

Notice: Completion of this Agreement is required to obtain a Ready for Reuse Brownfields Cleanup Grant under s. 292.72, Wis. Stats. Personally identifiable information included on this form will be used to process your application and may be made available to requests under Wisconsin's Open Records law [ss. 19.31 - 19.39, Wis. Stats.].

Grantee City of LaCrosse, Wisconsin	Grant Number RRG - 029												
Site Name or Title and Address Former Patros Steel Supply 104 Causeway Boulevard LaCrosse, Wisconsin 54601													
Period Covered by This Agreement Twenty-eight months (two years and four months) starting from the date of the Department's signature of this grant contract.	Grantee's Authorized Representative Mathias Harter, Mayor												
Scope and Description of cleanup activities funded by this grant <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <ol style="list-style-type: none"> 1. Preparation/Finalization of RAP 2. Public Participation 3. Soil Excavation 4. Soil Transportation & Disposal 5. Soil Treatment 6. Soils Confirmation Testing </td> <td style="width: 50%; vertical-align: top;"> <ol style="list-style-type: none"> 7. Post-Remedial Groundwater Monitoring 8. Health and Safety Site Monitoring 9. DNR Fees </td> </tr> </table>		<ol style="list-style-type: none"> 1. Preparation/Finalization of RAP 2. Public Participation 3. Soil Excavation 4. Soil Transportation & Disposal 5. Soil Treatment 6. Soils Confirmation Testing 	<ol style="list-style-type: none"> 7. Post-Remedial Groundwater Monitoring 8. Health and Safety Site Monitoring 9. DNR Fees 										
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GRANT COSTS:	<i>The following documents are hereby incorporated into and made part of this Agreement:</i>												
<table style="width: 100%; border: none;"> <tr> <td style="width: 20%;">Grant Amount:</td> <td style="width: 10%;">\$250,000</td> <td style="width: 10%;"><hr/></td> </tr> <tr> <td>Grantee Match:</td> <td>\$286,000</td> <td><hr/></td> </tr> <tr> <td>Grantee Match%:</td> <td>114%</td> <td><hr/></td> </tr> <tr> <td>Total Project Cost:</td> <td>\$536,000</td> <td></td> </tr> </table>	Grant Amount:	\$250,000	<hr/>	Grantee Match:	\$286,000	<hr/>	Grantee Match%:	114%	<hr/>	Total Project Cost:	\$536,000		<ol style="list-style-type: none"> 1. 2010 US EPA Revolving Loan Fund Terms and Conditions 2. Section 292.72, Wisconsin Statutes 3. DNR-approved Remedial Action Plan (RAP) 4. Signed application and all attachments and exhibits
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Total Project Cost:	\$536,000												

I. Definitions

Hereafter, the following terms used throughout this document will meet the following definitions:

- A. DEPARTMENT: The State of Wisconsin Department of Natural Resources
- B. GRANTEE: The City of LaCrosse, the party receiving the grant.
- C. PROJECT: Remedial actions including finalization of the RAP, public participation, soil excavation, transport, disposal and treatment, soil confirmation testing, post-remedial groundwater monitoring, health and safety site monitoring and DNR fees at the Former Patros Steel Supply site, the project receiving the grant.
- D. PROGRAM: The DEPARTMENT'S Ready for Reuse Loan and Grant Program.
- E. PROPERTY: Former Patros Steel Supply, 104 Causeway Boulevard, LaCrosse, Wisconsin, 54601.

