WASHINGTON COUNTY
WISCONSIN

**OFFICE OF COUNTY ATTORNEY**
KIMBERLY A. NASS, COUNTY ATTORNEY
432 EAST WASHINGTON STREET, SUITE 3029
WEST BEND, WISCONSIN 53095-7986
PHONE: 262-335-4374
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CHRISTINE E. OHLIS
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# MEMO

RECEIVED
APR 21 2015
Washington County Clerk

TO: Brenda J. Jaszewski, County Clerk

FROM: Jacqueline Limbach, Office Supervisor

DATE: April 21, 2015

SUBJECT: #15026 – Brownfields Assessment Coalition Memorandum of Agreement Between Washington County and Village of Richfield - (Planning)

Attached please find:

- ☒ Original contract/agreement for safekeeping
- ☐ Amendment to contract/agreement for safekeeping
- ☐ Addendum to contract/agreement for safekeeping
- ☐ Performance/Payment Bonds
- ☐ Insurance Certificate
- ☐ Other: _____

Thank you for your attention to this matter

jml

Attachment(s)

cc/enc: Village of Richfield Administrator

**BROWNFIELDS ASSESSMENT COALITION**
MEMORANDUM OF AGREEMENT BETWEEN THE FOLLOWING PARTIES:

WASHINGTON COUNTY
and
VILLAGE OF RICHFIELD

This Memorandum of Agreement documents the roles and responsibilities of the various parties involved in the Assessment Coalition with regard to EPA Cooperative Agreement No: BF-00E01347-0.

1. On September 19, 2014 the EPA awarded the Cooperative Agreement to the Lead Coalition Member Washington County, Wisconsin. A copy of the Cooperative Agreement is included in Attachment A. The grant period is October 1, 2014 through September 30, 2017. Washington County is responsible to the EPA for management of the cooperative agreement and compliance with the statutes, regulations, and terms and conditions of the award, and ensuring that all members of the coalition are in compliance with the terms and conditions.

2. It is the responsibility of Washington County to provide timely information to the other Coalition Partners regarding the management of the cooperative agreement and any changes that may be made to the cooperative agreement over the period of performance.

3. The Coalition Partners include the City of West Bend, City of Hartford, Village of Jackson, Village of Slinger and Village of Richfield. Washington County and the Coalition Partners have already implemented or completed several key steps that will ensure the successful completion of the project including the creation of the Site Redevelopment Steering Committee (SRC), which is a formal committee responsible for site selection and oversight of the Brownfield Assessment Grant. The contact information is as follows:

   Washington County
   Debora Sielski, Deputy Planning & Parks Administrator
   Project Manager for Assessment Grant
   333 East Washington Street, Suite 2300
   P.O. Box 2003
   West Bend, WI 53095-2003
   262-335-4445

   and

   Village of Richfield
   Jim Healy, Village Administrator
   4128 Hubertus Road
   Hubertus, Wisconsin 53033
   262-628-2260

4. Activities funded through the cooperative agreement are outlined in the EPA approved Implementation Work Plan included in Attachment B and may include inventory preparation, site selection criteria development, assessments, planning (including cleanup planning) relating to brownfield sites, and outreach materials and implementation, and other eligible activities. Washington County has retained Stantec Consulting Services, Inc. as the prime consultant under 40 CFR 31.36 to undertake various activities funded through the cooperative agreement. Vandewalle & Associates and Economic Development Washington County (EDWC) are serving as subconsultants to Stantec Consulting Services, Inc.

   Attachment C, Roles and Responsibilities for Activities to be Performed as Part of U.S. EPA Brownfields Grant Implementation details specific tasks that must be completed by Coalition Partners (City of West Bend, City of Hartford, Village of Slinger, Village of Richfield and Village of Jackson), Washington County, Stantec Consulting Services, Inc., Vandewalle & Associates, and the EDWC. Washington County may work with other Coalition Partners as part of the Brownfield Grant.

5. As part of advancing Washington County's Site Redevelopment Program and coordination of the SRC and Coalition, the County advanced a qualifications based procurement process in 2013 in compliance with 40 CFR 31.36 requirements, in order to obtain the services of a consultant to assist with public meetings, evaluation, and initial scoring and prioritization of sites. Washington County issued a Request for Proposals and the procurement process resulted in six proposals. Two firms were interviewed and based on the interviews and previously submitted qualifications, a contract was executed. Washington County has been in direct contact with Coalition partners throughout 2012, 2013 and early 2014 as part of the initial discussions on partnerships, potential sites, site nomination process, formation of the SRC, prioritization of sites and procurement of a consultant.

6. The Lead Coalition Member, Washington County in consultation with the SRC, Coalition Partners, Stantec Consulting Services, Inc., EDWC and Vandewalle & Associates, will work to develop a site selection process based on agreed upon factors and will ensure that a minimum of five sites are assessed over the life of the cooperative agreement. Selected sites will be submitted to the EPA for prior approval to ensure eligibility. The Implementation Work Plan, Attachment B identifies the number of Phase I ESAs, Phase II ESAs, asbestos/hazardous building material surveys, remedial action plans and site/area-wide reuse/redevelopment sites to be completed for this grant.

7. Upon designation of the specific sites for assessment or remedial/reuse planning, it will be the responsibility of Washington County to work with the coalition member in whose geographic area the site is located to finalize the scope of work for Stantec Consulting Services, Inc. It will be the responsibility of this Coalition partner to obtain all required permits, easements, and/or access agreements as may be necessary to undertake assessments at the selected site. If this member does not have the capacity to perform these activities Washington County may assist in securing necessary site access agreements and permits. As described in Attachment C, Washington County will assist Coalition partners to complete site access agreements.

8. The Lead Coalition Member, Washington County, is responsible for ensuring that other activities as negotiated in the Implementation Work Plan (Attachment B), such as community outreach and involvement, are implemented in accordance with a schedule agreed upon by Washington County and the Coalition partner in whose geographic area the site to be assessed is located.

Agreed:

Mr. Herbert J. Tennies, County Board Chairperson
Washington County
Lead Coalition Member

Date: 4/17/15

Ms. Brenda Jaszewski, County Clerk
Washington County

Date: 4-21-15

Jim Healy, Village Administrator
Village of Richfield
Coalition Partner

Date: 3/24/15

**Attachments:**

**Attachment A** – U.S. EPA Cooperative Agreement BF-00E01347-0

**Attachment B** – Implementation Work Plan, U.S. EPA Grant for Community-Wide Assessment of Hazardous Substances and Petroleum Brownfields

**Attachment C** - Roles and Responsibilities for Activities to be Performed as Part of U.S. EPA Brownfields Grant Implementation

# U.S. ENVIRONMENTAL PROTECTION AGENCY

## Cooperative Agreement

| | |
|---|---|
| **GRANT NUMBER (FAIN):** 00E01347<br>**MODIFICATION NUMBER:** 0<br>**PROGRAM CODE:** BF | **DATE OF AWARD**<br>09/19/2014 |
| **TYPE OF ACTION**<br>New | **MAILING DATE**<br>09/26/2014 |
| **PAYMENT METHOD:**<br>ASAP | **ACH#**<br>pend |

**RECIPIENT TYPE:**
County

**Send Payment Request to:**
Las Vegas Finance Center

**RECIPIENT:**
Washington County
333 E. Washington St., Ste 2300
West Bend, WI 53095-2003
**EIN:** 39-6005754

**PAYEE:**
Washington County
333 E. Washington St., Ste 2300
West Bend, WI 53095-2003

| PROJECT MANAGER | EPA PROJECT OFFICER | EPA GRANT SPECIALIST |
|---|---|---|
| Debora M. Sielski<br>333 E. Washington St., Ste 2300<br>West Bend, WI 53095-2003<br>**E-Mail:** deb.sielski@co.washington.wi.us<br>**Phone:** 262-335-4772 | FRED BARTMAN<br>77 West Jackson Blvd., S-6J<br>Chicago, IL 60604-3507<br>**E-Mail:** Bartman..Fred@epa.gov<br>**Phone:** 312-886-0776 | Robert Fields<br>Assistance Section, MC-10J<br>**E-Mail:** Fields.Robert@epa.gov<br>**Phone:** 312-886-9017 |

**PROJECT TITLE AND DESCRIPTION**
Coalition Assessment for Hazardous Substance & Petroleum

This project provides funding for the County of Washington to conduct community wide assessments at eligible brownfields sites potentially contaminated by hazardous substances. The County will conduct Phase I and Phase II assessments at selected sites, complete cleanup planning, as appropriate, as well as community involvement activities

| BUDGET PERIOD | PROJECT PERIOD | TOTAL BUDGET PERIOD COST | TOTAL PROJECT PERIOD COST |
|---|---|---|---|
| 10/01/2014 - 09/30/2017 | 10/01/2014 - 09/30/2017 | $662,463.00 | $662,463.00 |

## NOTICE OF AWARD

Based on your Application dated 07/08/2014 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards $600,000. EPA agrees to cost-share 89.39% of all approved budget period costs incurred, up to and not exceeding total federal funding of $600,000. 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 statutory provisions. The applicable regulatory provisions are 40 CFR Chapter 1, Subchapter B, and 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<br>Mail Code MCG10J<br>77 West Jackson Blvd.<br>Chicago, IL 60604-3507 | U.S. EPA, Region 5<br>Superfund Division<br>77 West Jackson Blvd. S-6J<br>Chicago, IL 60604-3507 |

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

| | |
|---|---|
| **Digital signature applied by EPA Award Official for** Bruce Sypniewski - Deputy Director Resources Management Division<br>Cheryl Newton - Award Official delegate | **DATE**<br>09/19/2014 |

# EPA Funding Information



| FUNDS | FORMER AWARD | THIS ACTION | AMENDED TOTAL |
|---|---|---|---|
| EPA Amount This Action | $ | | |
| EPA In-Kind Amount | $ | | |
| Unexpended Prior Year Balance | $ | | |
| Other Federal Funds | $ | | |
| Recipient Contribution | $ | | |
| State Contribution | $ | | |
| Local Contribution | $ | | |
| Other Contribution | $ | | |
| Allowable Project Cost | $ 0 | $ 662,463 | $ 662,463 |

| Assistance Program (CFDA) | Statutory Authority | Regulatory Authority |
|---|---|---|
| 66.818 - Brownfields Assessment and Cleanup Cooperative Agreements | CERCLA: Sec. 101(39)<br>CERCLA: Sec. 104(k)(2) | 40 CFR PART 31 |

## Fiscal

| Site Name | Req No | FY | Approp. Code | Budget Organization | PRC | Object Class | Site/Project | Cost Organization | Obligation / Deobligation |
|---|---|---|---|---|---|---|---|---|---|
| WSHTONCTY | 1405STX040 | 14 | E4 | 05F6AG7 | 301D79 | 4114 | G5NZNY00 | - | 300,000 |
| WSHTONCTY | 1405STX040 | 14 | E4 | 05F6AG7 | 301D79XBP | 4114 | G5NZOR00 | - | 300,000 |
| | | | | | | | | | 600,000 |

Budget Summary Page

| Table A - Object Class Category (Non-construction) | Total Approved Allowable Budget Period Cost |
|---|---|
| 1. Personnel | |
| 2. Fringe Benefits | |
| 3. Travel | |
| 4. Equipment | |
| 5. Supplies | |
| 6. Contractual | |
| 7. Construction | |
| 8. Other | |
| 9. Total Direct Charges | |
| 10. Indirect Costs: % Base | |
| 11. Total (Share: Recipient 10.61 % Federal 89.39 %.) | |
| 12. Total Approved Assistance Amount | |
| 13. Program Income | |
| 14. Total EPA Amount Awarded This Action | |
| 15. Total EPA Amount Awarded To Date | |

# Administrative Conditions

## 1. GENERAL TERMS AND CONDITIONS

The recipient agrees to comply with the current EPA general terms and conditions available at: http://www.epa.gov/ogd/tc_jan_2014.pdf. These terms and conditions are in addition to the assurances and certifications made as part of the award and the terms, conditions or restrictions cited below.

