

THE PEOPLES GAS LIGHT AND COKE COMPANY

Crawford Station Manufactured Gas Plant Site

TECHNICAL ASSISTANCE PROGRAM FUNDING AGREEMENT

Grantor:

The Peoples Gas Light and Coke Company
200 East Randolph Street
Chicago, IL 60601

Grantor Grant Administrator:

Naren M. Prasad
WEC Business Services LLC
nmprasad@integrysgroup.com
312-240-4569

Grantee:

Little Village Environmental Justice Organization
2445 S. Spaulding Ave.
Chicago, IL 60623

Grantee Project Manager:

Dr. Antonio Lopez
Executive Director
Little Village Environmental Justice Organization
alopez@lvejo.org
773-762-6991

Project Title And Description:

The Peoples Gas Light and Coke Company (Peoples) has entered into an Administrative Order on Consent (AOC) (Docket No. 08-C-917, October 31, 2008) with the U.S. Environmental Protection Agency (USEPA) Region 5, under which Peoples is carrying out an environmental investigation known as a Remedial Investigation and Feasibility Study (RI/FS) at its Crawford Station Manufactured Gas Plant Site (Site) in Chicago, Illinois. The Site is located at 3500 South Pulaski Road in Chicago, Illinois.

This Technical Assistance Program Funding Agreement (Agreement) provides funding to Little Village Environmental Justice Organization, (LVEJO or the Funding Recipient) to retain a technical advisor to review the RI/FS documents and communicate Site technical information to the Funding Recipient membership and the local community. Peoples is providing this funding (Grant) to the Funding Recipient under a Technical Assistance Program (TAP) pursuant to the requirements of the AOC. The technical advisor will review the RI/FS work plans, the risk assessment and other studies and reports that Peoples generates under the AOC, and review the alternatives for any Site remedial action. The technical advisor will communicate this Site information to the Funding Recipient membership and the local community through means such as newsletters, workshops and public meetings. This will facilitate better public understanding of the RI/FS process and technical findings and promote meaningful public participation. The Funding Recipient will utilize the Grant funding consistent with the Terms and Conditions of Technical Assistance Program Funding (Terms and Conditions), which are attached hereto and incorporated herein by reference.

Project Period:

From the latter of the dates on which Peoples and the Funding Recipient execute this Agreement (Effective Date) through the date USEPA issues the Record of Decision (ROD) for the Site.

Maximum Grant Amount:

The initial Grant shall not exceed \$50,000.00 (Maximum Grant Amount). Peoples will provide and administer any additional Grant amounts needed if the USEPA, in its unreviewable discretion, determines that the Funding Recipient has demonstrated such a need prior to the USEPA's issuance of the ROD for the Site. Any requests to increase the Maximum Grant Amount must be approved in writing by the USEPA before any costs exceeding \$50,000 are incurred. In the event USEPA approves such an increase in the Grant, the Maximum Grant Amount will include the increase.

Offer And Acceptance:

Peoples through its undersigned representative hereby offers Grant funding to the Funding Recipient for 100% of all eligible documented costs, subject to the Maximum Grant Amount, for the costs that the Funding Recipient incurs in carrying out this project as specified in this Agreement and the Terms and Conditions. Funding Recipient through its undersigned representative accepts this offer.

Technical Assistance Program Funding Agreement

The undersigned hereby represent that they are duly authorized to act on behalf of their respective organizations. The Funding Recipient agrees that this Grant is subject to this Agreement and the Terms and Conditions and that its acceptance of payments constitutes its agreement that any amounts that Peoples determines have been overpaid will be refunded in full to Peoples. The effective date of this Agreement is the date shown below when it has been signed by both the Peoples and Funding Recipient.