II. General Provisions

- A. The DEPARTMENT acts as the financial agent for the Wisconsin Brownfields Coalition, a recipient of U.S. EPA Brownfields Revolving Loan Fund Cooperative Agreement, and is authorized to make certain grants from these funds.
- B. The period of the grant shall be from the Grant Approval Date of the date the DEPARTMENT signs the Agreement, until the Grant End Date of twenty eight months later.
- C. These funds are to be used to undertake cleanup of the PROJECT, a brownfields site with a release of a hazardous substance defined by the Comprehensive Environmental Response Compensation and Liability Act (CERCLA), at the PROPERTY. In general, the hazardous substances at the site include soil and groundwater contamination from PCBs, metals, lead and arsenic, VOCs and PAHs.
- D. The PROPERTY is not listed, or proposed for listing on the National Priorities List of the U.S. Environmental Protection Agency (EPA).
- E. The brownfields site is owned by the GRANTEE, who has full access to site.
- F. The GRANTEE is not a generator or transporter of the contamination at the site.
- G. The PROPERTY is subject to the jurisdiction and oversight of the Wisconsin Department of Natural Resources (WDNR) Remediation and Redevelopment Program (Exhibit A: BRRTS Printout for the PROPERTY), including the ch. NR 700 rule series.
- H. The GRANTEE is not and has never been subject to any penalties resulting from environmental non-compliance at or on the PROPERTY nor is the GRANTEE, or any of its PROJECT contractors or subcontractors currently suspended, debarred, or otherwise declared ineligible for participation in this federal program or from the receipt of these funds.
- I. The making and performance by GRANTEE of this Agreement does not violate any provision of law, or result in a breach of or constitute a default under any agreement, indenture or other instrument to which GRANTEE is a party or by which GRANTEE may be bound.
- J. This Agreement has been duly authorized, executed and delivered, and is a valid and binding Agreement. This Agreement and all covenants, agreements, representations and warranties made herein shall survive the execution of this Agreement and shall continue in full force and effect so long as the grant is outstanding and unpaid.
- K. If any provision or item of this Agreement is held invalid, such invalidity shall not affect other provisions or items of this Agreement which can be given effect without the invalid provisions or items, and to this end, the provisions of

this Agreement are hereby declared severable.

- L. Except for any exhibits, attachments, plats or other documents as may be affixed hereto, made a part hereof, and properly identified herewith, this Agreement constitutes the entire contract between the parties, and shall not be otherwise affected by any other purported undertaking, whether written or oral.
- M. The GRANTEE acquired the PROPERTY after the time of disposal or placement of hazardous substances and has not caused, contributed to, permitted, or exacerbated the release of a hazardous substance on, or emanating from that PROPERTY.
- N. The GRANTEE is the current owner of the site, and was a bona fide prospective purchaser under Section 101(40) of CERCLA, 42 U.S.C. 9601(40).
- O. The GRANTEE, through the Contractor, has performed or obtained copies of all Phase I and Phase II Environmental Assessments of the PROPERTY performed according to the American Society for Testing and Materials (ASTM) standards, or equivalent assessment procedures in conformance with the DEPARTMENT which verifies the presence of hazardous substances present in the soil and groundwater of the PROPERTY. The GRANTEE shall be responsible for the payment of all costs and expenses related to any Assessment. The GRANTEE agrees that grant funds shall not be used for the payment of any cost or expense related to the Assessment. The Assessment shall include, but is not limited to site background, the threat posed to by the contaminant to public health, welfare and the environment and all past enforcement activities conducted by any governmental agency, and the site testing results.
- P. The DEPARTMENT and the GRANTEE mutually agree to perform this Agreement in accordance with local, state and federal laws, the Wisconsin Ready for Reuse Loan & Grant Program and with the PROJECT description, application, terms, conditions, plans, specifications, estimates, procedures, maps and assurances attached hereto and made a part hereof. In general, the work to be done at the site includes soil excavation, treatment and/or disposal and groundwater monitoring.
- Q. The GRANTEE is an independent contractor for all purposes, not an employee or agent of the DEPARTMENT.
- R. This Agreement, together with any referenced parts and attachments, shall constitute the entire Agreement and previous communications or agreements pertaining to the subject matter of this Agreement are hereby superseded. Any revisions, including cost adjustments, must be made by an amendment to this Agreement or other written documentation, prior to the termination date of the Agreement.
- S. Any cost adjustments must be made by a written amendment to this Agreement, signed by both parties, prior to the expenditure of funds or the termination date of this Agreement. Adjustments for time of performance or scope of work may be granted to the GRANTEE by the DEPARTMENT in writing without the requirements of the GRANTEE'S signature.
- T. The GRANTEE may decline this offer of financial assistance in writing at any time prior to the start of the PROJECT and before expending any funds. After the PROJECT has been started or funds expended, this Agreement may be terminated, modified, or amended consistent with the terms of this Agreement.
- U. Failure by the GRANTEE to comply with the terms of this Agreement shall not cause the suspension of all obligations of the DEPARTMENT hereunder if, in the judgment of the Secretary of the DEPARTMENT, such failure was due to no fault of the GRANTEE. In such cases, any amount required to settle at minimum costs any irrevocable obligations properly incurred shall be eligible for assistance under this Agreement, at the DEPARTMENT'S discretion.

