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|  | U.S. ENVIRONMENTAL PROTECTION AGENCY Cooperative Agreement | GRANT NUMBER (FAIN): 00E03238 MODIFICATION NUMBER: 0 PROGRAM CODE: V | | DATE OF AWARD 09/14/2022 |
| | | TYPE OF ACTION New | | MAILING DATE 09/19/2022 |
| | | PAYMENT METHOD: ASAP | | ACH# 50183 |
| | | RECIPIENT TYPE: State | | Send Payment Request to: Contact EPA RTPFC at: rtpfc-grants@epa.gov |
| RECIPIENT: Illinois Environmental Protection Agency 1021 North Grand Avenue East, P.O. Box 19276 Springfield, IL 62794-9276 EIN: 01-0572642 | | PAYEE: Illinois Environmental Protection Agency 1021 North Grand Avenue East, P.O. Box 19276 Springfield, IL 62794-9276 | | |
| PROJECT MANAGER Chris Peters 1021 North Grand Ave East P.O. Box 19276 Springfield, IL 62794-9276 Email: Christopher.M.Peters@illinois.gov Phone: 217-785-6309 | | EPA PROJECT OFFICER Bertanna Lewis 77 W. Jackson Blvd., SRS-6J Chicago, IL 60604-3507 Email: lewis.bertanna@epa.gov Phone: 312-886-2838 | | EPA GRANT SPECIALIST Jeffrey Reid Assistance Section, MA-10J 77 W. Jackson Blvd. Chicago, IL 60604-3507 Email: reid.jeffrey@epa.gov Phone: 312-886-3224 |
| PROJECT TITLE AND DESCRIPTION Lindsay Light Superfund Site Cooperative Agreement This agreement funds the recipient's program to perform short-term response activities to stabilize or clean up hazardous wastes at an incident or site that poses a threat to public health or welfare by reviewing and commenting on draft Environmental Covenants. Review and comment on Operable Unit (OU) draft Environmental Covenants (EC), Review of removal program technical documents as part of the EC review. Review draft and draft final environmental covenant documents. No subawards are included in this assistance agreement. | | | | |
| BUDGET PERIOD 10/01/2022 - 09/30/2027 | PROJECT PERIOD 10/01/2022 - 09/30/2027 | TOTAL BUDGET PERIOD COST \$73,095.00 | TOTAL PROJECT PERIOD COST \$73,095.00 | |
| NOTICE OF AWARD Based on your Application dated 07/14/2022 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$73,095.00. EPA agrees to cost-share <u>100.00%</u> of all approved budget period costs incurred, up to and not exceeding total federal funding of \$73,095.00. 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 U.S. EPA, Region 5 , U.S. EPA Region 5 Mail Code MCG10J 77 West Jackson Blvd. Chicago, IL 60604-3507 | | | ORGANIZATION / ADDRESS U.S. EPA, Region 5, Superfund and Emergency Management Division R5 - Region 5 77 W. Jackson Blvd, SRS-6J. Chicago, IL 60604-3507 | |
| THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY | | | | |
| Digital signature applied by EPA Award Official William Massie - Manager, Acquisition and Assistance Branch | | | | DATE 09/14/2022 |

EPA Funding Information

| FUNDS | FORMER AWARD | THIS ACTION | AMENDED TOTAL |
|-------------------------------|--------------|-------------|---------------|
| EPA Amount This Action | \$0 | \$73,095 | \$73,095 |
| 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 | \$73,095 | \$73,095 |

| Assistance Program (CFDA) | Statutory Authority | Regulatory Authority |
|--|------------------------|--|
| 66.802 - Superfund State Political Subdivision and Indian Tribe Site Specific Cooperative Agreements | CERCLA: Sec. 104(d)(1) | 2 CFR 200, 2 CFR 1500, 40 CFR 33 and 40 CFR 35 Subpart O |

| Fiscal | | | | | | | | | |
|-----------|------------|----|--------------|---------------------|--------|--------------|--------------|-------------------|---------------------------|
| Site Name | Req No | FY | Approp. Code | Budget Organization | PRC | Object Class | Site/Project | Cost Organization | Obligation / Deobligation |
| 05YT IEPA | 2205SEX009 | 22 | TR2 | 05F00YT | 000DC6 | 4185 | 05YTRS00 | C022 | \$73,095 |
| | | | | | | | | | \$73,095 |