The Peoples Gas Light and Coke Company

Charles Matthews <sup>LSM
12/3/15</sup> TPW

Signature

Charles Matthews

Typed Name

President

Title

December 8, 2015

Date

Little Village Environmental Justice Organization

A Lopez

Signature

ANTONIO LOPEZ

Typed Name

EXECUTIVE DIRECTOR

Title

11-30-2015

Date

TERMS AND CONDITIONS OF TECHNICAL ASSISTANCE PROGRAM GRANT FUNDING

This document sets forth the terms and conditions for the Technical Assistance Program Grant Funding provided by Peoples to the Funding Recipient. These terms and conditions are in addition to those set forth in the Technical Assistance Program Funding Agreement (Agreement) to which this document is attached and of which it is made a part.

All terms defined in the Agreement will have the same meanings herein.

A. Funding Recipient's Demonstration Of its Status As A Nonprofit Corporation

This Agreement shall not take effect until the Funding Recipient has demonstrated to Peoples that it has incorporated as a nonprofit organization and is qualified to do business in Illinois. The Funding Recipient must demonstrate this status by providing Peoples with copies of the relevant incorporation documents.

B. Peoples' Funding Under This Grant

Peoples will reimburse 100% of the total costs incurred by the Funding Recipient under this Grant that meet the eligibility criteria set forth below. The Funding Recipient must document its Grant costs in the requests for reimbursement it submits to Peoples as described in Section E. below. Peoples will provide aggregate funding up to the Maximum Grant Amount under this Award. Peoples will provide and administer any additional amounts needed if the USEPA, in its unreviewable discretion, determines that the Funding Recipient has demonstrated such a need prior to the USEPA's issuance of the ROD for the Site. Any requests to raise the Maximum Grant Amount must be approved by the USEPA in writing before costs exceeding \$50,000 are incurred.

C. Grant Funding Duration

An important objective is that the Grant funding must be available throughout the RI/FS process at the Site. That process will terminate with USEPA's issuance of the ROD. The Funding Recipient must plan its TAP activities and expenditures so that Grant funds remain available for the duration of the RI/FS process and until issuance of the ROD. The proposed TAP schedule that the Funding Recipient provides to Peoples as required under Section E.2 below must be designed to meet this objective.

D. Eligible and Ineligible Costs

1. The Primary Purpose Of The Grant Is To Fund A Technical Advisor To Explain And Interpret Technical Site Data To The Funding Recipient Members And The Public

Most, if not all of the Grant funds should be used to procure a technical advisor to help explain the RI/FS process and interpret Site technical data and evaluations for the Funding Recipient and the local community. A qualified technical advisor must satisfy the credential requirements of 40 CFR § 35.4190, including:

- A demonstrated knowledge of hazardous or toxic waste issues, relocation issues, redevelopment issues or public health issues as those issues relate to hazardous substance/ toxic waste issues, as appropriate
- Academic training in a relevant discipline (for example, biochemistry, toxicology, public health, environmental sciences, engineering, or environmental law)
- An ability to translate technical information into terms the community can understand

Additionally, the technical advisor must meet the restrictions of 40 CFR § 35.4195, including that he, she, or it cannot currently be doing work for the USEPA, the Illinois Environmental Protection Agency, (IEPA), the Federal government, the State government, Peoples, or any other potentially responsible party (PRP) at the Site.

If requested by the Funding Recipient, Peoples will assist the group in the solicitation of an appropriate technical advisor.

Examples of how a technical advisor may support the process include the following:

- Reviewing the RI/FS and risk assessment work plans, findings and reports and communicating that technical information to the Funding Recipient membership and the local community through means such as newsletters, workshops and public meetings
- Visiting the Site periodically during the RI/FS process to observe the work to better communicate the RI/FS status and findings to the Funding Recipient members and the public.

2. Other Costs Eligible For Reimbursement Under This Grant

In addition to procuring a technical advisor, the Funding Recipient may use a portion of the Grant award for the following activities:

- Activities that communicate site information to the public through newsletters, public meetings or other similar activities
- Procurement of a grant administrator to manage the Grant
- Other activities not listed above may be eligible for Grant funding upon prior written approval from Peoples.