III. The GRANTEE agrees:

1. To notify the DEPARTMENT, in writing, of acceptance of this offer by delivering to the DEPARTMENT'S Ready for Reuse Program Manager two original Agreements duly signed by the authorized representative. This action must take place within 30 days of receipt of this Agreement. Once signed by all parties, the Agreement is binding.
2. And understands that all grant funds provided by GRANTEE shall be used solely for the PROJECT.
3. That any and all work performed on the PROPERTY for which grant funds are used and the receipt of any grant funds under this Agreement is conditioned upon the GRANTEE'S full compliance with this Agreement, all PROJECT documents and attachments, and the attached 2010 US EPA Revolving Loan Fund Terms and Conditions (Exhibit D).
4. To provide a match, in cash or in-kind services, funds of at least 22% of the grant amount.
5. To make substantial progress on loan and match activities within six (6) months of the date of the DNR's signature on page 10 of this Agreement. If the DEPARTMENT determines that the GRANTEE has not made sufficient progress within this time frame, the DEPARTMENT may terminate this agreement. "Sufficient progress" may include, at a minimum, the completion of activities listed in Section III, Number 14(a-e).
6. To ensure interim actions are protective of public safety, welfare and human health and the environment.
7. To comply with all applicable Wisconsin Statutes and Wisconsin Administrative Codes, and federal and local laws in fulfilling the terms of this Agreement. In particular, the GRANTEE agrees to conduct environmental response actions in accordance with the NR 700 series, Wis. Adm. Code.
8. To carry out the PROJECT activities in accordance with all applicable state, local and federal laws, regulations, orders, writs, judgments, injunctions, decrees or awards, including, but not limited to, the following: the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. § 9601, et. seq.) (CERCLA); Uniform Administrative Requirements for Grants and Cooperative Agreements to States and Local Governments 40 CFR Part 31; the National Oil and Hazardous Substances Contingency Plan (NCP), 40 C.F.R. Part 300; all applicable 'cross-cutting requirements', including those federal requirements agreed between the USEPA and the DEPARTMENT defined by their Cooperative Agreement No. BF-96560601 ; MBE/WBE requirements found at 40 C.F.R. 31.36(e) or 40 C.F.R. 30.44(b); OSHA Worker Health & Safety Standard 29 C.F.R. 1910.120; the Uniform Relocation Act; Historic Preservation Act; Endangered Species Act; and Permits required by Section 404 of the Clean Water Act; Contract Work Hours and Safety Standards Act, as amended (40 U.S.C. 327-333), the Anti Kickback Act (40 U.S.C. 276c) and Section 504 of the Rehabilitation Act of 1973 as implemented by Executive Orders 11914 and 11250. This includes, but is not limited to, carrying out procurements in compliance with 40 C.F.R. Section 31.36, having a financial management system which complies with 40 C.F.R. Section 31.20, and performing audits in accordance with 40 C.F.R. Section 31.26. Failure to comply with this provision shall not be a breach of this covenant if such failure does not have, or is not reasonably expected to have, a materially adverse effect on the properties, business prospects or condition (financial or otherwise) of GRANTEE and GRANTEE is acting in good faith and with reasonable dispatch to cure such noncompliance. This includes, but is not limited to, carrying out procurements in compliance with 40 C.F.R. Section 31.36, having a financial management system which complies with 40 C.F.R. Section 31.20, and performing audits in accordance with 40 C.F.R. Section 31.26.
9. To carry out the PROJECT in accordance with the Davis-Bacon Act of 1931 (40 U.S.C. 276a-276a-5 and 42 U.S.C. 3222). CERCLA compliance with Davis-Bacon requires payment of Federal prevailing wage rates for construction, repair or alteration work funded in whole or in part with PROJECT funds. The GRANTEE must obtain recent and applicable wage rates from the U.S. Department of Labor and incorporate them into the construction contract.
10. To comply with Executive Order 11246, Equal Employment Opportunity, and implementing regulations at 41 CFR 60-4 relating to Federally-assisted construction contracts.
11. To comply with the statutes prohibiting discrimination on the grounds of race, color, national origin, sex and disability. In addition, the GRANTEE will undertake good faith efforts to give opportunities for qualified Small Business Enterprises (SBE), Minority Business Enterprises (MBE) and Women-Owned Business Enterprises