Budget Summary Page

| Table A - Object Class Category (Non-Construction) | Total Approved Allowable Budget Period Cost |
|--|--|
| 1. Personnel | \$27,269 |
| 2. Fringe Benefits | \$23,825 |
| 3. Travel | \$0 |
| 4. Equipment | \$0 |
| 5. Supplies | \$0 |
| 6. Contractual | \$0 |
| 7. Construction | \$0 |
| 8. Other | \$0 |
| 9. Total Direct Charges | \$51,094 |
| 10. Indirect Costs: 43.06 % Base See Table B | \$22,001 |
| 11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %) | \$73,095 |
| 12. Total Approved Assistance Amount | \$73,095 |
| 13. Program Income | \$0 |
| 14. Total EPA Amount Awarded This Action | \$73,095 |
| 15. Total EPA Amount Awarded To Date | \$73,095 |

SUMMARY OF INDIRECT COSTS

| Table B - Program Element Classification (Non-construction) | Total Approved Allowable Budget Period Cost |
|---|--|
| 1. 43.06%, Direct salaries and wages including applicable divisional fringe benefits, 7/1/2022-6/30/2023. | \$0 |
| 2. | \$0 |
| 3. | \$0 |
| 4. | \$0 |
| 5. | \$0 |
| 6. | \$0 |
| 7. | \$0 |
| 8. | \$0 |
| 9. | \$0 |
| 10. | \$0 |
| 11. Total (Share: Recip % Fed %) | \$0 |
| 12. Total Approved Assistance Amount | \$0 |

Administrative Conditions

National Administrative Terms and 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-1-2021-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 reid.jeffrey@epa.gov
- MBE/WBE reports (EPA Form 5700-52A): region5closeouts@epa.gov, reyes.dianne@epa.gov and reid.jeffrey@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: lewis.bertanna@epa.gov and reid.jeffrey@epa.gov
- Payment requests (if applicable): lewis.bertanna@epa.gov and reid.jeffrey@epa.gov
- Quality Assurance documents, workplan revisions, equipment lists, programmatic reports and deliverables: lewis.bertanna@epa.gov

Programmatic Conditions

Superfund Removal Cooperative Agreement Terms and Conditions

A. Health and Safety Plan

Before beginning field work, the recipient must have a health and safety plan in place providing for the protection of on-site personnel and area residents, unless specifically waived by the award official. This plan need not be submitted to EPA but must be made available to EPA upon request. The recipient's health and safety plan must comply with Occupational Safety and Health Administration (OSHA) 29 CFR § 1910.120, entitled "Hazardous Waste Operations and Emergency Response."

B. Quality Assurance

Quality Management Plan

In accordance with 2 CFR 1500.12, the recipient shall continue to implement and adhere to the Quality Management Plan (QMP) submitted to EPA. The QMP should be updated annually or as necessary based on the EPA QA/R-2: EPA Requirements for Quality Management Plans. This quality assurance requirement applies to all grants, cooperative agreements, contracts and interagency agreements that involve the use of environmental data.

Quality Assurance Project Plan

No environmental sampling will be conducted.

