLFR Approved - Construction start Sept. 2023	43	36	$11,627,300.00
Bay City Lofts	Bay City Lofts, LLC.	2510 University Ave	Affordable multi-family rental	DA/TIF, HOME and ARPA SLFR Approved - Construction start mid Sept.	48	40	$14,125,500.00
200 N. Monroe	200 N. Monroe PropCo LLC	200 N. Monroe	Market rate multi-family rental, grocery, UWGB, retail	Developer reworked development design and re-bidding. DA approved but out of compliance. Amendment anticipated late 2023.	172	0	$22,000,000.00
JBS	City/RDA	0 Lime Kiln Rd	Destination park, mixed housing, urban farm	RFP to be released in October			tbd
New Land 221 Cherry	New Land Enterprises	221 Cherry	Market rate multi-family rental, retail	Planning option approved, expires 11/25/23. Phase 2 env and geo under way			tbd
Former Badger Sheet Metal	Impact Seven/Three Leaf Partners	420 S. Broadway/419 S. Maple	Market rate multi-family rental, retail, green infrastructure corridor	TIF request under evaluation. EPA cleanup grant awarded	238	0	tbd
The Fort @ Railyard	TWG	419 Donald Driver Way	Affordable multi-family rental, retail	Under construction. Completion anticipated Spring 2024	233		$21,000,000.00
Pulliam Redevelopment	Port of Green Bay / Brown County	420 S. Broadway/419 S. Maple	Port development / C. Reiss relocation	Engineering/Design			tbd
Carnivore	Lanny Viegut	3757 Vital Pl	Industrial - pet food processing	Tour 10/10 @11. Under construction phase two complete 3/31/24			$35,000,000.00
Shipyard Phase I	City/RDA	100 W. Mason, 239 Arndt	Riverfront promenade, pier, docks, kayak launch, habitat, site utilities	Under construction. Completion anticipated early 2024			$12,150,000.00
Bangkok Gardens Redevelopment	BFAM, LLC	317 Dousman/240 N. Broadway	Affordable multi-family rental, bank, retail	Under construction. Completion anticipated late 2023		6	tbd
JAS House		1368 E Walnut	Affordable rental for at-risk young adults-Dorm	Under construction. Completion anticipated fall 2023	3		tbd
Habitat Homestead	Habitat for Humanity	0 Richmond St	Affordable single-family owner occupied detached and townhomes	Predevelopment, road intsall start and groundbreaking in fall	14		tbd
Cherry Faith Properties	DuJuan Cherry	436 S. Monroe	Mixed income multi-family with groundfloor commercial	Planning Option approved, expires 11/08/23	33	26	tbd
222 Cherry St LLC	Peter Nugent	216-222 Cherry St	Market rate apts with retail 1st floor	Developer updating project to include more units (up to 71 from 57). Project is being re-appraised. DA Amendment anticipated in November.	71		$8,000,000.00
Schauer & Schumacher	**33 Investments LLC**	**227 E Walnut, 101 & 109 N Adams St**	Event venue, speakeasy and housing P/O Expires 12/13/2023	Architect drawings are being rendered and bids being quoted			tbd
TEMPLATE	**DO NOT USE**	**COPY ONLY**					

COLOR KEY
Multi-family
Single-family
Commercial
Industrial
Park/Public