3. Costs Not Eligible For Reimbursement Under This Grant

Costs outside those listed in Section D.2 above are not eligible for Grant funding. The following is a non-exhaustive list of activities whose costs will not be reimbursed under this Award:

- Lawsuits or other legal actions
- Attorney fees for services connected to any kind of legal action or that could, if such a relationship were allowable, be interpreted as resulting in an attorney/client relationship to which the attorney/client privilege would apply
- The time of the technical advisor to assist an attorney in preparing a legal action or preparing and serving as an expert witness at any legal proceeding
- Political activity and lobbying
- Social, ceremonial, entertainment, fundraising, and related costs
- Funding Recipient member or technical advisor training or travel
- Generation of new primary data (e.g., additional soil, groundwater, soil gas, or surface water data), including split sampling
- Reopening or challenging final EPA decisions such as the ROD and/or disputes with EPA under its dispute resolution procedures set forth in 40 C.F.R. 30.63
- Generation of new health data through biomedical testing (for example, blood or urine testing), clinical evaluations, epidemiological or health studies, surveillance, registries, and/or public health interventions

E. Grant Performance Monitoring And Management

1. Peoples' And The Funding Recipient's TAP Administrators

Respecting the independence of any advice or work product by the technical advisor retained by the Funding Recipient with Grant funding, Peoples will monitor the Funding Recipient's technical and financial performance under this Grant and this Agreement. Peoples will assign a TAP Administrator who will have responsibility for the following tasks:

- Responding to the public's inquiries and questions about the Site, including information about the application process and administration of the Grant award
- Distributing Grant funds
- Reviewing the Funding Recipient's progress reports and the work product of its technical advisor once such report and work product have been distributed to Peoples, USEPA, and IEPA

- Reviewing the Funding Recipient's financial records that document how the Grant funds have been spent
- Arranging meetings as necessary with the Funding Recipient, the Technical Advisor, and other interested individuals

Peoples' TAP Administrator is Naren M. Prasad. Contact information for Mr. Prasad is provided below.

Naren M. Prasad
 Sr. Environmental Engineer
 WEC Business Services LLC
 200 East Randolph Street, 24th Floor
 Chicago, Illinois 60601
 nmprasad@integrysgroup.com
 312-240-4569

The Funding Recipient also has designated a TAP Administrator, who will be the group's primary point of contact for administrative issues and will have responsibility for the following tasks:

- Supervising the preparation of newsletters, newspaper notices or other means of communicating the technical advisor's summaries and other work product to the Funding Recipient members and the local community
- Scheduling and organizing public workshops and meetings where the technical advisor's work product can be presented and discussed
- Taking meeting notes and distributing meeting minutes
- Preparing contracts with any technical advisor and grant administrator
- Documenting Grant-eligible expenses
- Maintaining project records and files
- Preparing quarterly progress reports, annual financial reports and the project close-out report to Peoples as described below

The Funding Recipient's TAP Administrator is Dr. Antonio Lopez. Contact information for Dr. Lopez is provided below.

Dr. Antonio Lopez
 Executive Director
 Little Village Environmental Justice Organization
 alopez@lvejo.org
 773-762-6991

Peoples and the Funding Recipient will notify each other promptly in writing if there is any change in their respective TAP Administrators or their contact information.

2. Funding Recipient Schedule And Status Reports To Peoples

The Funding Recipient will submit to Peoples the following information regarding its performance of work under this Award:

- a. Within 30 days after the Effective Date of this Agreement, a list of the activities the Funding Recipient proposes to conduct under the TAP and the approximate schedule for this work. The overall purpose of the TAP is to assist the Funding Recipient in communicating technical RI/FS information to the Funding Recipient members and the public - thus the TAP activities will be linked to the RI/FS technical documents that have been or will be generated during the project. Peoples will assist the Funding Recipient in identifying these technical documents and the approximate dates when future documents will be generated. The Funding Recipient's list of proposed Grant-funded activities and approximate schedule will assist in project planning and help ensure that the Grant funds will not be exhausted in the near term but will remain available for the duration of the RI/FS, specifically through USEPA issuance of the ROD.
- b. Quarterly progress reports within 45 days after the end of each calendar quarter following the Effective Date based on the progress report template that is included here as Attachment A. The quarterly progress reports shall include the following information:
 - Status of Grant-funded activities, including any changes to the Funding Recipient's list of activities and approximate schedule described in § 2a above
 - Budget performance status
 - Problems encountered
 - Copies of final versions of the newsletters, fact sheets, and other information distributed to the Funding Recipient members or the local community during the report period for which the Funding Recipient has sought or will seek Grant reimbursement
- c. Annual budget performance status reports within 90 days of the calendar year end after the anniversary of the Effective Date of this Agreement.
- d. Copies of all technical advisor work product within 10 days of its distribution to the Funding Recipient or the public.
- e. A final report containing the information specified at 40 CFR §35.4170(e) within 90 days after issuance of the ROD.

- f. All reports are due on the day specified or the following business day if the deadline falls on a weekend, or federal or state holiday.

The Funding Recipient also will be required to meet the guidelines set forth in 40 CFR §35.4170 through §35.4240 regarding the following

- Periodic financial and technical progress reporting
- Financial and technical records management and retention
- Eligibility requirements for technical advisors and other contractors
- Solicitation, selection, and procurement guidelines for technical advisors and other contractors, including contract value bid guidelines and contract provisions

3. Payment Procedures

The Funding Recipient will provide to Peoples a monthly request for funds disbursement by the 15th of each month (or the following business day if the 15th falls on a weekend or federal or state holiday) along with appropriate documentation that supports the request for disbursement. The Funding Recipient will also describe in detail the scope of work and any deliverable generated for the associated scope of work. Requests for disbursement will be sent to Peoples' TAP Administrator for evaluation and approval. The Funding Recipient will provide these requests for reimbursement using the Request for Reimbursement Form that is included here as Attachment B.

Peoples will provide Grant funding on a cost reimbursement basis only, i.e., Peoples will not provide any advance payments under this Grant, except that Peoples may provide the Funding Recipient with advance funding up to \$5,000 to cover its estimated need for funds for an initial start-up period.

Within 30 days of receipt of the request for disbursement, Peoples will issue payment for approved amounts, unless Peoples informs the Funding Recipient that some or all of the costs are not eligible for reimbursement or that Peoples requires additional information to evaluate the costs for Grant eligibility. Peoples and the Funding Recipient will use good faith efforts to resolve any dispute regarding the Funding Recipient's requests for reimbursement. In the event that Peoples and the Funding Recipient are unable to reach agreement regarding a request for reimbursement, the Funding Recipient may appeal Peoples' decision to USEPA.

4. Technical Advisor Reports

The Funding Recipient shall send USEPA, IEPA and Peoples copies of all final technical advisor work product, newsletters, reports, meeting presentation materials and other work products for which the Funding Recipient has sought or will seek Grant funding within 10 days after their distribution to the Funding Recipient or the public.

5. Funding Recipient Document Retention

The Funding Recipient agrees to retain for the duration of this Agreement and for three years thereafter all documents relating to 1) the costs for which it has sought reimbursement under the Grant, 2) its determination that the technical advisor whose costs are reimbursed under the Grant does not have an actual or potential conflict of interest, 3) the documents generated using Grant funds that it distributes to the Funding Recipient members and the public, and 4) documents demonstrating its compliance with this Agreement. The Funding Recipient agrees to provide these documents to Peoples upon Peoples' written request.