The EPA repository for the general terms and conditions by year can be found at: http://www.epa.gov/ogd/tc.htm.

## 2. DBE – PART 30 & 31 RECIPIENTS ACCEPTING GOALS

### UTILIZATION OF SMALL, MINORITY AND WOMEN'S BUSINESS ENTERPRISES

**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.

**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 as 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.

**Accepting the Fair Share Objectives/Goals of Another Recipient**
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 recipient accepts the applicable MBE/WBE fair share objectives/goals negotiated with EPA by the **Wisconsin Department of Natural Resources** as follows:

MBE: CONSTRUCTION 8%; SUPPLIES 8%; SERVICES 8%; EQUIPMENT 8%
WBE: CONSTRUCTION 8%; SUPPLIES 8%; SERVICES 8%; EQUIPMENT 8%

By signing this financial assistance agreement, the recipient is accepting the fair share objectives/goals stated above and attests to the fact that it is purchasing the same or similar construction, supplies, services and equipment, in the same or similar relevant geographic buying market as **Wisconsin Department of Natural Resources**.

**Negotiating Fair Share Objectives/Goals, 40 CFR, Section 33.404**
The recipient has the option to negotiate its own MBE/WBE fair share objectives/goals. If the recipient wishes to negotiate its own MBE/WBE fair share objectives/goals, the recipient agrees to submit proposed MBE/WBE objectives/goals based on an availability analysis, or disparity study, of qualified MBEs and WBEs in their relevant geographic buying market for construction, services, supplies and equipment.

The submission of proposed fair share goals with the supporting analysis or disparity study means that the recipient is **not** accepting the fair share objectives/goals of another recipient. The recipient agrees to submit proposed fair share objectives/goals, together with the supporting availability analysis or disparity study, to the Regional MBE/WBE Coordinator within 120 days of its acceptance of the financial assistance award. EPA will respond to the proposed fair share objective/goals within 30 days of receiving the submission. If proposed fair share objective/goals are not received within the 120 day time frame, the recipient may not expend its EPA funds for procurements until the proposed fair share objective/goals are

submitted.

**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.

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

MBE/WBE reporting is limited to annual reports and only required for assistance agreements where one or more the following conditions are met:

(a) there are any funds budgeted in the contractual, equipment or construction lines of the award;
(b) $3,000 or more is included for supplies; or
(c) there are funds budgeted for subawards or loans in which the expected budget(s) meet the conditions as described in items (a) and (b).

This award meets one or more of the conditions as described above, therefore, 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.

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 within 90 days after the end of the project period, whichever comes first.

The reporting requirement is based on planned procurements. Recipients with funds budgeted for non-supply procurement and/or $3,000 or more in supplies are required to report annually whether the planned procurements take place during the reporting period or not. If no 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**

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 Fair Share Objectives negotiation as described in 40 CFR Part 33 Subpart D.

**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.

**3. UNLIQUIDATED OBLIGATIONS - INTERIM FFR - PART 31 RECIPIENTS**

**Submission of interim Federal Financial Reports**

Pursuant to 40 CFR 31.41(b) and 31.50(b), EPA recipients shall submit an annual Federal Financial Report (SF-425) to EPA no later than 90 calendar days following the end of the reporting quarter.

The following reporting period end dates shall be used for interim reports: 9/30.

At the end of the project, the recipient must submit a final Federal Financial Report to EPA no later than 90 calendar days after the end of the project period. The form is available on the internet at http://www.epa.gov/financial/ .

All FFRs must be submitted to the Las Vegas Finance Center: **USEPA LVFC**
**4220 S. Maryland Pkwy**
**Bldg C, Ste 503**
**Las Vegas, NV 89119**

or by Fax to: 702-798-2423;
or via email at LVFC-Grants@epa.gov.

The LVFC will make adjustments, as necessary, to obligated funds after reviewing and accepting a final Federal Financial Report. Recipients will be notified and instructed by EPA if they must complete any additional forms for the close-out of the assistance agreement.

EPA may take enforcement actions in accordance with 40 CFR 31.43 if the recipient does not comply with this term and condition.

## ***Programmatic Conditions***

1.

**FY 14 - Assessment Terms and Conditions**

Please note that these Terms and Conditions (T&Cs) apply to Brownfields Assessment Grants awarded under CERCLA § 104(k).

## I. GENERAL FEDERAL REQUIREMENTS

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

### A. Federal Policy and Guidance

1. a. Cooperative Agreement Recipients: By awarding this cooperative agreement, EPA has approved the proposal for the Cooperative Agreement Recipient (CAR) submitted in the Fiscal Year 2014 competition for Brownfields assessment cooperative agreements. OPTIONAL - include if the word plan is not approved or conditionally approved: By awarding this cooperative agreement, EPA has not approved/conditionally approved the proposal for the Cooperative Agreement Recipient (CAR) submitted in the Fiscal Year 2014 competition for Brownfields assessment cooperative agreements. The CAR may not expend ("draw down") funds to carry out this agreement until EPA's award official approves the work plan.

b. In implementing this agreement, the CAR shall ensure that work done with cooperative agreement funds complies with the requirements of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) § 104(k). The CAR shall also ensure that assessment activities supported with cooperative agreement funding comply with all applicable Federal and State laws and regulations.

c. The recipient must comply with Federal cross-cutting requirements. These requirements include but are not limited to, MBE/WBE requirements found at 40 CFR Part 33; OSHA Worker Health & Safety Standard 29 CFR 1910.120; the Uniform Relocation Act; National Historic Preservation Act; Endangered Species Act; and Permits required by Section 404 of the Clean Water Act; Executive Order 11246, Equal Employment Opportunity, and implementing regulations at 41 CFR 60-4; Contract Work Hours and Safety Standards Act, as amended (40 USC § 327-333) the Anti Kickback Act (40 USC § 276c) and Section 504 of the Rehabilitation Act of 1973 as implemented by Executive Orders 11914 and 11250.

d. The CAR must comply with Davis-Bacon Act prevailing wage requirements and associated U.S. Department of Labor (DOL) regulations for all construction, alteration and repair contracts and subcontracts awarded with funds provided under this agreement. Activities conducted under assessment grants generally do not involve construction, alteration and repair within the meaning of the Davis-Bacon Act. The recipient must contact EPA's Project Officer if there are unique circumstances (e.g. removal of an underground storage tank or another structure and restoration of the site) which indicate that the Davis-Bacon Act applies to an activity the CAR intends to carry out with funds provided under this agreement. The Agency will provide guidance on Davis-Bacon Act compliance if necessary.

### B. Eligible Brownfields Site Determinations

1. a. The CAR must provide information to EPA about site-specific work prior to incurring any costs under this cooperative agreement for sites that have not already been pre-approved in the CAR's work plan by the EPA. The information that must be provided includes whether or not the site meets the definition of a brownfield site as defined in § 101(39) of CERCLA, whether the CAR is the potentially responsible party under CERCLA 107 and/or has defenses to liability.

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

2. a. For any petroleum contaminated brownfield site that is not included in the CAR's EPA approved work plan, the CAR shall provide sufficient documentation to the EPA prior to incurring costs under this cooperative agreement which includes (see the latest version of EPA's *Proposal Guidelines for Brownfields Assessment Grants* dated September 2011 for discussion of this element) documenting that:

(1) a State has determined that the petroleum site is of relatively low risk, as compared to other petroleum-only sites in the State,
(2) the State determines there is "no viable responsible party" for the site;
(3) the State determines that the person assessing or investigating the site is a person who is not potentially liable for cleaning up the site; and
(4) the site is not subject to any order issued under section 9003(h) of the Solid Waste Disposal Act.

This documentation must be prepared by the CAR or the State following contact and discussion with the appropriate petroleum program official.

b. Documentation must include (1) the identity of the State program official contacted, (2) the State official's telephone number, (3) the date of the contact, and (4) a summary of the discussion relating to the state's determination that the site is of relatively low risk, that there is no viable responsible party and that the person assessing or investigating the site is not potentially liable for cleaning up the site. Other documentation provided by a State to the recipient relevant to any of the determinations by the State must also be provided to the EPA Project Officer.

c. If the State chooses not to make the determinations described in 2.a. above, the CAR must contact the EPA Project Officer and provide the information necessary for EPA to make the requisite determinations.

d. EPA will make all determinations on the eligibility of petroleum-contaminated brownfields sites located on tribal lands (i.e., reservation lands or lands otherwise in Indian country, as defined at 18 U.S.C. 1151). Before incurring costs for these sites, the CAR must contact the EPA Project Officer and provide the information necessary for EPA to make the determinations described in 2.a. above.

## II. GENERAL COOPERATIVE AGREEMENT ADMINISTRATIVE REQUIREMENTS

### A. Term of the Agreement

1. The term of this agreement is three years from the date of award, unless otherwise extended by EPA at the CAR's request.

2. If after 18 months from the date of award, EPA determines that the CAR has not made sufficient progress in implementing its cooperative agreement, the recipient must implement a corrective action plan approved by the EPA PO or EPA may terminate this agreement for material

non-compliance with its terms. For purposes of assessment grants, the recipient demonstrates "sufficient progress" when 35% of funds have been drawn down and obligated to eligible activities; for assessment coalition grants "sufficient progress" is demonstrated when a solicitation for services has been released, sites are prioritized or an inventory has been initiated if necessary, community involvement activities have been initiated and a Memorandum of Agreement (for Assessment Coalitions) is in place.

3. Assessment funding for an eligible brownfield site may not exceed $200,000 unless a waiver has been granted by EPA. Following the granting of a waiver, funding is not to exceed $350,000 at the site.

**B. Substantial Involvement**

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

   a. Substantial involvement by EPA generally includes administrative activities such as monitoring, reviewing project phases, and approving substantive terms included in professional services contracts.

   b. Substantial EPA involvement also includes brownfields property-specific funding determinations described in I.B. under *Eligible Brownfields Site Determinations* above. If the CAR awards a subgrant for site assessment, the CAR must obtain technical assistance from EPA on which sites qualify as a brownfield site and determine whether the statutory prohibition found in section 104(k)(4)(B)(i)(IV) of CERCLA applies. This prohibition precludes the subgrantee from using EPA funds to assess a site for which the subgrantee is potentially liable under § 107 of CERCLA. (See Section II.C.3 for more information on subgrants.)

   c. Substantial EPA involvement may include reviewing financial and environmental status reports; and monitoring all reporting, record-keeping, and other program requirements.

   d. EPA may waive any of the provisions in term and condition II.B.1., with the exception of property-specific funding determinations. EPA will provide waivers in writing.

