971558

U.S. ENVIRONMENTAL PROTECTION AGENCY

Assistance Amendment

GRANT NUMBER (FAIN): 00E02452	
MODIFICATION NUMBER: 1	**DATE OF AWARD** 06/28/2019
PROGRAM CODE: V	
TYPE OF ACTION No Cost Amendment	**MAILING DATE** 06/28/2019
PAYMENT METHOD: ASAP	**ACH#** 50043

RECIPIENT TYPE:
Municipal

Send Payment Request to:
Las Vegas Finance Center

RECIPIENT:
City of Chicago
30 N. LaSalle Str., Suite 300
Chicago, IL 60602
EIN: 36-6005820

PAYEE:
City of Chicago
30 N. LaSalle Str., Suite 300
Chicago, IL 60602

PROJECT MANAGER	EPA PROJECT OFFICER	EPA GRANT SPECIALIST
Kimberly Worthington 30 N. LaSalle Str., Suite 1100 Chicago, IL 60602 **E-Mail:** kimberly.worthington@cityofchicago.org **Phone:** 312-744-9139	George Stone 77 West Jackson Blvd., SRS-6J Chicago, IL 60604-3507 **E-Mail:** stone.george@epa.gov **Phone:** 312-886-7517	Robert Young Assistance Section, MA-10J **E-Mail:** young.robert@epa.gov **Phone:** 312-886-6128

PROJECT TITLE AND EXPLANATION OF CHANGES

City of Chicago - Tronox/Streeterville Removal

This Cooperative Agreement provides partial funding in the amount of $10,000,000 to address thorium contamination which exceeds the United States Environmental Protection Agency's cleanup level of 7.1 picocuries/gram for the Lindsay Light II Superfund Site. Within that site, EPA has defined a specific area in the Streeterville part of Chicago as the Streeterville Thorium Investigation Area.

Terms & Conditions (Major); This Change Request updates the Terms and Conditions for the City Of Chicago - Tronox/Streeterville Removal project and adds a reimbursement term and condition to this award. There is no additional funding associated with this change.

Change of Project Officer; This amendment changes the Project Officer to George Stone.

BUDGET PERIOD	PROJECT PERIOD	TOTAL BUDGET PERIOD COST	TOTAL PROJECT PERIOD COST
01/01/2019 - 08/31/2025	01/01/2019 - 08/31/2025	$45,314,301.00	$45,314,301.00

NOTICE OF AWARD

Based on your Application dated 12/20/2018 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards $0. EPA agrees to cost-share 100.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of $10,000,000. 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 Mail Code MA-10J 77 West Jackson Blvd. Chicago, IL 60604-3507	U.S. EPA, Region 5 Superfund & Emergency Management Division 77 West Jackson Blvd., S-6J Chicago, IL 60604-3507

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

Digital signature applied by EPA Award Official Edward Pniak - Grants Management Officer	**DATE** 06/28/2019

EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	$ 10,000,000	$ 0	$ 10,000,000
EPA In-Kind Amount	$ 0	$	$ 0
Unexpended Prior Year Balance	$ 0	$	$ 0
Other Federal Funds	$ 0	$	$ 0
Recipient Contribution	$ 0	$	$ 0
State Contribution	$ 0	$	$ 0
Local Contribution	$ 0	$	$ 0
Other Contribution	$ 0	$	$ 0
Allowable Project Cost	$ 10,000,000	$ 0	$ 10,000,000

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

Budget Summary Page: City of Chicago - Tronox/Streeterville Removal

Table A - Object Class Category (Non-construction)	Total Approved Allowable Budget Period Cost
1. Personnel	$4,034,242
2. Fringe Benefits	$1,657,408
3. Travel	$0
4. Equipment	$380,250
5. Supplies	$771,000
6. Contractual	$38,021,401
7. Construction	$0
8. Other	$450,000
9. Total Direct Charges	$45,314,301
10. Indirect Costs: % Base	$0
11. Total (Share: Recipient 0.00 % Federal 100.00 %.)	$45,314,301
12. Total Approved Assistance Amount	$10,000,000
13. Program Income	$0
14. Total EPA Amount Awarded This Action	$0
15. Total EPA Amount Awarded To Date	$10,000,000

Administrative Conditions

THE FOLLOWING ADMINISTRATIVE TERMS AND CONDITIONS HAVE BEEN UPDATED

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): LVFC-grants@epa.gov and *young.robert@epa.gov*
- MBE/WBE reports (EPA Form 5700-52A): callahan.adrianne@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: ***George Stone - stone.george@epa.gov , Verneta Simon - simon.verneta@epa.gov, Daniel Haag - haag.daniel@epa.gov and Eugene Jablonowski - jablonowski.eugene@epa.gov***
- Payment requests (if applicable): ***George Stone - stone.george@epa.gov , Verneta Simon - simon.verneta@epa.gov, Daniel Haag - haag.daniel@epa.gov and Eugene Jablonowski - jablonowski.eugene@epa.gov***
  Quality Assurance documents, workplan revisions, equipment lists, programmatic reports and deliverables: ***George Stone - stone.george@epa.gov , Verneta Simon - simon.verneta@epa.gov, Daniel Haag - haag.daniel@epa.gov and Eugene Jablonowski - jablonowski.eugene@epa.gov***