F. Cancellation For Cause Prior To Project Completion

In the event of a material breach of this Agreement by either party, the non-breaching party may terminate the agreement. However, in order to terminate the agreement, the non-breaching party must first provide the breaching party written notice of its intent to terminate the Agreement and the reasons therefore, following which the breaching party will have 30 days to cure the breach. Should the breaching party fail to cure a material breach within 30 days after receipt of notice from the non-breaching party, the non-breaching party may terminate this Agreement. In the event of such termination, the Funding Recipient shall be entitled to receive payment in accordance with the payment provisions of this Agreement for services rendered or charges incurred prior to the effective date of termination. However, in the event of termination, the Funding Recipient shall not be paid for any work done after receipt by either party of a notice of termination or for any costs incurred by the Funding Recipient's subcontractors thereafter. In no event shall Peoples be liable for any costs for unperformed services.

Upon receipt of a notice of termination by either party, the Funding Recipient shall immediately discontinue all service and it shall immediately cause any of its subcontractors to cease such work unless the notice directs otherwise and deliver immediately to Peoples all reports, plans, drawings, specifications, data, summaries or other material and information, whether completed or in process, accumulated by the Funding Recipient in performance of the work under this Agreement, including but not limited to the documents listed to be retained by the Funding Recipient in Section E.5 above. Within 30 days after the termination, the Funding Recipient shall submit its final reimbursement request to Peoples and Peoples will process the request and make payment in accordance with Section E.3 above.

G. Miscellaneous

1. Severability

If any term or provision of this Agreement is declared invalid by a court or arbitration panel of competent jurisdiction in a final ruling from which no appeal is taken, the remaining provisions of this Agreement will be unimpaired, and the invalid or unenforceable provision will be replaced with a provision that is valid and enforceable and that comes closest to the Parties' intention underlying the invalid or unenforceable provision.

2. *Amendment Or Modification*

Any modification of the terms of this Agreement must be in writing and signed by the Parties.

3. *Dispute Resolution*

The Parties will attempt to resolve informally any issues concerning the use, administration, or payment of funds pursuant to this TAP, or the performance of other substantive provisions arising out of, or relating to this TAP. During such a process, Peoples shall, to the extent practicable, continue administering, managing, and providing the services required under this TAP that are not in dispute.

In the event Peoples and the Funding Recipient cannot reach resolution on an issue concerning the use, administration, or payment of funds pursuant to this TAP, Peoples agrees to notify EPA of the dispute and to seek EPA's assistance to resolve it.

To the extent that issues or situations arise that are not specifically addressed by this TAP, Peoples agrees to refer these to EPA for guidance. Peoples and the Funding Recipient must generally interpret and implement all provisions of this Agreement with the spirit and purpose of a TAP.

4. *Execution in Counterparts And By PDF Or Electronic Signature*

This Agreement may be executed in any number of counterparts, and if so executed, shall be effective as against each of the respective parties when that party has executed at least one such counterpart. Execution of this Agreement may be accomplished through the use of PDF or electronic signatures.

5. *Governing Law*

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without giving effect to the conflicts of law provision thereof.

6. *Notice Delivery*

Any notice required or permitted to be given to either party under this agreement shall be deemed to be received by such party (a) three days after deposit in the United States Registered or Certified Mail, Return Receipt Requested, or (b) one business day after deposit with a nationally recognized overnight delivery service for next day delivery, or (c) upon personal delivery, including electronic delivery, to the party to whom addressed, in any case to the parties at the following addresses:

If to Funding Recipient	Dr. Antonio Lopez Executive Director Little Village Environmental Justice Organization 2445 S. Spaulding Ave. Chicago, IL 60623
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alopez@lvejo.org
773-762-6991

If to Peoples:

Naren M. Prasad
Sr. Environmental Engineer
WEC Business Services LLC
200 East Randolph Street, 24th Floor
Chicago, Illinois 60601
nmprasad@integrysgroup.com
312-240-4569

ATTACHMENT A

**TECHNICAL ASSISTANCE PROGRAM (TAP) GRANT FUNDING FROM
THE PEOPLES GAS LIGHT AND COKE COMPANY (PEOPLES) TO
LITTLE VILLAGE ENVIRONMENTAL JUSTICE ORGANIZATION
(FUNDING RECIPIENT)**