2. Effect of EPA's substantial involvement includes:

   a. EPA's review of any project phase, document, or cost incurred under this cooperative agreement, will not have any effect upon CERCLA § 128 *Eligible Response Site* determinations or rights, authorities, and actions under CERCLA or any Federal statute.

   b. The CAR remains responsible for ensuring that all assessments are protective of human health and the environment and comply with all applicable Federal and State laws.

   c. The CAR and its subgrantees remain responsible for incurring costs that are allowable under 2 CFR Part 225 (for state, local and tribal governments) as applicable..

**C. Cooperative Agreement Recipient Roles and Responsibilities**

1. The CAR must acquire the services of a qualified environmental professional(s) to coordinate, direct, and oversee the brownfields assessment activities at a particular site, if they do not have such a

professional on staff.

2. The CAR is responsible for ensuring that contractors and subgrant recipients comply with the terms of their agreements with the CAR, and that agreements between the CAR and subgrant recipients and contractors comply with the terms and conditions of this agreement.

3. Subgrants are defined at 40 CFR 31.36. The CAR may not subgrant to for-profit organizations. The CAR must obtain commercial services and products necessary to carry out this agreement under competitive procurement procedures as described in 40 CFR 31.36. In addition, EPA policy encourages awarding subgrants competitively and the CAR must consider awarding subgrants through competition.

4. The CAR is responsible for assuring that EPA's Brownfields Assessment Grant funding received under this grant, or in combination with any other previously awarded Brownfields Assessment grant does not exceed the $200,000 assessment grant funding limitation for an individual brownfield site. Waiver of this funding limit for a brownfields site must be approved by EPA prior to the expenditure of funding exceeding $200,000. In no case may EPA funding exceed $350,000 on a site receiving a waiver.

5. CARs expending funding from a community-wide assessment grant on a particular site must include such funding amount in any total funding expended on the site.

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

**D. Quarterly Progress Reports**

1. The CAR must submit progress reports on a quarterly basis to the EPA Project Officer. Quarterly progress reports must include:
    a. Summary of approved activities performed during the reporting quarter, summary of the performance outputs/outcomes achieved during the reporting quarter, a description of problems encountered during the reporting quarter that may affect the project schedule and a discussion of meeting the performance outputs/outcomes.
    b. An update on project schedules and milestones.
    c. A list of the properties where assessment activities were performed and/or completed during the reporting quarter.
    d. A budget recap summary table with the following information: current approved project budget; costs incurred during the reporting quarter; costs incurred to date (cumulative expenditures); and total remaining funds.

2. The CAR must maintain records that will enable it to report to EPA on the amount of funds expended on specific properties under this cooperative agreement.

3. In accordance with 40 CFR 31.40(d), the CAR agrees to inform EPA as soon as problems, delays, or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified in the approved work plan.

**E. Property Profile Submission**

1. The CAR must report on interim progress (i.e., assessment started) and any final accomplishments (i.e., assessment completed, cleanup required, contaminants, Institution Controls, Engineering Controls) by completing and submitting relevant portions of the Property Profile Form using the Brownfields Program on-line reporting system, known as Assessment, Cleanup and Redevelopment Exchange System (ACRES). The CAR must enter the data in ACRES as soon as the interim action or final accomplishment has occurred, or within 30 days after the end of each reporting quarter. EPA will provide the CAR with training prior to obtaining access to ACRES. The training is required to obtain access to ACRES. The CAR must utilize the ACRES system unless approval is obtained from the regional Project Officer to utilize the Property Profile Form.

**F. Final Report**

1. The CAR must submit a final report at the end of the period of performance in order to finalize the closeout of the grant. This final report must capture the site names, what work was done at each site and how much was spent at each site. It should also provide information that documents the outreach efforts done by the CAR and other activities that help explain where the funding was utilized.

## III. FINANCIAL ADMINISTRATION REQUIREMENTS

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

1. To the extent allowable under the work plan, cooperative agreement funds may be used for eligible programmatic expenses to inventory, characterize, assess, and conduct planning and outreach. Eligible programmatic expenses include activities described in Section IV of these Terms and Conditions. In addition, such eligible programmatic expenses may include:

a. Determining whether assessment activities at a particular site are authorized by CERCLA § 104(k);

b. Ensuring that an assessment complies with applicable requirements under Federal and State laws, as required by CERCLA § 104(k);

c. Using a portion of the grant to purchase environmental insurance for the characterization or assessment of the site. Funds may not be used to purchase insurance intended to provide coverage for any of the Ineligible Uses under Section III.B.

d. Any other eligible programmatic costs including direct costs incurred by the recipient in reporting to EPA; procuring and managing contracts; awarding and managing subgrants to the extent allowable under III. B. 2.; and carrying out community involvement pertaining to the assessment activities.

2. ***Local Governments only.*** *No more than 10% of the funds awarded by this agreement may be used for brownfield program development and implementation (including monitoring of health and institutional controls) as described in Task ___ of the EPA approved work plan. The CAR must maintain records on funds that will be used to carry out Task __ of its EPA approved work plan to ensure compliance with this requirement.*

**B. Ineligible Uses of the Funds for the Cooperative Agreement Recipient**

1. Cooperative agreement funds shall <u>not</u> be used by the CAR for any of the following activities:

a. Cleanup activities;

b. Development activities that are not brownfields assessment activities (e.g., construction of a new facility);

c. Job training unrelated to performing a specific assessment at a site covered by the grant;

d. To pay for a penalty or fine;

e. To pay a federal cost share requirement (for example, a cost-share required by another Federal grant) unless there is specific statutory authority;

f. To pay for a response cost at a brownfields site for which the recipient of the grant or subgrant is potentially liable under CERCLA § 107;

g. To pay a cost of compliance with any federal law, excluding the cost of compliance with laws applicable to the assessment; and

h. Unallowable costs (e.g., lobbying and fund raising) under 2 CFR Part 225 for state, local and tribal governments, as applicable. .

2. Under CERCLA § 104(k)(4)(B), administrative costs are prohibited costs under this agreement. Prohibited administrative costs include all indirect costs under 2 CFR Part 225 for state, local and tribal governments, as applicable..

a. Ineligible administrative costs include costs incurred in the form of salaries, benefits, contractual costs, supplies, and data processing charges, incurred to comply with most provisions of the *Uniform Administrative Requirements for Grants* contained in 40 CFR Part 31. Direct costs for grant administration, with the exception of costs specifically identified as eligible programmatic costs, are ineligible even if the grant recipient is required to carry out the activity under the grant agreement.

b. Ineligible grant administration costs include direct costs for:

(1) Preparation of applications for brownfields grants;

(2) Record retention required under 40 CFR 31.42;

(3) Record-keeping associated with supplies and equipment purchases required under 40 CFR 31.32 and 31.33;

(4) Preparing revisions and changes in the budgets, scopes of work, program plans and other activities required under 40 CFR 31.30;

(5) Maintaining and operating financial management systems required under 40 CFR 31;

(6) Preparing payment requests and handling payments under 40 CFR 31.21;

(7) Non-federal audits required under 40 CFR 31.26 and OMB Circular A-133; and

(8) Close out under 40 CFR 31.50.

3. Cooperative agreement funds may not be used for any of the following properties:

a. Facilities listed, or proposed for listing, on the National Priorities List (NPL);

b. Facilities subject to unilateral administrative orders, court orders, administrative orders on consent or judicial consent decree issued to or entered by parties under CERCLA;

c. Facilities that are subject to the jurisdiction, custody or control of the United States government except for land held in trust by the United States government for an Indian tribe; or

d. A site excluded from the definition of a brownfields site for which EPA has not made a property-specific funding determination.

**C. Interest -Bearing Accounts and Program Income**

1. In accordance with 40 CFR 31.25(g)(2), the CAR is authorized to add program income to the funds awarded by the EPA and use the program income under the same terms and conditions of this agreement. Program income for the assessment CAR shall be defined as the gross income received by the recipient, directly generated by the cooperative agreement award or earned during the period of the award. Program income includes, but is not limited to, fees charged for conducting assessment, site characterization, clean up planning or other activities when the costs for the activity is charged to this agreement.

2. The CAR must deposit advances of grant funds and program income (i.e. fees) in an interest bearing account.

a. For interest earned on advances, CARs are subject to the provisions of 40 CFR §31.21(i) to remitting interest on advances to EPA on a quarterly basis.

b. Interest earned on program income is considered additional program income.

c. The CAR must disburse program income (including interest earned on program income) before requesting additional payments from EPA as required by 40 CFR 31.21(f).

## IV. ASSESSMENT ENVIRONMENTAL REQUIREMENTS

**A. Authorized Assessment Activities**

1. Prior to conducting or engaging in any on-site activity with the potential to impact historic properties (such as invasive sampling), 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.

**B. Quality Assurance (QA) Requirements**

1. When environmental data are collected as part of the brownfields assessment, the CAR shall comply with 40 CFR Part 31.45 requirements to develop and implement quality assurance practices sufficient to produce data adequate to meet project objectives and to minimize data loss.
State law may impose additional QA requirements.

**C. Completion of Assessment Activities**

1. The CAR shall properly document the completion of all activities described in the EPA approved work plan. This must be done through a final report or letter from a qualified environmental professional, or other documentation provided by a State or Tribe that shows assessments are complete.

**D. All Appropriate Inquiry**

1. As required by CERCLA § 104(k)(2)(B)(ii) and CERCLA § 101(35)(B), the CAR shall ensure that a Phase I site characterization and assessment carried out under this agreement will be performed in accordance with EPA's standard for all appropriate inquiries. The CAR shall utilize the practices in ASTM standard E1527-13 "Standard Practices for Environmental Site Assessment: Phase I Environmental Site Assessment Process," or EPA's All Appropriate Inquiries Final Rule "All Appropriate Inquiries Rule: Reporting Requirements Checklist for Assessment Grant Recipients", (Publication Number: EPA 560-R-11-030). This does not preclude the use of grant funds for additional site characterization and assessment activities that may be necessary to characterize the environmental impacts at the site or to comply with applicable State standards.

2. All Appropriate Inquiries (AAI) final reports produced with funding from this agreement must comply with 40 C.F.R. Part 312 and must, at a minimum, include the information below. All AAI reports submitted to EPA Project Officers as deliverables under this agreement must be accompanied by a completed "Reporting Requirements Checklist" that EPA's Project Officer will provide to the recipient. The checklist also is available to grantees on the EPA website at www.epa.gov/brownfields.

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

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

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

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

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

   **Note: Please use either "I" or "We."**

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

3. EPA may review checklists and AAI final reports for compliance with the AAI regulation

documentation requirements at 40 CFR part 312 (or comparable requirements for those using ASTM Standard 1527-05). Any deficiencies identified during an EPA review of these documents must be corrected by the recipient within 30 days of notification. Failure to correct any identified deficiencies may result in EPA disallowing the costs for the entire AAI report as authorized by 40 CFR 31.43(a)(2). If a recipient willfully fails to correct the deficiencies the Agency may consider other available remedies under 40 CFR 31.43 and 2 CFR Part 180.