C. Disadvantages Business Enterprise (DBEs)

GENERAL COMPLIANCE, 40 CFR, Part 33
The recipient agrees to comply with the requirements of EPA's Disadvantaged Business Enterprise (DBE) Program for procurement activities under assistance agreements, contained in 40 CFR, Part 33.

UTILIZATION OF SMALL, MINORITY AND WOMEN'S BUSINESS ENTERPRISES

MBE/WBE REPORTING, 40 CFR, Part 33, Subpart E

MBE/WBE reporting is required in annual reports. Reporting is required for assistance agreements where there are funds budgeted for procuring construction, equipment, services and supplies, including funds budgeted for direct procurement by the recipient or procurement under subawards or loans in the "Other" category that exceed the threshold amount of $250,000, including amendments and/or modifications.

Based on EPA's review of the planned budget, this award meets the conditions above and is subject to the Disadvantaged Business Enterprise (DBE) Program reporting requirements. However, if recipient believes this award does not meet these conditions, it must provide **[SEE DBE COORDINATOR INFO LISTED BELOW]** with a justification and budget detail within 21 days of the award date clearly

demonstrating that, based on the planned budget, this award is not subject to the DBE reporting requirements.

The recipient agrees to complete and submit a "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements" report (EPA Form 5700-52A) on an annual basis. All procurement actions are reportable, not just that portion which exceeds $250,000.

When completing the annual report, recipients are instructed to check the box titled "annual" in section 1B of the form. For the final report, recipients are instructed to check the box indicated for the "last report" of the project in section 1B of the form. Annual reports are due by October 30th of each year. Final reports are due by October 30th or 90 days after the end of the project period, whichever comes first.

The reporting requirement is based on total procurements. Recipients with expended and/or budgeted funds for procurement are required to report annually whether the planned procurements take place during the reporting period or not. If no budgeted procurements take place during the reporting period, the recipient should check the box in section 5B when completing the form.

MBE/WBE reports should be sent to

Adrianne M. Callahan, Region 5 MBE/WBE Coordinator
USEPA, Acquisition and Assistance Branch
77 West Jackson Boulevard (MC-10J)
Chicago, IL 60604
callahan.adrianne@epa.gov

The current EPA Form 5700-52A can be found at the EPA Office of Small Business Program's Home Page at http://www.epa.gov/osbp/dbe_reporting.htm

This provision represents an approved deviation from the MBE/WBE reporting requirements as described in 40 CFR, Part 33, Section 33.502; however, the other requirements outlined in 40 CFR Part 33 remain in effect, including the Good Faith Effort requirements as described in 40 CFR Part 33 Subpart C, and Fair Share Objectives negotiation as described in 40 CFR Part 33 Subpart D and explained below.

FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D
A recipient must negotiate with the appropriate EPA award official, or his/her designee, fair share objectives for MBE and WBE participation in procurement under the financial assistance agreements.

In accordance with 40 CFR, Section 33.411 some recipients may be exempt from the fair share objectives requirements described in 40 CFR, Part 33, Subpart D. Recipients should work with their DBE coordinator, if they think their organization may qualify for an exemption.

Current Fair Share Objective/Goal
The dollar amount of this assistance agreement or the total dollar amount of all of the recipient's financial assistance agreements in the current federal fiscal year from EPA is $250,000, or more. The **Illinois Environmental Protection Agency** has negotiated the following, applicable MBE/WBE fair share objectives/goals with EPA as follows:

MBE: 5.00%
WBE: 12.00%

Negotiating Fair Share Objectives/Goals
In accordance with 40 CFR, Part 33, Subpart D, established goals/objectives remain in effect for three fiscal years unless there are significant changes to the data supporting the fair share objectives. The recipient is required to follow requirements as outlined in 40 CFR Part 33, Subpart D when renegotiating the fair share objectives/goals.

SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C
Pursuant to 40 CFR, Section 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

(a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.

(b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

(c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

(d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

(e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.

(f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

CONTRACT ADMINISTRATION PROVISIONS, 40 CFR, Section 33.302
The recipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

BIDDERS LIST, 40 CFR, Section 33.501(b) and (c)
Recipients of a Continuing Environmental Program Grant or other annual reporting grant, agree to create and maintain a bidders list. Recipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a

bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.