In accordance with 2 CFR 1500.12, the recipient must develop and implement quality assurance and quality control procedures, specifications and documentation that are sufficient to produce data of adequate quality to meet project objectives. Recipients implementing environmental programs within the scope of the assistance agreement must submit to the EPA Project Officer an approvable Quality Assurance Project Plan (QAPP) at least 45 days prior to the initiating of data collection or data compilation. The QAPP is the document that provides comprehensive details about the quality assurance, quality control, and technical activities that must be implemented to ensure that project objectives are met. Environmental programs include direct measurements or data generation, environmental modeling, compilation of data from literature or electronic media, and data supporting the design, construction, and operation of environmental technology. The QAPP should be prepared in accordance with EPA QA/R-5: EPA Requirements for Quality Assurance Project Plans. No environmental data collection or data compilation may occur until the QAPP is approved by the EPA Project Officer and Quality Assurance Regional Manager. When the recipient is delegating the responsibility for an environmental data collection or data compilation activity to another organization, the EPA Regional Quality Assurance Manager may allow the recipient to review and approve that organization's QAPP. Additional information on these requirements can be found at the EPA Office of Grants and Debarment Web Site: <https://www.epa.gov/grants/implementation-quality-assurance-requirements-organizations-receivingepa-financial>

C. Community Relations

The recipient must comply with the community relations requirements described in EPA policy and guidance, and in the National Contingency Plan (40 CFR § 300.155 – Public information and community relations).

D. Accounting requirements

The recipient's system must track expenses by site, activity, and, operable unit, as applicable, according to object class. The system must also provide control, accountability, and an assurance that funds, property, and other assets are used

only for their authorized purposes. The recipient must allow an EPA review of the adequacy of the financial management system as described in 2 CFR § 200.302. The recipient's systems must comply with the appropriate allowable cost principles described in 2 CFR part 200 Subpart E—Cost Principles. The accounting system must use actual costs as the basis of all reports of direct site charges.

E. Reports

1. Progress

Recipient agrees to provide the following progress reports:

Semi-Annual progress reports and a final progress report on all activities identified in the workplan in accordance with 40 CFR 35.6650. These reports will contain at a minimum:

- a) an explanation of work accomplished during the reporting period, delays, or other problems, if any, and a description of the corrective measures that are planned. The recipient agrees to inform the EPA Project Officer as soon as problems, delays or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.
- b) a comparison of the percentage of the project completed to the project schedule, and an explanation of significant discrepancies.
- c) a comparison of the estimated funds spent to date to planned expenditures and an explanation of significant discrepancies per task. The semi-annually progress reports shall be due within 60 days of the reporting period; the final progress report is due 90 days after the expiration or termination of the cooperative agreement. The progress reports are to be submitted electronically to the EPA Project Officer via e-mail.
- d) Reporting Periods: the reporting periods shall be defined according to the federal fiscal cycle.

Semi-Annual reports shall cover the periods:

October 1 – March 31

April 1 – September 30

The first report shall cover the period from the start date of the award to the end of the first reporting cycle.

2. Inventory

a. CERCLA-funded property.

(1) Content. The report must contain the following information:

- (a) Classification and value of remaining supplies.
- (b) Description of all equipment purchased with CERCLA funds, including its current condition.
- (c) Verification of the current use and continued need for the equipment by site, activity,

and operable unit, as applicable.

(d) Notification of any property which has been stolen or vandalized.

(e) A request for disposition instructions for any equipment no longer needed on the project.

(2) Reporting frequency. The recipient must submit an inventory report to EPA at the following times:

(a) Within 90 days after completing any CERCLA-funded project or any response activity at a site.

(b) When the equipment is no longer needed for any CERCLA-funded project or any response activity at a site.

b. Federally owned property.

(1) Content. The recipient must include the following information for each federally owned item in the inventory report:

(a) Description.

(b) Decal number.

(c) Current condition.

(d) Request for disposition instructions.

(2) Reporting frequency. The recipient must submit an inventory report to the appropriate EPA property accountable officer at the following times:

(a) Annually, due to EPA on the anniversary date of the award.

(b) When the property is no longer needed.

(c) Within 90 days after the end of the project period.

F. Cybersecurity

State Grant Cybersecurity

(a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State law cybersecurity requirements.

(b) (1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure. For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition. If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) 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.

(2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) 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 200.331(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.