## V. Conflict of interest: Appearance of lack of Impartiality

### A. Conflict of Interest

1. The CAR shall establish and enforce conflict of interest provisions that prevent the award of subgrants that create real or apparent personal conflicts of interest, or the CAR's appearance of lack of impartiality. Such situations include, but are not limited to, situations in which an employee, official, consultant, contractor, or other individual associated with the CAR (affected party) approves or administers a grant or subgrant to a subgrant recipient in which the affected party has a financial or other interest. Such a conflict of interest or appearance of lack of impartiality may arise when:

(i) The affected party,

(ii) Any member of his immediate family,

(iii) His or her partner, or

(iv) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the subgrant recipient.

Affected employees will neither solicit nor accept gratuities, favors, or anything of monetary value from subgrant recipients. Recipients may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards of conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by affected parties.

## VI. PAYMENT AND CLOSEOUT

### A. Payment Schedule

**DRAFT Assessment T&C 5/20/05**

1. The CAR may request payment from EPA pursuant to 40 CFR §31.21(c)..

### B. Schedule for Close-out

1. Close-out will be conducted in accordance with 40 CFR 31.50. EPA will close out the award when it determines that all applicable administrative actions and all required work of the grant have been completed.

2. The CAR, within 90 days after the expiration or termination of the grant, must submit all financial, performance, and other reports required as a condition of the grant.

a. The CAR must submit the following documentation:

1. The Final Report as described in II.F.

2. A Final Federal Financial Report (FFR - SF425). Submitted to:

US EPA, Las Vegas Finance Center
4220 S. Maryland Pkwy, Bld C, Rm 503
Las Vegas, NV 89119
Fax: (702) 798-2423
http://www.epa.gov/ocfo/finservices/payinfo.html

3. A Final MBE/WBE Report (EPA Form 5700-52A). Submitted to the regional office.

b. The CAR must ensure that all appropriate data has been entered into ACRES or all Property Profile Forms are submitted to the Region.

The grantee must immediately refund to the Federal agency any balance of unobligated (unencumbered) cash advanced that is not authorized to be retained for use on other grants.

**2. 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 grantee 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.

**3. ENVIRONMENTAL RESULTS - RECIPIENT PERFORMANCE REPORTING**

**Recipients subject to 40 C.F.R. Part 31 (other than recipients of State or Tribal Program grants under 40 C.F.R. Parts 35 Subparts A or B)**

Performance Reports:

In accordance with 40 C.F.R. §31.40, 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 workplan for the period; 2) the reasons for slippage if established outputs/outcomes were not met; and 3) additional pertinent information, including, when appropriate, analysis and information of cost overruns or high unit costs.

In accordance with 40 C.F.R. § 31.40 (d), the recipient agrees to inform EPA as soon as problems, delays or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan.

**4. GEOSPATIAL DATA STANDARDS**

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

**5. VOLUNTARY COST-SHARE OR OVERMATCH**

This award and the resulting federal funding of **$600,000** is based on estimated costs requested in the recipient's application dated July 08, 2014. Included in these costs is a voluntary cost-share contribution of $62,463 by the recipient in the form of a voluntary cost-share or overmatch (providing more than any minimum required cost-share ) that the recipient included in its proposal dated July 08, 2014. The recipient must provide this voluntary cost-share contribution during performance of this award unless the EPA agrees otherwise in a modification to this agreement. While actual total costs may differ from the

estimates in the recipient's application, EPA's participation shall not exceed the total amount of federal funds awarded.

If the recipient fails to provide the voluntary cost-share contribution during the period of award performance, and does not provide a satisfactory explanation, the Agency may consider this factor in evaluating future proposals from the recipient. In addition, if the voluntary cost-share contribution does not materialize during the period of award performance then EPA may reconsider the legitimacy of the award; if EPA determines that the recipient knowingly or recklessly provided inaccurate information regarding the voluntary cost-share or overmatch the recipient described in its proposal dated **July 08, 2014** EPA may take action as authorized by 40 CFR Parts 30 or 31 and/or 2 CFR Part 180 as applicable.

**IMPLEMENTATION WORK PLAN**
**United States Environmental Protection Agency Grant**
**for Community-Wide Assessment of Hazardous Substance and Petroleum Brownfields**
**Washington County, Wisconsin Assessment Coalition**

| | |
|---|---|
| Grant Recipient: | Washington County, Wisconsin<br>333. E. Washington St., Suite 2300<br>P.O. Box 2003<br>West Bend, WI 53095-2003 |
| Project Contact: | Debora M Sielski<br>Deputy Planning and Parks Administrator<br>Washington Co. Planning and Parks Dept.<br>Telephone: 363-335-4445 Fax: 262-335-6868<br>E-mail: deb.sielski@co.washington.wi.us |
| Project Period: | October 1, 2014 – September 30, 2017 (3 Years) |
| CFDA: | 66.818; The Small Business Liability Relief and Brownfields Revitalization Act |
| RFP: | EPA-OSWER-OBLR-13-05: Request for Proposals for Brownfields Assessment Grants |

This project supports:

**Environmental Results Goal 3:** Cleaning up communities, advance sustainable development, and protect disproportionately impacted low-income, minority and tribal communities. Prevent releases of harmful substances and cleanup and restore contaminated areas.

**Objective 3.1:** Promote Sustainable and Livable Communities.

## 1.0 PROJECT

Washington County, Wisconsin was awarded grants for community-wide assessment of petroleum and hazardous substance brownfields. The funds will be used to inventory, prioritize and assess brownfield properties, and perform brownfield area-wide planning within the County. The County intends to achieve these goals by bringing together all available resources to create and prioritize a comprehensive inventory of potential impacted brownfield properties in conjunction with assessment and planning activities to encourage revitalization and reuse of brownfield sites.

## 2.0 INTRODUCTION AND PROPOSED OUTPUTS AND OUTCOMES

The Small Business Liability Relief and Brownfields Revitalization Act was signed into law on January 11, 2002. The Act amends the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), as amended, by adding Section 104(k). Section 104(k) authorizes the U.S. Environmental Protection Agency (EPA) to provide funding to eligible

entities to inventory, characterize, assess, conduct cleanup and reuse planning, remediate, or capitalize revolving loan funds to remediate eligible brownfields sites. Entities are selected from proposals prepared in accordance with the "Proposal Guidelines for Brownfield Assessment, Revolving Loan Fund, and Cleanup Grants," and submitted in a national competition. Washington County, Wisconsin (the County), as a general purpose unit of local government, was selected for Assessment funding in the FY 2014 Competition. The County applied as the lead applicant for an Assessment Coalition that also included the City of Hartford, Village of Jackson, Village of Richfield, Village of Slinger, and City of West Bend.

The target area for funding initially will be five high priority brownfield sites or areas that were identified by the five city/village coalition members as part of the inventory and prioritization completed in 2013. All of the sites are located within the oldest portions of each urban area (several with development dating to the mid-1800s). The target areas in four of the communities are coincident or adjacent to some of the oldest residential neighborhoods, and areas that now contain the greatest concentrations of residents who are economically distressed, or minorities or members of other sensitive population groups.

As part of developing the Coalition for this proposal, meetings were held with representatives of 12 municipalities (which included the 7 largest cities or villages, and 5 of the townships). In order to better develop an initial scope for the project, each of the local governments was asked to nominate brownfield sites or areas for consideration for possible future assessment. Nominations were obtained from five communities, each of which subsequently committed to participating in the Coalition. An initial prioritization process was used to evaluate 13 nominated target sites or areas that included 47 parcels. At the final stage of this process, each of the Coalition members selected the site or area that was their highest priority in need of assessment based on site selection criteria. Assessment needs for these sites are expected to utilize approximately one-third of the grant funds. Additional sites will be selected following the comprehensive inventory and prioritization, which will provide opportunity for participation by all communities in the County that may have assessment needs not identified as part of the outreach conducted in 2013. Initial target sites include WB Place, a 3.8-acre parcel in the City of Hartford that has been in use as a tannery since the 1840s, former Praefke Brake Manufacturing in the City of West Bend which dates back to the 1920s, the Center Street Redevelopment Area which includes 10 parcels within the historic center of the Village of Jackson, the historic Hwy 175/Village of Richfield Area which includes 12 parcels bordering State Hwy 175 and the former railroad right-of-way for the Chicago, Milwaukee, St. Paul and Pacific railroad, and the former Niphos Coating facility in the Village of Slinger which was subject to an emergency removal action by the EPA to address more than 8,800 gallons of hazardous chemicals that were abandoned in the building.

The goals of the project to be funded by this cooperative agreement are to: (a) complete a community-wide inventory and prioritization of brownfields sites within the County, (b) perform Phase I and Phase II environmental site assessments (ESAs) on priority brownfields sites, (c) complete additional site investigation and remedial action plan development for select sites for which Phase II ESAs are completed, (d) perform community outreach and education related to brownfields, and (e) better connect potential business and other end-users with brownfield sites that can be a focus for redevelopment and reuse . The County looks forward to working with the Coalition partners, WDNR, USEPA, the County Health Department, Economic Development Washington County and other project partners, community-based organizations and stakeholders towards a shared goal of improving economic and environmental conditions, and building a better and more sustainable future for the residents of Washington County.

Progress towards achieving outcomes and outputs will be reported to U.S. EPA via the quarterly progress reports and the Assessment, Cleanup and Redevelopment Exchange System (ACRES).

## 3.0 MANAGEMENT AND COORDINATION

The County and the other Coalition members have already implemented or completed several key steps that will ensure not only the successful completion of the Project within three years, but the achievement of the desired revitalization outcomes. These steps include the creation of the Site Revitalization Committee (SRC), which is a formal committee authorized by the full County Board of Supervisors, and subject to all public meeting, public records, and other requirements. The SRC is a legal entity with specific responsibilities in terms of site selection and oversight of this or other grants and includes elected officials and municipal administrative and planning staff which ensures that the Program from its inception has the support of elected officials who will be responsible for approving funding for additional public expenditures needed to move most priority sites beyond assessment to successful redevelopment and reuse.

Debora M. Sielski, Deputy Planning and Parks Administrator, Washington County Planning and Parks Department, will manage the grants on behalf of the County. She will be responsible for implementing grant funded activities in accordance with the approved Work Plan. Ms. Sielski will also approve all contracts and reports; coordinate SRC and T/CAS meetings; secure assistance from other County staff as needed, as well as manage project finances.

**Project Manager Profile:**

Ms. Sielski has more than 20 years of professional experience in public administration, urban and regional planning and landscape architecture, of which the last 16 years have been with Washington County. She holds a Master's Degree in Urban Planning as well as a Bachelor's Degree in Landscape Architecture. She is currently responsible for all planning work at the County including managing the development, coordination, collaboration, and public outreach involved with leading numerous partnerships involving all local governments throughout the County, including the Multi-jurisdictional Comprehensive Plan for Washington County: 2035, the Farmland Preservation Plan, and the Park and Open Space Plan Initiatives. She has extensive experience in grant writing and administration, public administration, urban planning, statistical analysis, technical writing, public speaking, project management, intergovernmental collaboration, public participation, stakeholder engagement, and park acquisition, design and development.

## 4.0 PROJECT DESCRIPTION

The schedule for the projects as outlined below assumes that the Cooperative Agreement (CA) with the U.S. EPA will be formally executed by October 1, 2014.