ALL OTHER ADMINISTRATIVE TERMS AND CONDITIONS REMAIN UNCHANGED

Programmatic Conditions

THE FOLLOWING PROGRAMMATIC TERMS AND CONDITIONS HAVE BEEN UPDATED

B. 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 CAR acknowledges that this Cooperative Agreement has been entered into pursuant to the following authorities and the CAR 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. **Permits and Approvals**: CAR agrees to satisfy all federal, state, and local requirements, including permits and approvals, necessary for implementing activities addressed in this Cooperative Agreement.

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

4. **Budget:** In accordance with 2CFR 200, the CAR agrees that it will notify EPA of problems, delays, or adverse conditions which materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan

5. **Confidentiality of Documents:** The CAR 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 CAR as confidential under applicable federal law. If the CAR 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.

6. **Health and Safety Plan:** Before beginning field work, the CAR must have a health and safety plan in place providing for the protection of on-site personnel and area residents. This plan need not be submitted to EPA, but must be made available to EPA upon request. The CAR'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."

7. **Quality Assurance:** The CAR must comply with the quality assurance requirements described in 2 CFR 200. The CAR must have an EPA approved non-site-specific quality assurance plan in place before beginning field work. The CAR must submit the plan to EPA in adequate time (generally 45

days) for approval to be granted before beginning field work. The quality assurance plan must comply with the requirements regarding split sampling described in section 104(e)(4)(B) of CERCLA, as amended.

8. **Site Access:** To the extent allowable under state law, CAR will provide access to the sites, as well as all right-of-way and easements necessary to complete the response actions. City Of Chicago will provide access to EPA employees and contractors at all reasonable times to the extent allowable under state law. "As provided in CERCLA Section 104(e)(1), the Cooperative Agreement Recipient (CAR) is authorized under this Cooperative Agreement to take actions under CERCLA Sections 104)(e)(3) and 104(e)(4), as amended, for entry, inspection and sampling. These authorities may be exercised only if there is a reasonable basis to believe there may be a release or threat of release of a hazardous substance or pollutant or contaminant. These authorities may be exercised only for the purposes of determining the need for response, or choosing or taking any response actions under CERCLA or enforcing the provisions of CERCLA"

9. **National Historic Preservation Act:** 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 EPA regarding potential applicability of the National Historic Preservation Act and, if applicable, shall assist EPA in complying with any requirements of the Act and implementing regulations.

10. **Electronic Copies of Reports and Attachments:** The CAR is responsible for providing a transferrable electronic copy of the draft report and the approved final report, inclusive of attachments. This is to facilitate public accessibility of this information from our Superfund Documents Management System. Electronic copies may be provided via EPA's Environmental Science Connector or on CD.

11. **Quarterly Reporting**: Quarterly technical performance reports must be submitted within 30 days following the end of each three month period. A final technical performance report must be submitted 90 days after then of the budget and project periods. All technical performance reports must be submitted to the EPA Project Officer and the Technical Contacts.

    Environmental Results – Recipient Performance Reporting: As stated in the Government Performance Results Act (EPA Order 5700.7). The CAR is responsible for reporting outcomes and results accomplished as a part of this cooperative agreement.

    Reporting requirements are specified in 2CFR 200. Each report submitted by the CAR will contain the following:

    - An explanation of work accomplished (outputs and outcomes) established in the reporting period,
    - Reasons, if any, why anticipated outputs/outputs were not met and a description of the corrective measures which are planned.
    - A comparison of the percentage of the project completed to the project schedule, and an explanation of significant discrepancies.
    - A comparison of the estimated funds spent to date to the planned aggregated expenditures and an explanation of significant discrepancies.
    - An estimate of the time and funds needed to complete the work required in the cooperative agreement, a comparison of that estimate to the time and funds remaining, and justification for any increase.
    - Other pertinent information, including, when appropriate, analysis and explanations of cost overruns or high unit costs.

I. Performance and Reporting and Final Performance Report

1. Performance Reports – Content

In accordance with 2 CFR 200.328, the recipient agrees to submit performance reports that include brief information on each of the following areas:

1) A comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement work plan for the period;

2) The reasons why established outputs/outcomes were not met; and

3) Additional pertinent information, including, when appropriate, analysis and explanation of cost overruns or high-unit costs.

Additionally, the recipient agrees to inform EPA as soon as problems, delays, or adverse conditions which will materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan are known.

THE FOLLOWING PROGRAMMATIC TERM AND CONDITION HAS BEEN ADDED

J. Reimbursement Term and Condition for Lindsay Light Cooperative Agreement – City of Chicago

a. 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).

b. **Agreement to Disburse Special Account Funds**. Subject to the terms and conditions set forth in this Cooperative Agreement, EPA agrees to make the Streeterville ROWs payment received pursuant to Paragraph 117 subsection g. of the Settlement Agreement, including Interest Earned there on, available for disbursement to the City of Chicago from the Streeterville ROWs Special Account as partial reimbursement for the performance of work performed in accordance with the EPA approved workplan(s) for this Cooperative Agreement ("Work").