G. Closeout

In addition to Agency requirements, closeout of a Cooperative Agreement, or an activity under a Cooperative Agreement, can take place in the following situations:

1. After the completion of all work for a response activity at a site.
2. After all activities under a Cooperative Agreement have been completed.
3. Upon termination of the Cooperative Agreement.

The recipient must comply with the closeout requirements described in 2 CFR § 200.344 and §200.345. After closeout, EPA may monitor the recipients' compliance required by CERCLA §104(c) and addressed in 40 CFR § 300.510(c)(1) of the NCP.

H. Third-Party Benefits

This Agreement is intended to benefit only the recipient and the EPA. It extends no benefit or rights to any part not a signatory to this Agreement. In addition, EPA does not assume any rights to third parties with respect to losses due to bodily injury or property damages that exceed the limitations contained in the provisions of 28 U.S.C. Section 1346(b), 2671-2680. To the extent permitted by State law, the recipient does not assume liability to any third parties with respect to losses due to bodily injury or property damage.

I. Records Management

1. Project records

The lead agency for the response action must compile and maintain an administrative record consistent with CERCLA § 113, the National Contingency Plan, and relevant EPA policy and guidance. In addition, recipients of assistance (whether lead or support agency) are responsible for maintaining project files described as follows. The recipient must maintain project records by site, activity, and operable unit, as applicable.

a. Financial records. The recipient must maintain records which support the following items:

- (1) Amount of funds received and expended; and
- (2) Direct and indirect project cost.

b. Property records. The recipient must maintain records which support the following items:

- (1) Description of the property;
- (2) Manufacturer's serial number, model number, or other identification number;
- (3) Source of the property, including the assistance identification number;
- (4) Information regarding whether the title is vested in the recipient or EPA;
- (5) Unit acquisition date and cost;
- (6) Percentage of EPA's interest;
- (7) Location, use and condition (by site, activity, and operable unit, as applicable) and the date this information was recorded; and
- (8) Ultimate disposition data, including the sales price or the method used to determine the price, or the method used to determine the value of EPA's interest for which the recipient compensates EPA in accordance with section J7.

c. Procurement records.

(1) General. The recipient must maintain records which support the following items and must make them available to the public:

- (i) The reasons for rejecting any or all bids; and
- (ii) The justification for a procurement made on a noncompetitively negotiated basis.

(2) Procurements in excess of the simplified acquisition threshold. The recipient's records and files for procurements in excess of the simplified acquisition threshold must include the following information:

- (i) The basis for contractor selection;
- (ii) A written justification for selecting the procurement method;
- (iii) A written justification for use of any specification which does not provide for maximum free and open competition;
- (iv) A written justification for the choice of contract type; and
- (v) The basis for award cost or price, including a copy of the cost or price analysis made in accordance with 40 CFR §35.6585 and documentation of negotiations.

d. Other records. The recipient must maintain records which support the following items:

- (1) Time and attendance records and supporting documentation;
- (2) Documentation of compliance with statutes and regulations that apply to the project.

2. Retention

a. This requirement applies to all financial and programmatic records, supporting documents, statistical records,

and other records which are required to be maintained by the terms, program regulations, or the Cooperative Agreement, or are otherwise reasonably considered as pertinent to program regulations or the Cooperative Agreement.

b. Length of retention period. The recipient must maintain all records for 10 years following submission of the final Financial Status Report unless otherwise directed by the EPA award official and must obtain written approval from the EPA award official before destroying any records. If any litigation, claim, negotiation, audit, cost recovery, or other action involving the records has been started before the expiration of the ten-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular ten-year period, whichever is later.

c. Substitution of an unalterable electronic format. An unalterable electronic format, acceptable to EPA, may be substituted for the original records. The copying of any unalterable electronic format must be performed in accordance with the technical regulations concerning Federal Government records (36 CFR parts 1220 through 1234) and EPA records management requirements.

d. Starting date of retention period. The recipient must comply with the requirements regarding the starting dates for records retention described in 2 CFR §1500.7.