### 4.1 TASK 0 – Programmatic Activities

Management of the CA will be the responsibility of the County's Project Manager. This task includes preparing grant progress reports, and general communications about the CA to EPA.
As part of advancing the County's Site Revitalization Program and coordination of the SRC and Coalition, the County advanced a qualifications based procurement process meeting the requirements of CFR 31.36, in order to obtain the services of a consultant to assist with public meetings, evaluation, and initial scoring and prioritization of sites. The procurement process

resulted in six proposals. Three firms were interviewed, and based on the interviews and previously submitted qualifications, a contract was executed. As part of grant implementation, the County will submit documentation associated with this procurement process.

**Table 1: Activities/Deliverables for Task 0**

| Activities/Responsible Party | Deliverables | Status or Target Completion Date |
|---|---|---|
| Issue request for qualifications (RFQ) and proposal for professional services from environmental consulting firms *(Project Manager)* | Copy of RFQ | Completed in 2013 |
| Receive proposals from consulting firms *(Project Manager)* | Listing of proposals received from consulting firms | Completed in 2013 |
| Review statements of qualifications and select consultants *(Project Manager and appropriate County Staff)* | Notice of selected environmental consulting firm | Completed in 2013 |
| Contract with Environmental Consultant *(Washington County)* | Execute Contract (Task Order for Grant Implementation) | In progress |
| Oversee site/project activities of environmental consultant[1] *(Project Manager)* | Routine correspondence with consultants, review of monthly invoices and processing payments | Ongoing |
| Prepare and review required reports and other correspondence with EPA Project Officer *(Project Manager)* | Quarterly reports, updates to ACRES database, annual audit reports, final reports, other correspondence | Ongoing[2] |

1 Project Oversight includes managing the consultant activities, reviewing Phase I and II ESAs, Site Investigation Reports and Remedial Action Plans.

2 Quarterly reports for quarters ending October 31, January 31, April 30, and July 31 of each year will be prepared within 30 days of the end of each quarter. The quarterly reports will describe cumulative progress on each defined task in this work plan. The annual financial report and the annual DBE report will be prepared in October of each year. The selected environmental consultant will be assisting the Project Manager with the quarterly and annual reporting requirements as needed.

## 4.2 TASK 1 – Brownfields Inventory and Site Prioritization

A. Brownfield Inventory

The County will work with a qualified consulting team to prepare the brownfield inventory during which sites will undergo inventory, prioritization, and selection for environmental assessment. Environmental database information will be utilized as well as information from Sanborn fire insurance maps, city directory records, tax delinquencies, and building code violations. The team will evaluate the redevelopment potential of sites based on criteria such as the presence of tax incremental finance districts, proximity to transportation infrastructure, potential for eliminating blight, ownership and access status, and discussions with local developers. For community ranking, the team will kick off a public outreach process incorporated into a regularly scheduled SRC meeting. The rankings (environmental hazards, redevelopment potential, and community priority) will be combined for each site to produce a final site rankings list to guide future decision-making and the next steps in the grant process. As part of the inventory, the County will acquired digital copies of approximately 73 historic Sanborn fire insurance maps that are available for various communities in the County. The maps will be integrated into the County's GIS and used to identify potential brownfield sites as well as to obtain information on historic land uses for other sites identified as part of the inventory.

B. Prioritize and Screen Sites and Determine Site Eligibility

The initial prioritization of sites completed by the SRC in 2013 utilized six general prioritization factors to develop an overall site "score." These factors included (1) the presence of known or suspected environmental contamination and magnitude of known or potential threats to public health or the environment, (2) the redevelopment potential and marketability of the site, (3) community goals and the extent to which redevelopment or reuse of the site could further previously identified community goals or plans, (4) quality of life factors (including the potential to eliminate blight and enhance community livability), (5) ability to obtain access for required assessment activities, and (6) environmental justice considerations (the extent to which the site was having a disproportionate impact on sensitive or at-risk populations). The scoring was narrowed down to 13 redevelopment areas identified by the five local governments as high priority based on these and other local considerations. Each Coalition member selected their highest priority site or area based on these factors.

It is anticipated that up to one-third of requested funding will be utilized to perform assessment or reuse planning activities on these initial priority sites. Subsequent selection and prioritization of sites will be subject to input and approval from the full SRC. The comprehensive inventory and prioritization of sites to be completed as part of Task 1 in conjunction with public outreach activities in Task 4 will ensure that there is opportunity for further input from area residents and other stakeholders both in the nomination of sites and in their prioritization.

C. Execute Property Access Agreements

The process for securing access will vary depending on whether sites are currently owned by local governments versus private parties, whether sites are currently tax delinquent, and whether sites are subject to specific development proposals or sales agreements at the time of assessment. In all instances, it is anticipated that the local governments within which the site(s) are located will have primary responsibility for securing access. This is in recognition that those officials will have the best understanding of access challenges, and will choose to nominate sites for which securing access is a process versus a hope or impossibility. All of the Coalition members have experience negotiating access for these types of sites. For sites that are tax delinquent (such as the former Niphos Coatings site in Slinger), the County has the ability under Wisconsin law to obtain an environmental inspection warrant that can be used to secure access for testing in circumstances where the current property owner is unwilling to provide access. However, the preferred option for all sites (including those that are tax delinquent) will be to secure the willing and legal consent of the property owner through the execution of an access agreement.

**Table 2: Activities/Deliverables for Task 1**

| Activities/Responsible Party | Deliverables: | Status or Target Completion Date |
|---|---|---|
| Complete Brownfields Inventory (Consultant, County Staff) | Creation of Brownfields GIS Database | Ongoing |
| Prioritize Sites for Assessment and Screen Sites (Consultant, County Staff, SRC) | Creation of GIS Feature Class | Ongoing |
| Prepare Site and Property Owner Eligibility Determination Request Forms (Consultant, County Staff) | Site and Property Owner Eligibility Determination Request Forms | Ongoing |
| Obtain WDNR/EPA Eligibility Letters (Consultant, Project Manager) | WDNR/EPA Eligibility Letters | Ongoing |
| Execute Property Access Agreements (Individual Coalition Members in which Sites are Located) | Copies of Property Access Agreements | Ongoing |

### 4.3 TASK 2 - Conduct Phase I Environmental Site Assessments (ESAs)

Under the direction of the County, the environmental consulting firm will complete Phase I ESAs at 24 sites. Prior to performing Phase I ESAs, eligibility determination request forms will be prepared and submitted to EPA (for hazardous substance brownfields) or WDNR (for petroleum brownfields) for approval. Upon confirmation of eligibility, Phase I ESAs will be completed in accordance with the All Appropriate Inquiries Final Rule and the standards set forth in the ASTM E1527-13 Phase I Environmental Site Assessment Process.

**Table 3: Activities/Deliverables for Task 2**

| Activities/Responsible Party | Deliverables: | Status or Target Completion Date |
|---|---|---|
| Conduct Phase I ESAs (Consultant) | Phase I ESA reports | Ongoing |

### 4.4 TASK 3 - Conduct Phase II ESAs, Site Investigations, and Remedial/Reuse Planning Activities

On sites that meet the site-specific eligibility requirements, and are approved for use of EPA funds, by the EPA (hazardous substance brownfields) and/or WDNR (petroleum brownfields), the County may use the assessment funds to conduct Phase II ESAs, site investigations, remedial planning and other brownfield reuse planning activities. Phase II site investigation activities are likely to include soil and groundwater sampling and may include magnetometer surveys, trenching to confirm anomalies, asbestos surveys and sampling for other hazardous building materials. Additional field services provided by EPA may include geophysical characterization, such as ground penetrating radar or electro-magnetic surveys. Greener and Sustainable Remediation principles will be incorporated into project tasks using the ASTM Greener Cleanup Standard Guide. It is anticipated that the scope of work and deliverables for this task to be completed by the environmental consulting firm will include:

- Preparation of one (1) QAPP;
- Preparation of approximately eight (8) site-specific sampling and analysis plans (SAPs) and health and safety plans (HASPs);
- Completion of approximately eleven (11) Phase II ESAs;
- Completion of four (4) asbestos and hazardous materials pre-demolition or renovation surveys;
- Preparation of eight (8) remedial action options reports (ROARs) and/ or remedial action plans (RAPs)
- Completion of two (2) brownfields area-wide reuse plans.

**Table 4: Activities/Deliverables for Task 3**

| Activities/Responsible Party | Deliverables: | Status or Target Completion Date |
|---|---|---|
| Prepare a QAPP (Consultant) | QAPP | Fall/Early Winter 2014 |
| Prepare SAPs for each site (Consultant) | SAPs | Ongoing |
| Prepare OSHA-compliant HASPs for each site (Consultant) | HASPs | Ongoing |
| Conduct Phase II ESAs (Consultant) | Phase II ESA Reports | Ongoing |

| Activities/Responsible Party | Deliverables: | Status or Target Completion Date |
|---|---|---|
| Complete Asbestos and Hazardous Building Material Surveys and Sampling | Asbestos Survey Reports; Pre-Demolition/Renovation Survey Reports | Ongoing |
| Prepare Remedial Action Option Reports (RAORs) and Remedial Action Plans (RAPs) (Consultant) | RAORs and RAPs | Ongoing |
| Complete brownfields area-wide reuse plans (AWPs) (Consultant, County Staff, Coalition Member Staff) | Brownfields AWPs | Ongoing |

### 4.5 TASK 4 - Community Outreach and Involvement

Since 2010, the County has proactively involved Washington County communities in development and advancement of a brownfields-focused Site Revitalization Program (Program). To lead this effort, in early 2013, the County established a Site Revitalization Committee (SRC) to guide and advance brownfield redevelopment, community outreach and involvement, reuse planning and site assessment. The ten representatives on the SRC (www.co.washington.wi.us\SRP) include two County Board Supervisors (Raymond Heidtke, Town of Jackson Chairperson and County Board Supervisor; Paul Ustruck, County Board Supervisor, representing Co. Executive Committee), the current administrators from four of the Coalition members (T.J. Justice, City of West Bend; John Walther, Village of Jackson; Jessi Balcom, Village of Slinger; and Jim Healy, Village of Richfield), the City Planner (Justin Drew) for the City of Hartford, the Coordinator for County's Workforce Development Center (Lisa Maylen), the Executive Director of the County's lead economic development organization (Christian Tscheschlok, Economic Development Washington County), and a commercial real estate professional (Curt Pizen, NAI MLG).

The Coalition plans to convene the SRC on at least a bi-monthly basis, with the public meetings widely promoted. In addition to SRC meetings, the County will hold public meetings annually, inviting residents and other stakeholders to participate in the site selection process, cleanup decisions, and reuse planning performed as part of the grant-funded Project. To provide additional technical expertise as well as outreach to community organizations, a Technical/Community Advisory Subcommittee (T/CAS) with representatives from community-based organizations, the Washington County Health Department, and other stakeholder groups, is being formed. The T/CAS will provide input to the SRC, and provide input on site selection, reuse planning, and other considerations.

Key lessons learned from past revitalization projects that guide the outreach approach for this Project include: 1) interactions should be framed around the effects brownfields have on communities, rather than the brownfields themselves; 2) it is important to employ a number of communications strategies tailored to the audience, including meetings, social media, traditional media, direct mail, and other methods; and 3) a successful outreach program must be multi-tiered to engage all stakeholders in meaningful ways. The following is a summary of the planned multi-tiered engagement approach.