FUNDING RECIPIENT QUARTERLY PROGRESS REPORT

Report date	
Report number [sequential starting with 1]	
Report period	
Funding Recipient representative providing this report	

Funding Recipient TAP activities this quarter

Dates [specific dates or ranges of dates as appropriate]	Activities

Grant-funded newsletters, reports, meeting presentation materials and other communications to Funding Recipient members or the local community this quarter

Dates	Type of document or other communication (Attach a copy)

Problems encountered by the Funding Recipient

Dates	Description of problem

Funding Recipient TAP activities anticipated in the next quarter

Estimated dates	Activities

Budget performance status

TAP Maximum Grant Amount	\$50,000
Total amount of TAP reimbursement requests prior to this report	
Grant funds available for this request	
Amount of Grant reimbursement requests this quarter	
Grant funds available following this request	
Estimated Grant reimbursement requests during the next quarter	

ATTACHMENT B

Funding Recipient

Request for Reimbursement from The Peoples Gas Light and Coke Company under Technical Assistance Program Funding

Period from: _____ [month and day] _____ to _____ [month and day] _____

Year: _____

Reimbursement Request No. _____ [Sequential starting with 1] _____

TABLE A			
Technical assistance contractor document review costs			
Activity	No. of hours	Fee/hour	Amount paid
Review USEPA-approved Site Background Report (SBR)			
Review USEPA-approved RI/FS Work Plan			
Review Peoples' monthly progress Reports under the AOC			
Review Site data, evaluations and reports referenced in the SBR or generated during the RI/FS, and related Peoples, USEPA and IEPA correspondence			
Review Peoples' human health and ecological risk assessment scoping memorandum when submitted to USEPA			
Review Peoples' risk assessment, reports and related Peoples', USEPA and IEPA correspondence			
Review Peoples' Treatability Study proposals and results			
Review draft and final RI Report			
Review draft and final FS Report			

Review other Site evaluations, reports or correspondence [specify]			
Participate in Site tours and visits			
Other document reviews [specify]			
Total technical assistance contractor document review costs			

TABLE B			
Costs of communicating Site information to the public			
A. Technical assistance contractor costs relating to communication of Site information			
Activity	No. of hours	Fee/hour	Amount paid
Draft summaries, fact sheets, notices, or other reports regarding RI/FS and risk assessment for distribution to Funding Recipient members and/or the local community			
Participate in meetings with Funding Recipient project managers and grant administrators			
Respond to Funding Recipient member or citizen inquiries, including phone contacts, walk-ins and emails			
Assist in developing agendas for public meetings regarding RI/FS status and findings			
Participate in public meetings and workshops with Funding Recipient members and/or the local community			
Other activities relating to disseminating Site information [specify]			
Subtotal re technical assistance contractor costs relating to communication of Site information			

B. Other public communication costs	
Activity	Amount Paid
Printing and distributing newsletter mailings to Funding Recipient members and the local community	
Newspaper notices	
Notices issued through other media [specify]	
Public meeting and workshop expenses [specify]	
Subtotal re other public communication costs	
Total public communication costs	

TABLE C

Funding Recipient Grant administration costs

Activity	No. of hours	Fee/hour	Amount paid
Preparing and revising proposed project schedule			
Preparing quarterly progress reports for Peoples			
Preparing annual financial reports for Peoples			
Creating and maintaining records of payments to technical assistance contractors) and other expenses for which Funding Recipient requests Grant reimbursement			
Other Grant administration costs [specify]			
Total Funding Recipient Grant administration costs			

TABLE D

Request for Reimbursement Summary

Total costs under Table A	
Total costs under Table B	
Total costs under Table C	
Total costs eligible for reimbursement: sum of costs under Tables A, B and C	
TOTAL FUNDING RECIPIENT REQUEST FOR REIMBURSEMENT	