3. Access

a. The recipient must comply with the requirements regarding records access described in 2 CFR§ 200.337.

b. Availability of records. The recipient must, with the exception of certain policy, deliberative, and enforcement documents which may be held confidential, ensure that all files are available to the public.

c. Contractor requirements. The recipient must require its contractor to comply with the requirements regarding records access described in 2 CFR § 200.337.

J. Other Requirements

1. Post-removal Site Control

Post removal site controls, as defined in 40 CFR 300.5, are activities that are necessary to sustain the integrity of a Fund-financed removal action following its conclusion. Per 40 CFR 300.415, to the extent practicable, provision for post-removal site control following a CERCLA Fund-financed removal action at both NPL and non-NPL sites is encouraged to be made prior to the initiation of the removal action. Post-removal site control may be conducted by the recipient.

2. Out-of-state or out of an Indian tribe waste transfer

To the extent practicable, the state or tribe must provide written notification of off-site shipments of CERCLA waste from a site to an out-of-State or out-of-an-Indian-Tribal-area-of-Indian-country waste management facility to:

(1) The appropriate State environmental official for the State in which the waste management facility is located; and/or

(2) An appropriate official of an Indian Tribe in whose area of Indian country the waste management facility is located; and (3) The EPA Award Official.

K. Procurement

1. The recipient shall comply with procurement standards described in 2 CFR § 200.317 through 200.327 and 2 CFR § 1500.

2. The recipient must require each prospective contractor to provide with its bid or proposal:

Information on its financial and business relationship with all potentially responsible parties (PRPs) at the site and with the contractor's parent companies, subsidiaries, affiliates, subcontractors, or current clients at the site. This disclosure requirement encompasses past financial and business relationships, including services related to any proposed or pending litigation, with such parties.

3. The recipient must require its contractor to comply with the requirements in D. regarding accounting standards, J4. regarding usage rate, J6. regarding property management standards, and I1-I2. regarding project records and retention.

4. Per 40 CFR § 35.6565, the recipient must obtain the award official's approval to use a procurement method other than the sealed bid method.

5. Per 40 CFR § 35.6575, the recipient must award a fixed-price contract (lump sum, unit price or combination of the two) unless the recipient obtains the award official's prior approval.

L. Small Unmanned Aircraft Systems, a.k.a. drones, Purchases and Operation Costs

EPA assistance agreement recipients may charge small, unmanned aircraft systems (UAS) as defined at 14 CFR 107.3 to their EPA assistance agreement so long as costs are allowable and allocable.

The recipient agrees to include the intended use of any UAS defined at 14 CFR 107.3, also known as drones, to achieve environmental outputs and outcomes in negotiated workplans.

The recipient agrees to abide by all the Federal Aviation Administration (FAA) regulatory requirements of 14 CFR 107 including registration, certification and training of small UAS. This includes but is not limited to recipients (or their contracted UAS service provider) complete small UAS operator training at a FAA approved Airman Knowledge Testing Center, complete remote pilot certification (FAA Airman Certificate and/or Rating Application Form 8710-13), and complete FAA UAS registration.

The recipient agrees to ensure compliance, including compliance by their contracted UAS service provider, with applicable procurement requirements under 2 CFR Part 200 subpart D upon determining that small UAS purchase is more cost effective than alternative options, such as: contracting small UAS services, leasing a small UAS, or documenting conditions without using a small UAS. All small UAS costs must be reasonable, necessary, and allocable to the scope of the project (2 CFR Part 200 subpart E).

The recipient agrees to abide by [EPA's UAS Policy](#) and have appropriate policies and procedures in place for the use and operation of UAS on their EPA assistance agreements. The recipient agrees that UAS data collection activities funded under their EPA assistance agreement will adhere to all applicable laws, including but not limited to Title VI of the Civil Rights Act, and that UAS collected information will not be used, retained, or disseminated in any manner that will discriminate against persons based on their race, sex, national origin, religion, sexual orientation, or gender identity. Prior to expending grant funds for the purchase or use of UAS the recipient agrees to have in place policies and procedures to safeguard individuals' privacy, civil rights, and civil liberties relating to the collection, use, retention and dissemination of UAS collected information.