Following the grant award announcement, the County will draft a press release for circulation in the local newspapers. The County will also place advertisements on local radio stations, as well as local access television. Also upon notice of award, the County will schedule a public kick-off meeting in tandem with an SRC meeting, and individual kick-off meetings at locations within Hartford, Jackson, Richfield, Slinger, and West Bend to inform citizens and stakeholders in each

target area about the Project. SRC members will assist in outreach to their constituents. The Riveredge Nature Center will assist in organizing attendance by community residents and other stakeholders. The Casa Guadalupe Education Center will assist with organizing attendance by members of the Hispanic community. The Healthy People Project of Washington County will help distribute information to residents and stakeholders who may have an interest in supporting trail and recreational facility development. The United Way of Washington County will assist with communication of information to economically disadvantaged residents who are disproportionately located in the target areas which contain high numbers of brownfield sites.

During the meetings, the County Coalition team will provide the public with background information on and solicit input regarding: the overall Program; the sites previously nominated for assessment and other sites of potential concern; health and welfare issues related to these sites; and reuse or redevelopment opportunities. As the Program advances, the County will report on Project progress at open forums, such as municipal board/council meetings. The County will also distribute information through the existing Site Revitalization Program website (www.co.washington.wi.us\SRP) which will serve as the foundation for ongoing web-based communication. The County and SRC members will also distribute information through their websites, newsletters, LinkedIn, Twitter, and blog posts as well as direct notice to community organizations and local newspapers.

Although it is anticipated that a majority of Project communications will be in English, it is important that non-English speaking households are aware of environmental activities that directly impact them, and as a result the County will work with Casa Guadalupe Education Center to develop and distribute information in Spanish as well as offer translation and interpretation services as needed, as impacted families are identified.

**Table 5: Activities/Deliverables for Task 4**

| Activities/Responsible Party | Deliverables: | Status or Target Completion Date |
|---|---|---|
| Media Partnerships | Newspaper Articles | Ongoing |
| Education Partnerships | Handouts, lesson plans, or other deliverables | Ongoing |
| Stakeholder Group Meetings | Meeting Summary Notes and Agenda | Ongoing |
| SRC Meetings | Meeting Summary Notes and Agenda | Ongoing |

## 5.0 BUDGET FOR EPA FUNDING AND LEVERAGING OTHER RESOURCES

Table 6 below presents a budget summary for the two assessment grants.

**Table 6: Budget**

| Budget Categories | Task 0 | Task 1 | Task 2 | Task 3 | Task 4 | Totals |
|---|---|---|---|---|---|---|
| | Program-matic Activities | Brownfields Inventory and Site Prioritization | Phase I ESAs | Phase II ESAs, Site Investi-gations, and Remedial/ Reuse Planning | Community Outreach and Involvement | |
| **Budget for Community Wide Assessment Grant for Hazardous Substance Brownfields** | | | | | | |
| Personnel | | | | | | |
| Travel | [redacted] | | | | | |
| Equipment | | | | | | |
| Supplies | | | | | | |
| Contractual | | | | | | |
| Other | | | | | | |
| **SUBTOTALS** | | | | | | |
| **Bud** | | | | | | |
| | | | | | | |
| Personnel | | | | | | |
| Travel | | | | | | |
| Equipment | | | | | | |
| Supplies | | | | | | |
| Contractual | | | | | | |
| Other | | | | | | |
| **SUBTOTALS** | | | | | | |
| | | | | | | |
| Personnel | | | | | | |
| Travel | | | | | | |
| Equipment | | | | | | |
| Supplies | | | | | | |
| Contractual | | | | | | |
| Other | | | | | | |
| **TOTALS** | **$14,000** | **$17,700** | **$96,000** | **$431,000** | **$41,300** | **$600,000** |

*ESA = environmental site assessment, RAP = remedial action plan, SI = site investigation*

Please note that for all budget items described below, it is assumed that the referenced budget will be divided evenly between the hazardous substance and petroleum grant funding.

Task 0: Programmatic Activities ($14,000) - The budget for Task 0 includes travel costs (for airfare, hotel, meals and conference fees) for two County staff to attend two EPA-sponsored National Brownfields conferences (or alternative relevant conferences if the EPA conferences are not held as anticipated). Travel costs are estimated at $1,000 per person per conference based on discussions with previous EPA Brownfield Grant managers/conference attendees and average costs they reported. The contractual budget included $10,000 for the consultant, for assistance to be provided with reporting and other eligible programmatic activities.

Task 1: Brownfield Inventory, Site Eligibility Determinations, and Access Agreements ($17,700) – The County will undertake an inventory of existing and potential future brownfield properties located within the County. The budget includes $16,000 for an estimated 160 hours of work by

the consultant at a blended rate of $100/hour. It is anticipated that the work by the consultant will include approximately 40 hours of records research, 40 hours of GIS data entry, 40 hours of interviews with community representatives, and 40 hours of work related to presentations and meetings. Also included under the budget for supplies is a cost of $1,700 for acquisition of 73 historic Sanborn fire insurance maps available in digital format that will be integrated with the County's GIS and used to help identify historic land uses at sites included on the inventory. The County and other Coalition members will each donate significant in-kind hours for the completion of this task, as detailed on the attached table.

Task 2: Phase I ESAs ($96,000) – Under the direction of the County, the environmental consulting firm will complete Phase I ESAs at 24 sites at an average cost of $4,000 per site.

Task 3: Phase II ESAs, Environmental Site Investigations, Remedial/Reuse Planning ($431,000) – The budget for Task 3 is based on the following assumed project deliverable and representative costs:

- One quality assurance project plan (QAPP) at an estimated cost of $8,000;
- 4 asbestos/hazardous building material surveys at an average cost of $6,500 ($26,000 total);
- 7 Phase II ESAs at small sites at an average cost of $20,000 ($140,000 total);
- 4 Phase II ESAs at large sites at an average cost of $35,750 ($143,000 total);
- 8 remedial action plans at an average cost of $8,000 ($64,000 total); and
- 2 brownfields area-wide reuse plans at an estimated cost of $25,000 ($50,000 total).

The budgeted costs for the asbestos/hazardous building surveys and Phase II ESAs include $750 per site for preparation of site-specific sampling and analysis and health and safety plans. Please note that $10,000 in budget allocated in the grant application under this task for assistance to be provided by the consultant with preparation of quarterly and annual reports, and other planning activities has been included under Task 0.

Task 4: Community Outreach and Involvement ($41,300) – To maximize the extent to which community residents and other stakeholders can provide meaningful input to the Project, a comprehensive community outreach program will be performed that will include public meetings and forums, development and distribution of marketing and informational materials, and joint outreach and education efforts with community partner organizations. The estimated costs for specific outreach activities or outputs to be performed by the consultant(s) are summarized below.

- Meeting outreach, facilitation and management including SRC, public/community, property owner meetings (150 hours @ $100/hour = $15,000 total);
- Document preparation, including project fact sheets, press releases, agendas, minutes, newsletter submissions, etc. (65 hours @ $100/hour = $6,500 total); and
- County website and other online communications management and updates (30 hours @ $100/hour = $3,000 total)
- EDWC website integration and content development focused on connecting prospective end users and local stakeholders with information on revitalization sites ($14,000)

Budgeted supply costs for Task 4 of $1,500 include $500 for printing costs, $250 for mailing expenses associated with public notices, and $750 for display boards and graphic displays at public meetings. Travel costs allocated under this task in the grant application for participation in EPA or other brownfields conferences have been included under Task 0. Travel costs for mileage of $1,300 related to travel by County staff to meetings throughout the County has been added to the budget for this task.

SUMMARY OF TIME COMMITTED BY WASHINGTON COUNTY, WISCONSIN BROWNFIELD ASSESSMENT COALITION MEMBERS AND EDWC FOR IMPLEMENTATION OF U.S. EPA COALITION GRANT

| Name | Title | Est. Hours over 3 year grant cycle | Salary/ Benefits per hour | Total In-Kind Contribution |
|---|---|---|---|---|
| **Washington County In-Kind Contribution** | | | | |
| Deb Sielski [1] | Deputy Administrator | | | |
| Joshua Glass [2] | Planner | | | |
| Joanne Wagner [3] | Office Manager | | | |
| Eric Damkot [4] | GIS Manager, Washington County | | | |
| Karen Long [4] | GIS Analyst/Technician | | | |
| Scott Schmidt [5] | County Engineer/County Surveyor | | | |
| Kimberly Nass [6] | County Attorney | | | |
| **City of Hartford In-Kind Contribution [7]** | | | | |
| Justin Drew | Director of Community Development | | | |
| **Village of Slinger In-Kind Contribution [7]** | | | | |
| Jessi Balcom | Village Administrator | | | |
| Jim Haggerty | DPW Director/Village Engineer | | | |
| **Village of Richfield In-Kind Contribution [7]** | | | | |
| James Healy | Interim Village Administrator | | | |
| **City of West Bend In-Kind Contribution [7]** | | | | |
| TJ Justice | City Administrator/Development Dir. | | | |
| Mark Piotrowicz | City Planner/Operations Manager | | | |
| **Economic Development Washington County (EDWC) In-Kind Contribution [8]** | | | | |
| Christian Tscheschlok | Executive Director | | | |
| Deborah Reinbold | Business Solutions Specialist | | | |

**Grand Total In-Kind Contribution - $ 62,463.10**

***Note:*** *1 - Estimated In-Kind Contribution as Project Manager/Director including contract administration, grant reporting, coordinating coalition, staffing SRC and T/CAS meetings, and overseeing work performed by environmental or other consultants contracted to implement the grant. 2- Estimated In-Kind Contribution as Assistant Project Manager. 3 -Estimated In-Kind Contribution including minutes, agendas and media postings for SRC and T/CAS. 4 - Estimated In-Kind Contribution for integrating inventory and prioritization of brownfield sites into the County GIS database. 5 - Estimated In-Kind Contribution for identifying and finding solutions for infrastructure challenges at brownfield sites. 6 -Estimated In-Kind Contribution for drafting, reviewing and/or revising EPACooperative Agreement, agreements with Coalition members and site access agreements. 7 - Estimated In-Kind Contribution includes attendance at SRC meetings, community public meeting, securing access to sites, and reviewing reports. 8 - Estimated In-Kind Contribution includes attendance SRC and T/CAS meetings, public meetings, redevelopment consulting and contribution to area-wide plans and remedial action plans.*

**Attachment C**

**Roles and Responsibilities for Activities to be Performed as Part of U.S. EPA Brownfields Grant Implementation**

This memo was prepared to outline specific roles and responsibilities for Stantec Consulting Services Inc. (Stantec), Vandewalle & Associates, Inc. (V&A), Washington County (the County), Economic Development Washington County (EDWC) and Coalition Partners (City of West Bend, City of Hartford, Village of Slinger, Village of Richfield and Village of Jackson) as part of the implementation of the United States Environmental Protection Agency (US EPA) Fiscal Year 2014 Brownfield Assessment Grant. Vandewalle & Associates, Inc. and the EDWC are serving as subconsultants to Stantec Consulting Services Inc. responsible for completing portions of the scope of services described below.

The following scope of services will be made part of the services detailed and referenced as part of the Master Services Agreement Task Order No. 2 and outlined in the Implementation Work Plan.