> ***For purposes of Paragraph b, above, "Interest Earned" shall mean interest earned on the Streeterville ROWs Distribution from the date it is received by EPA. "Interest Earned" shall be computed monthly at a rate based on the annual return on investments of the Hazardous Substance Superfund. The applicable rate of interest shall be the rate in effect at the time the interest accrues.***

c. 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 Streeterville ROWs Special Account subject to the conditions set forth in this term and condition.

d. Requests for Disbursement of Special Account Funds. The City of Chicago may periodically, but no more often than monthly, submit to EPA a Cost Summary and Certification, which shall include: (i) a written summary of costs incurred and paid by the City of Chicago for Work performed under this

Cooperative Agreement over a specified period of time; and (ii) the following statement signed by the City of Chicago's comptroller:

"To the best of my knowledge, and after thorough investigation and review of the supporting documentation provided to me by the City of Chicago, I certify that the information contained in or accompanying this submittal 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."

The person signing the above statement shall provide EPA with a list of the documents that he or she reviewed in support of the Cost Summary and Certification, and the City of Chicago shall submit to EPA any additional information requested by EPA for its review and approval of a Cost Summary and Certification.

e. **Recalculation of Costs**. If EPA determines that a Cost Summary and Certification includes a mathematical accounting 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 City of Chicago specifying the EPA's exceptions to the submittal and allow it to submit a revised Cost Summary and Certification. If the City of Chicago 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 3 above.

f. Costs Excluded from Disbursement. Disbursements shall not be made from the Streeterville ROWs Special Account for the following: (i) payments by the City of Chicago to the United States in connection with the Streeterville ROWs, 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 related to site access and/or placement of institutional controls which are necessary for performance of the Work under this Cooperative Agreement; (iii) costs of any response activities that are not approved by EPA pursuant to this Cooperative Agreement(s); (iv) costs related to the litigation, settlement, or development of potential contribution claims by the City of Chicago; (v) internal costs of the City of Chicago 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 under this Cooperative Agreement; (vi) costs incurred by the City of Chicago under this Cooperative Agreement prior to the Effective Date of the Settlement Agreement; and (vii) costs incurred by the City of Chicago in connection with dispute resolution under the Cooperative Agreement or Settlement Agreement.

g. Termination of Special Account Disbursements. EPA's obligation to disburse funds from the Streeterville ROWs Special Account pursuant to the Settlement Agreement and this Cooperative Agreement shall terminate upon EPA's determination that the City of Chicago: (a) has knowingly submitted a materially false or misleading Cost Summary and Certification; and/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 Streeterville ROWs Special Account for a Particular Cost Summary and Certification from the City of Chicago shall also terminate upon EPA's assumption of performance of that particular Work required under the Cooperative Agreement, when such assumption is not challenged by the City of Chicago, or, if challenged, is upheld in EPA's favor pursuant

to any applicable dispute resolution provisions for this Cooperative Agreement.

h. **Recapture of Special Account Disbursements**. Upon the termination of disbursements pursuant to Paragraph g, above, if EPA has previously disbursed funds from the Streeterville ROWs 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 City of Chicago 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 City of Chicago. Within thirty (30) days of receipt of EPA's bill, the City of Chicago 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 deposit all or any portion thereof in the Streeterville ROWs Special Account of the Hazardous Substance Superfund. EPA's determination of where to deposit or how to use the funds shall not be subject to challenge by the City of Chicago.

For 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.

i. Balance of Special Account Funds. After EPA issues its written Certification of Completion of the removal action pursuant to the work plan(s) of this Cooperative Agreement, and after EPA completes all disbursements to the City of Chicago in accordance with this Cooperative Agreement, if any funds remain in the Streeterville ROW Special Account, EPA may transfer such fund first to the Lindsay Light II Special Account and then to the Hazardous Substance Superfund.

j. The City of Chicago shall submit documentation required by the Reimbursement term and condition of this cooperative agreement to the Project Officer (George Stone) and to the Technical Contacts (Verneta Simon, Dan Haag and Eugene Jablonowski) electronically prior to requesting payments for such costs from ASAP. The City of Chicago may request payment for costs it has incurred under this cooperative agreement only after EPA has approved those costs under the Reimbursement term and condition of this cooperative agreement.

k. Dispute Resolution. Disputes under this Cooperative Agreement are subject to 40 C.F.R. Part 31, Subpart F.

ALL OTHER PROGRAMMATIC TERMS AND CONDITIONS REMAIN UNCHANGED