The recipient agrees to comply with the following disposition requirements for UAS at the end of the project period in accordance with 40 CFR 35.6345:

For UAS having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit: (1) Use the UAS on another [CERCLA project](#) and reimburse the original [project](#) for the [fair market value](#) of the UAS; or (2) If both the [recipient](#) and EPA concur, keep the UAS and reimburse the Hazardous Substance Superfund for EPA's interest in the current [fair market value](#) of the UAS; or (3) Sell the UAS and reimburse the Hazardous Substance Superfund for EPA's interest in the current [fair market value](#) of the UAS, less any reasonable selling expenses.

For UAS having an acquisition cost under \$5,000, please follow the disposition instructions for "Supplies" at 40 CFR 35.6340(b).

M. PROGRAMMATIC GENERAL PROVISIONS:

Region 5 awards this Cooperative Agreement in accordance with the Federal Grant and Cooperative Agreement Act of 1977 and its implementing regulations, the United States Environmental Protection Agency (EPA) Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. The Cooperative Agreement Recipient (RECIPIENT) warrants, represents, and agrees that it, and all its contractors, employees and representatives, will comply with all applicable provisions of 40 CFR Chapter 1, Subchapter B, INCLUDING BUT NOT LIMITED TO the provisions of 40 CFR Part 35 Subpart O.

A. Prompt Payment Act Provisions

In accordance with 5 C.F.R. Section 1315.15, federal funds may not be used by the RECIPIENT for the payment of interest penalties to contractors when bills are paid late, nor may interest penalties be used to satisfy cost sharing requirements. Obligations to pay such interest penalties will not be obligations of the United States.

B. Disclaimer of Agency Relationship

Nothing contained in this Agreement shall be construed to create, either expressly or by implication, the relationship of agency between EPA and Cooperative Agreement Recipient (RECIPIENT). Any standards, procedures, or protocol prescribed in this Agreement are to be followed by RECIPIENT during the performance of its obligations under final product of the actions contemplated by this Agreement, and do not constitute a right to control the actions of RECIPIENT. EPA (including its employees and contractors) is not authorized to represent or act on behalf of RECIPIENT in any matter relating to the subject matter of this Agreement, and RECIPIENT (including its employees and contractors) is not authorized to represent or act on behalf of EPA in any matter related to the subject matter of this Agreement. Neither EPA nor RECIPIENT shall be liable for the contracts acts, errors, or omissions or the agents, employees, or contractors, or the other party entered into, committed, or performed with respect to or in the performance of, this Agreement.

N. PROGRAMMATIC TERMS AND CONDITIONS:

1. **Authority:** All activities conducted under this Cooperative Agreement shall be consistent with the revised National Contingency Plan (NCP), 40 CFR 300, dated December 23, 1988, ([53 Federal Register 51962](#)).

The RECIPIENT acknowledges that this Cooperative Agreement has been entered into pursuant to the following

authorities and the RECIPIENT agrees to comply with the applicable requirements contained in such authorities:

(a) Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Section 9601 et seq., as amended ("CERCLA").

(b) 31 U.S.C. Section 6301 et seq.

2. **Substantial Involvement:** EPA will be substantially involved with the RECIPIENT during the performance of the project. Substantial involvement includes EPA review and approval of activities undertaken with funds provided under this Agreement. Notwithstanding EPA's substantial involvement, the RECIPIENT remains responsible for complying with all of the terms and conditions of this Agreement and with federal law, regulations, and policy applicable to this Agreement.

3. **Amendments:** Any change in this Cooperative Agreement must be agreed to by both parties in writing.