## Stantec Roles and Responsibilities

***Task 0 – Programmatic Activities***

- Reporting Assistance - Stantec staff (David Holmes) will assist the County Project Manager (Debora Sielski) in preparing grant progress reports, quarterly reports (ACRES), annual audit reports, final reports, and general communications about the Cooperative Agreement (CA) to the EPA. Each report will include a summary of all work completed to date (not just for the quarter).
- Site Access - Stantec will provide County with model property owner access agreements.

***Task 1 – Site Inventory, Selection and Prioritization***

- Inventory Tasks – Stantec will lead the Brownfields inventory process with the assistance of the County Project Manager and the County GIS Division to create a Brownfields GIS Database.
    - The Project Team (County, Stantec, EDWC and V & A) will work cooperatively to develop and determine datasets for the creation of a Brownfield GIS database.
    - Stantec will assist County GIS staff by reviewing the Sanborn maps and identifying specific historic parcels, facilities, or features of environmental significance.
- Site Selection and Prioritization – Stantec will assist V&A in the site selection, ranking and prioritization process with the Site Redevelopment Committee (SRC).
- Site Eligibility Determination – Stantec will lead work on preparing and obtaining site eligibility determination letters. County to provide site specific information for letters/forms.

*Task 2 – Phase I ESAs*

- Stantec to complete all work under Task 2.

*Task 3 – Phase II ESAs, Site Investigations and Remedial/Reuse Planning*

- Phase II ESAs, Site Investigations and Remedial Planning - Stantec to complete all Phase II ESAs, Site Investigation and Remedial Planning work under Task 3. Stantec to direct work of V&A regarding their assistance in remedial action planning.
- Reuse/Redevelopment Planning – Stantec to assist V&A in the preparation of brownfields site or area-wide reuse/redevelopment plans in cooperation with the County and EDWC.

*Task 4 – Community Outreach and Involvement (including SRC meetings)*

- Stantec will prepare presentations as appropriate for the SRC and T/CAS meetings and public community meetings as necessary regarding the US EPA brownfields grant program, implementation status and solicit input from committee members on specific sites or redevelopment needs. If requested, Stantec will provide input on meeting agendas and strategies for how to make the meetings most effectively support the goals for the redevelopment program and successful grant implementation.
- Stantec staff (David Holmes) will attend the following:
    - All individual meetings with Coalition partners to confirm priority sites.
    - All SRC Committee meetings to be held on approximately a quarterly basis.
    - Countywide kickoff meeting held in tandem with an SRC meeting.
    - Five traveling SRC meetings (1 held in Hartford, Jackson, Richfield, Slinger and West Bend) each having a special focus on the hosting community including a public open house component.
    - Annual status meetings held in tandem with the SRC meetings inviting residents and other stakeholders.
    - The T/CAS meetings held as needed to provide input on site selection, reuse planning and other considerations as necessary.
    - EDWC Countywide Conference breakout session on Site Redevelopment Program annual status update.
    - EDWC hosted meetings regarding the development and implementation of the Countywide Site Redevelopment Program pages and communications on its website.
- Participate in monthly "check-in" tele/web conferences with Project Team.

## V&A Roles and Responsibilities

***Task 0 – Programmatic Activities***

- No role anticipated.

***Task 1 – Site Inventory, Selection and Prioritization***

- Inventory Tasks – V&A will assist the County, Stantec and the EDWC with the inventory process to create a Brownfields GIS Database.
    - The Project Team (County, Stantec, EDWC and V & A) will work cooperatively to develop and determine datasets for the creation of a Brownfield GIS database.
- Site Selection and Prioritization - V&A will lead the site selection, ranking and prioritization of sites using a two-tiered site identification and prioritization process with the SRC. V&A, working cooperatively with County GIS utilizing the Brownfield GIS database, will complete the analysis and map preparation for this Task. Tasks include:
    - V&A to present the SRC with the potential uses of grant for site and area-wide reuse/redevelopment planning providing examples of success stories.
    - V&A will lead the SRC in identifying community values, goals and objectives for the Site Redevelopment Program.
    - Evaluate comprehensive inventory of known and potential brownfield sites
    - Conduct prioritization process with the SRC to integrate community redevelopment priorities with professional analysis of redevelopment feasibility and potential difficulty of cleanup.
    - In consultation with the County and EDWC, finalize prioritization process with a summary memo inclusive of analysis, prioritization/site selection, overall program recommendations and next steps (to include text document and applicable project maps).
    - Countywide communication of illustrated results of prioritization.
- Outreach - Conduct ongoing community outreach and involvement as outlined in Task 4.

***Task 2 – Phase I ESAs***

- No role anticipated.

***Task 3 – Phase II ESAs, Site Investigations and Remedial/Reuse Planning***

- Phase II ESAs, Site Investigations and Remedial Planning – As directed by Stantec, V&A to assist in remedial action planning.

- Reuse/Redevelopment Planning – V&A will lead the preparation of brownfields site/area-wide reuse/redevelopment plans in cooperation with the County, Stantec and EDWC.
    - Scope of reuse/redevelopment planning will be determined by discussions with the Project Team, the SRC and local governments however results of these efforts typically include:.

- High level redevelopment feasibility analysis and recommendations for priority sites' reuse potential recommendations based on community assets, economic opportunity, project experience of and market input from EDWC, overall market feasibility for reuse, environmental assessments, and historic and current uses.

- Outreach - Conduct ongoing community outreach and involvement as outlined in Task 4.

***Task 4 – Community Outreach and Involvement (including SRC meetings)***

- V&A to implement EPA grant outreach objectives focused on ongoing SRC meetings.
- V&A to assist in SRC meeting preparation including review and input on agendas and follow-up "to-do" lists with assignments and responsibilities.
- Attendance and participation in SRC and T/CAS meetings to advance EPA grant project including presenting and providing input, reviewing progress, discussing options, and receiving direction.
- Participate in monthly "check-in" tele/web conferences with Project Team.
- Prepare progress reports for and conduct periodic meetings with the Project staff/County and community leadership to discuss progress, evaluate options, and receive direction. Work with EDWC to integrate progress reports into its Site Redevelopment Program pages on its website and branded communications.
- Assist in coordinating all SRC priorities with work to be performed under the EPA grant.
- V&A to provide meeting outreach, facilitation and management including SRC, public/community, and property owner meetings.
- V&A will prepare presentations as appropriate for the SRC and T/CAS meetings and public community meetings as necessary regarding site selection, ranking, prioritization and reuse/redevelopment planning.
- V&A will prepare quarterly fact sheet for distribution to the SRC. Fact sheets will be made part of the EPA reporting requirements and EDWC dashboard. The fact sheets will integrate information from other team members.
- V&A will prepare press releases for review and release by County and EDWC.
- V&A staff will attend the following:
    - Individual meetings with Coalition partners to confirm priority sites.
    - All SRC Committee meetings to be held on approximately a quarterly basis.
    - Countywide kickoff meeting held in tandem with an SRC meeting.
    - Five traveling SRC meetings (1 held in Hartford, Jackson, Richfield, Slinger and West Bend) each having a special focus on the hosting community including a public open house component.
    - Annual status meetings held in tandem with the SRC meetings inviting residents and other stakeholders.
    - The T/CAS meetings held as needed to provide input on site selection, reuse planning and other considerations as necessary.
    - EDWC Countywide Conference breakout session on Site Redevelopment Program annual status update.
    - EDWC hosted meetings regarding the development and implementation of the Countywide Site Redevelopment Program website.

## County Roles and Responsibilities

***Task 0 – Programmatic Activities***

- Administration/Reporting - County Project Manager is responsible for the administration of the EPA Cooperative Agreement.
    - County Project Manager is responsible for project oversight including managing the consultant activities, reviewing environmental site assessments, reports and plans, and preparing required reports and other correspondence with the EPA Project Officer. Such reports include preparing and submitting grant progress reports, quarterly reports (ACRES), annual audit reports, final reports, tracking cost information allocated by site and general communications to the EPA. Stantec will be assisting in preparing quarterly and annual reports.
    - County Project Manager is responsible for compiling an administrative log of meetings, deliverables, etc. as related to the grant.
    - County Project Manager will work with the County Attorney and local governments to complete coalition agreements
    - The County will track all hours spent by County staff participating in the Site Redevelopment Program, for use in tracking and reporting in-kind services being provided as part of the assessment project.
- Site Access - County Project Manager will work with the County Attorney and local governments to complete site access agreements.

***Task 1 – Site Inventory, Selection and Prioritization***

- Inventory Tasks – The County Project Manager and County GIS Division will work with Stantec to create a Brownfields GIS Database and associated layers.
    - County will acquire digital copies of the approximately 73 historic Sanborn Fire Insurance maps that are available for various communities in the County. The County will integrate these into the current GIS system.
    - The County will utilize appropriate EDWC applications for development of the Brownfield GIS database layers for integration into EDWC's "Countywide Site Redevelopment Program" pages on its website and online "Location Center" GIS site selection and economic development tool.
    - The County will work with Stantec, V&A, EDWC and local governments to determine significant land use features and other variables (such as the petroleum tank records, tax delinquencies, building code violations, WDNR records or other environmental databases) for the creation of the Brownfields GIS database for analysis.
    - The Project Team (County, Stantec, EDWC and V&A) will work cooperatively to develop and determine datasets for the creation of a Brownfield GIS database.
- Site Selection and Prioritization - The County will assist V&A in completion of the site ranking and prioritization process, providing the GIS analysis utilizing the Brownfields GIS database.

- Site Eligibility Determination – County is liaison to local government for property owner site eligibility determination letters. As requested by Stantec, the County will provide site specific information for letters/forms.

***Task 2 – Phase I ESAs***

- County Project Manager to provide project oversight on all work in Task 2. County Engineer may assist Stantec in identifying and resolving infrastructure challenges at sites as necessary.

***Task 3 – Phase II ESAs, Site Investigations and Remedial/Reuse Planning***

- Phase II ESAs, Site Investigations and Remedial Planning - County Project Manager to provide project oversight on all work in Task 3. County Engineer may assist Stantec in identifying and resolving infrastructure challenges at sites as necessary.
- Reuse/Redevelopment Planning – County to assist V&A in preparation of brownfields site/area-wide reuse/redevelopment plans in cooperation with Stantec and EDWC.

***Task 4 – Community Outreach and Involvement (including SRC meetings)***

- The County will have primary responsibility for all components of the SRC meetings, except those identified for EDWC, Stantec and V&A including preparing and distributing agendas and minutes. The Coalition plans to convene the SRC on approximately a quarterly basis.
- County Project Manager will widely publicize SRC and T/CAS meetings and community meetings using social media, traditional media, direct mail and other methods as appropriate and available.
- County Project Manager will attend the following:
    - Individual meetings with Coalition partners to confirm priority sites.
    - All SRC Committee meetings to be held on approximately a quarterly basis.
    - Countywide kickoff meeting held in tandem with an SRC meeting.
    - Five traveling SRC meetings (1 held in Hartford, Jackson, Richfield, Slinger and West Bend) each having a special focus on the hosting community including a public open house component.
    - Annual status meetings held in tandem with the SRC meetings inviting residents and other stakeholders.
    - The T/CAS meetings held as needed to provide input on site selection, reuse planning and other considerations as necessary. Members of the T/CAS will be invited to attend the SRC meetings as appropriate.
    - EDWC Countywide Conference breakout session on Site Redevelopment Program annual status update.
    - EDWC hosted meetings regarding the development and implementation of the Countywide Site Redevelopment Program pages on its website and other branded communications.