4. **Confidentiality of Documents:** The RECIPIENT will make best efforts to retain information generated under this award and designated as confidential by EPA as confidential under applicable state law. EPA will make best efforts to retain information under this award and designated as confidential by the RECIPIENT as confidential under applicable federal law. If the RECIPIENT and/or EPA cannot retain these documents as confidential, they should inform the other party so that other arrangements relating to this work can be made.

5. **Sufficient Progress:** If EPA determines that the RECIPIENT has not made sufficient progress in implementing project activities, EPA may terminate the assistance agreement for failure of the RECIPIENT to make sufficient progress so as to reasonably ensure completion of the work plan activities within the project period. EPA will measure sufficient progress by examining the performance required under the work plan, in conjunction with the funds drawn down and the time lapsed. Sufficient progress is indicated by the RECIPIENT having demonstrated a variety of activities that may include, but is not limited to, make recommendations and concur on decision documents, participation in conference calls and attendance at meetings and site visits. The RECIPIENT will report on sufficient progress in their progress reports. If sufficient progress is not being made by the RECIPIENT, the reason why must be provided in the progress report.

O. Reimbursement Term and Condition

1. **Definitions.** Any capitalized terms not defined in this Cooperative Agreement shall have the meaning ascribed to them in the Consent Decree and Environmental Settlement Agreement ("Settlement Agreement") filed in In re Tronox Incorporated, U.S. Bankruptcy Court (SDNY) Case No. 09-10156 (ALG).

2. **Agreement to Disburse Special Account Funds.** Subject to the terms and conditions set forth in this Reimbursement Term and Condition (RTC) to this Cooperative Agreement, EPA agrees to make the Lindsay Light Removal Sites (Illinois) payment received pursuant to Paragraph 117 subsection f. of the Consent Decree, available for disbursement to the Illinois Environmental Protection Agency (IEPA) from the Lindsay Light II Special Account as partial reimbursement for the performance of work performed in accordance with the EPA approved workplan(s) for this Cooperative Agreement ("Work").

3. **Timing of Disbursement of Special Account Funds.** Within ninety (90) days of EPA's receipt of a Cost Summary and Certification, as defined by Paragraph d, below, or if EPA has requested additional information under Paragraph d, below or a revised Cost Summary and Certification under Paragraph e, below, within sixty (60) days of receipt of the additional information or revised Cost Summary and Certification, EPA shall disburse funds

from the Lindsay Light II Special Account subject to this RTC.

4. **Requests for Disbursement of Special Account Funds.**

- i. The IEPA may periodically, but no more often than monthly, submit to EPA, a Cost Summary and Certification. The IEPA shall not include in any submission costs included in a previous Cost Summary and Certification if those costs have been previously sought or reimbursed in accordance with Paragraph c.
- ii. Each Cost Summary and Certification must include a complete and accurate written cost summary and certification of the necessary costs incurred and paid by the IEPA for Work over the specified period of time, excluding costs not eligible for disbursement under Paragraph f. Each Cost Summary and Certification must contain the following statement signed by the IEPA's comptroller:

"To the best of my knowledge, and after thorough investigation and review of the supporting documentation of costs incurred and paid for Work performed during the specified time, I certify that the information contained in or accompanying this submission is true, accurate, and complete. I am aware that there are significant penalties for knowingly submitting false information, including the possibility of fine and imprisonment."

- iii. The IEPA comptroller shall also provide EPA a list of the documents that he or she reviewed in support of the Cost Summary and Certification. Upon request by EPA, IEPA shall submit to EPA any additional information requested by EPA for its review and approval of a Cost Summary and Certification.

5. **Recalculation of Costs.** If EPA determines that a Cost Summary and Certification includes an arithmetical error, costs excluded under Paragraph f, below, costs that are inadequately documented, or costs submitted in a prior Cost Summary and Certification, EPA will notify the IEPA specifying the EPA's exceptions to the submittal and allow IEPA to submit a revised Cost Summary and Certification. If the IEPA fails to submit a revised Cost Summary and Certification within thirty (30) days of being given notice of the opportunity to do so, EPA will recalculate the amount eligible for disbursement for that submission and disburse the corrected amount in accordance with Paragraph c above.

6. **Costs Excluded from Disbursement.** The following costs are excluded from, and may not be sought by the IEPA for, disbursement from the Lindsay Light II Special Account: (i) payments by the IEPA to the United States in connection with the Lindsay Light II Site, including but not limited to any interest paid pursuant to Paragraph h, below; (ii) attorneys' fees and costs, except for reasonable attorneys' fees and costs necessarily related to site access and/or placement of institutional controls which are necessary for performance of the Work; (iii) costs of any response activities that are not approved by EPA pursuant to this Cooperative Agreement(s); (iv) costs related to the IEPA's litigation, settlement, or development of potential contribution claims, or identification of defendants; (v) internal costs of the IEPA for this Cooperative Agreement, including, but not limited to, salaries, travel, or in-kind services, except for costs that represent the work of employees directly performing Work; (vi) costs incurred by the IEPA under this Cooperative Agreement prior to the Effective Date of the Settlement Agreement; or (vii) any costs incurred by the IEPA in connection with dispute resolution under this Cooperative Agreement or the Settlement Agreement.

7. **Termination of Special Account Disbursements.** EPA's obligation to disburse funds from the Lindsay Light II Special Account pursuant to the Settlement Agreement and this Cooperative Agreement terminates upon EPA's determination that the IEPA: (a) has knowingly submitted a materially false or misleading Cost Summary and

Certification; or (b) has submitted a materially inaccurate or incomplete Cost Summary and Certification, and has failed to correct that Cost Summary and Certification within thirty (30) days after being given notice of the opportunity to do so. EPA's obligation to disburse funds from the Lindsay Light II Special Account also terminates upon EPA's assumption of performance of any portion of the Work, when such assumption is not challenged by the IEPA, or, if challenged, is upheld in EPA's favor pursuant to any applicable dispute resolution provisions for this Cooperative Agreement.

8. Recapture of Special Account Disbursements. Upon the termination of disbursements pursuant to Paragraph g, above, if EPA has previously disbursed funds from the Lindsay Light II Special Account for activities that are specifically related to the reason for termination (e.g., if a materially false or misleading submission is discovered after the disbursement of funds based on that submission), EPA shall submit a bill to the IEPA for any disbursed amount which is specifically related to the reason for termination, plus Interest on that amount covering the period from the date of disbursement of the funds by EPA to the date of repayment of the funds by the IEPA. Within thirty (30) days of receipt of EPA's bill, the IEPA shall pay the billed amount by a certified or cashier's check(s). The check(s) shall be made payable to "EPA Hazardous Substance Superfund" and shall reference the name and address of the party making payment, EPA Site/Spill Identification Number 05YT and Department of Justice Case Number 90-11-3-09688. The payment shall be sent to:

United States Environmental Protection Agency, Region 5

Attention: Program Accounting and Analysis Section; Comptroller Branch

P.O. Box 70753

Chicago, Illinois 60673

Upon receipt of payment, EPA may, in its sole discretion, deposit all or any portion thereof in the Lindsay Light II Special Account or the Hazardous Substance Superfund.

For the purposes of Paragraph h, above, "Interest" shall mean interest at the rate specified for interest on investments of the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a). The applicable rate of interest shall be the rate in effect at the time the interest accrues. The rate of interest is subject to change on October 1 of each year. Rates are available online at <https://www.epa.gov/superfund/superfund-interest-rates>.

9. The IEPA must submit documentation required by this RTC to the Project Officer (Bertanna Lewis) and to the Technical Contacts (Verneta Simon and Eugene Jablonowski) electronically prior to requesting payments for such costs from ASAP. The IEPA may request payment from ASAP for costs it has incurred under this Cooperative Agreement only after EPA has approved those costs under this RTC.

10. **Dispute Resolution.** Disputes under this Cooperative Agreement are subject to 2 C.F.R. Part 1500, Subpart E.