- County to report on program progress to SRC and County Executive Committee and encourage coalition partners to distribute the information through websites, newsletters, newspapers, LinkedIn, Twitter and blog posts as available.
- County will work with Casa Guadalupe to develop and distribute project information in Spanish as well as offer translation and interpretation services as requested or as needed when impacted families are identified.
- County will update the County Site Redevelopment Program website at www.co.washington.wi.us/srp to provide current information throughout the grant implementation.
- County will work with EDWC in creating a live GIS based mapping layer(s) for the EDWC "Location Center," which will be tied into its Site Redevelopment Program pages on its website. Location Center will be a principal means for tracking and communicating the availability of, characteristics of and opportunities for redevelopment of these sites. Ongoing maintenance responsibilities will be determined as site is developed based on changes to redevelopment sites including remediation, redevelopment, or change in ownership.
- Schedule and participate in monthly "check-in" tele/web conferences with Project Team.

## EDWC Roles and Responsibilities

### *Task 0 – Programmatic Activities*

- EDWC to assist with ongoing remediation and redevelopment reporting to EPA ACRES system, with focus on quantitative and qualitative assessment and tracking of economic of direct and indirect economic impacts related to site redevelopment and reuse. For the purposes of measuring and assessing specific impacts (jobs, wages, new investment, sales revenue, etc.) EDWC will utilize its own proprietary databases and external databases to which it subscribes. Additionally, it will lead utilization of external databases (ESRI, WorkNet, etc.) provided through its partners (Wisconsin Economic Development Corporation, Southeastern Wisconsin Regional Planning Commission, Department of Workforce Development, etc.) in developing and communicating impact information.
- EDWC staff will track hours spent participating in the Site Redevelopment Program, and report hours to the County on a quarterly basis to enable the County to track and report in-kind services to the U. S. EPA. See table on page 11, Summary of Time Committed by Washington County, Wisconsin Brownfield Assessment Coalition Members and EDWC for Implementation of U.S. EPA Coalition Grant.

### *Task 1 – Site Inventory, Selection and Prioritization*

- Site Inventory – EDWC will work with the County, Stantec and V&A on development of the inventory.

- EDWC will provide the County with appropriate EDWC layer(s) for development of the Brownfield GIS database and resulting integration into EDWC's "Countywide Site Redevelopment Program" pages on its website and online "Location Center" GIS site selection and economic development tool.
- The Project Team (County, Stantec, EDWC and V & A) will work cooperatively to develop and determine datasets for the creation of the Brownfield GIS database.

- Site Selection and Prioritization – EDWC will assist V&A and the SRC with determining redevelopment potential and marketability of a site to complete the ranking and site prioritization.
  - Align performance measures in EDWC Site Redevelopment Program Dashboard with criteria for site prioritization.
  - Integrate certain mutually agreed outputs from the County's Brownfield GIS database into a redevelopment layer within EDWC's "Location Center" GIS tool.

***Task 2 – Phase I ESAs***

- No role anticipated.

***Task 3 – Phase II ESAs, Site Investigations and Remedial/Reuse Planning***

- Reuse/Redevelopment Planning – EDWC to assist V&A in preparation of brownfields site/area-wide reuse/redevelopment plans in cooperation with the County and Stantec.
- EDWC to integrate outputs into EDWC site profiles, branded communications and website content and applications.
- EDWC will work with V&A in aligning planning objectives with its Site Redevelopment Program Dashboard performance measures, incorporating resulting reuse outcomes within as accomplished and/or appropriate.

***Task 4 – Community Outreach and Involvement (including SRC meetings)***

- EDWC staff will attend the following:
  - Individual meetings with Coalition partners to confirm priority sites.
  - All SRC Committee meetings to be held on approximately a quarterly basis.
  - Countywide kickoff meeting held in tandem with an SRC meeting.
  - Five traveling SRC meetings (1 held in Hartford, Jackson, Richfield, Slinger and West Bend) each having a special focus on the hosting community including a public open house component.
  - Annual status meetings held in tandem with the SRC meetings inviting residents and other stakeholders.
  - The T/CAS meetings held as needed to provide input on site selection, reuse planning and other considerations as necessary.
  - EDWC will prepare presentations as appropriate for the SRC and T/CAS meetings and public community meetings as necessary.
- EDWC will assist in community outreach as appropriate to better connect potential businesses, developers and other end-users with brownfields sites that can be a focus for redevelopment and reuse.

- EDWC will develop webpages that will integrate redevelopment sites within the EDWC website focused on connecting prospective end users and local stake holders with information on redevelopment sites and associated reuse opportunities.
- EDWC will work with the County to create select brownfield site data points for assimilation into redevelopment site layer that will be integrated into EDWC's "Location Center" live GIS based mapping application. Location Center will be included in/linked to EDWC's Site Redevelopment page(s) within the EDWC website.
- Integrate Site Redevelopment Program annual status update into the EDWC Countywide Conference as a breakout session.
- EDWC will create a Site Redevelopment Program Dashboard and site profiles.
- EDWC will participate in monthly "check-in" tele/web conferences with Project Team.
- If requested, EDWC will provide input on meeting agendas and minutes.

## Coalition Partner Roles and Responsibilities

### *Task 0 – Programmatic Activities*

- Secure site access agreements with assistance of County for privately owned parcels targeted for assessment within their jurisdictional area.
- Provide access for parcels they own that are targeted for assessment within their jurisdictional area.
- Track hours logged by Coalition partner staff in participating in the Site Redevelopment Program, and report hours to the County on a quarterly basis to enable the County to track and report in-kind services to the U. S. EPA. See table on page 11, Summary of Time Committed by Washington County, Wisconsin Brownfield Assessment Coalition Members and EDWC for Implementation of U.S. EPA Coalition Grant.
- Partners will assist in the eligibility determination process for sites targeted for assessment within their jurisdictional areas, by disclosing all known or reasonably available information relevant to past and current ownership and conditions, past assessment activities, known or suspected environmental liabilities, and reuse plans.
- Partners to provide County with information about ongoing remediation and redevelopment on sites after completion of grant for reporting on EPA ACRES system.

### *Task 1 – Site Inventory, Selection and Prioritization*

- Site Inventory – Partners will work with the County, EDWC, Stantec and V&A on development of the inventory.
- Site Selection and Prioritization – Partners will assist in the process of selecting and prioritizing sites for use of EPA funding.
- Work with EDWC in creating a live GIS based mapping layer(s) for the EDWC "Location Center," which will be tied into its Site Redevelopment Program pages one its website. Ongoing maintenance responsibilities will be determined as site is developed based on changes to redevelopment sites including remediation, redevelopment, or change in ownership.

*Task 2 – Phase I ESAs*

- Partners will obtain property owner cooperation for privately owned parcels within their jurisdiction for which Phase I ESAs are being performed, and complete required owner questionnaires for any parcels for which they are the owner.
- Partners will provide copies of any past environmental reports that they have in their possession for sites targeted for assessment within their jurisdictional area.

*Task 3 – Phase II ESAs, Site Investigations and Remedial/Reuse Planning*

- Partners will clear public utilities as appropriate for utility clearance performed prior to intrusive subsurface sampling activities for parcels targeted for assessment within their jurisdictional area.

*Task 4 – Community Outreach and Involvement (including SRC meetings)*

- Partners will attend the following:
    - Individual meetings with Coalition partners to confirm priority sites.
    - All SRC Committee meetings to be held on approximately a quarterly basis.
    - Countywide kickoff meeting held in tandem with an SRC meeting.
    - Five traveling SRC meetings (1 held in Hartford, Jackson, Richfield, Slinger and West Bend) each having a special focus on the hosting community including a public open house component. Coalition partner will work with County in providing meeting room and setup.
    - Annual status meetings held in tandem with the SRC meetings inviting residents and other stakeholders.

## Approach to Initial Grant Implementation

The grant will be implemented using a parallel track approach with two major strategies progressing simultaneously with 50% completion by March 31, 2016. The two tracks will be implemented as described below:

- Approximately one-third ($200,000) of the grant will go toward the implementation of the five high priority brownfield sites or areas that were identified by the five city/village coalition members as part of the inventory and prioritization completed in 2013 or as confirmed or amended by the city/villages coalition members. The funding will be utilized to perform assessment or reuse planning activities.
- Complete a comprehensive county-wide inventory and prioritization of brownfield sites providing opportunity for participation by all communities in the County that may have assessment needs not identified as part of the outreach conducted in 2013.

SUMMARY OF TIME COMMITTED BY WASHINGTON COUNTY, WISCONSIN BROWNFIELD ASSESSMENT COALITION MEMBERS AND EDWC FOR IMPLEMENTATION OF U.S. EPA COALITION GRANT

| Name | Title | Est. Hours over 3 year grant cycle | Salary/ Benefits per hour | Total In-Kind Contribution |
|---|---|---|---|---|
| **Washington County In-Kind Contribution** | | | | |
| Deb Sielski [1] | Deputy Administrator | | | |
| Joshua Glass [2] | Planner | | | |
| Joanne Wagner [3] | Office Manager | | | |
| Eric Damkot [4] | GIS Manager, Washington County | | | |
| Karen Long [4] | GIS Analyst/Technician | | | |
| Scott Schmidt [5] | County Engineer/County Surveyor | | | |
| Kimberly Nass [6] | County Attorney | | | |
| **City of Hartford In-Kind Contribution [7]** | | | | |
| Justin Drew | Director of Community Development | | | |
| **Village of Slinger In-Kind Contribution [7]** | | | | |
| Jessi Balcom | Village Administrator | | | |
| Jim Haggerty | DPW Director/Village Engineer | | | |
| **Village of Richfield In-Kind Contribution [7]** | | | | |
| James Healy | Interim Village Administrator | | | |
| **City of West Bend In-Kind Contribution [7]** | | | | |
| TJ Justice | City Administrator/Development Dir. | | | |
| Mark Piotrowicz | City Planner/Operations Manager | | | |
| **Economic Development Washington County (EDWC) In-Kind Contribution [8]** | | | | |
| Christian Tscheschlok | Executive Director | | | |
| Deborah Reinbold | Business Solutions Specialist | | | |

**Grand Total In-Kind Contribution - $ 62,463.10**

***Note:*** *1 - Estimated In-Kind Contribution as Project Manager/Director including contract administration, grant reporting, coordinating coalition, staffing SRC and T/CAS meetings, and overseeing work performed by environmental or other consultants contracted to implement the grant. 2- Estimated In-Kind Contribution as Assistant Project Manager. 3 -Estimated In-Kind Contribution including minutes, agendas and media postings for SRC and T/CAS. 4 - Estimated In-Kind Contribution for integrating inventory and prioritization of brownfield sites into the County GIS database. 5 - Estimated In-Kind Contribution for identifying and finding solutions for infrastructure challenges at brownfield sites. 6 -Estimated In-Kind Contribution for drafting, reviewing and/or revising EPACooperative Agreement, agreements with Coalition members and site access agreements. 7 - Estimated In-Kind Contribution includes attendance at SRC meetings, community public meeting, securing access to sites, and reviewing reports. 8 - Estimated In-Kind Contribution includes attendance SRC and T/CAS meetings, public meetings, redevelopment consulting and contribution to area-wide plans and remedial action plans.*