(WBE) to submit proposals, bids, and provide services on contracts and subcontracts for services and supplies. The GRANTEE shall submit a report of such efforts.

12. The GRANTEE shall be responsible for the consequences of its own acts, errors or omissions in connection with accessing the PRPOERTY and taking any action thereon and those of its employees, agents, officers and representatives in connection with accessing the Property and taking any action thereon and shall be responsible for any losses, claims and liabilities that are attributable to such acts, errors or omissions.
13. To comply with all applicable local and state contract and bidding requirements.
14. To submit reports and copies of other studies, reports, contracts, or documents relating to the PROJECT in accordance with the 2010 US EPA Revolving Loan Fund Terms and Conditions (Exhibit D), including, but not limited to the following actions:
 - (a) To prepare a community relations plan for DEPARTMENT review and approval, and implement the approved community relations plan that includes providing a copy of all public mail notices and agendas of all meetings or public information hearings to the DEPARTMENT.
 - (b)
 - i. To prepare an analysis of Brownfields cleanup actions alternatives' document for Department review and approval that contains information about the site and contamination issues (i.e., exposure pathways, identification of contaminant sources, etc.); cleanup standards; applicable laws; alternatives considered; and the proposed interim actions. The evaluation of alternatives must include effectiveness, ability to be implemented, and the cost of the cleanup actions proposed;
 - ii. GRANTEE shall submit copies of the draft analysis of brownfields cleanup actions alternatives to the DEPARTMENT for review and approval and to US EPA and the DEPARTMENT'S designated environmental project manager;
 - iii. A publicly available administrative record shall be established by the GRANTEE and a newspaper notice be placed by the GRANTEE in the newspaper, in accordance with the attached terms and conditions;
 - iv. The GRANTEE shall make the analysis of brownfields cleanup actions alternatives document available for review and public comment in the administrative record for a period of not less than thirty (30) days from the date of publication of a public notice which announces the availability of the document for public review;
 - v. After the public comment period, the GRANTEE shall respond to the specific public comments, and provide the DEPARTMENT with a copy of all comments received and the GRANTEE'S responses, a copy of the newspaper notice, and documentation of any changes proposed by the GRANTEE to the cleanup action;
 - vi. The DEPARTMENT shall incorporate all appropriate comments into a DEPARTMENT-prepared decision document, as appropriate. The final decision document is the GRANTEE'S authorization to undertake the site-specific cleanup actions. No site work, unless authorized by the Department, shall occur prior to the date of the finalized decision document.
 - (c) To prepare remedial design and engineering documents and submit them to the DEPARTMENT for review and approval and to the DEPARTMENT'S designated environmental project manager, if applicable, for review and comment. This may occur simultaneously with the submittal of the analysis of cleanup alternatives document.
 - (d) If confirmatory samples will be collected during cleanup activities to document the completeness of the cleanup, the GRANTEE, through the Contractor, shall prepare a Quality Assurance Project Plan, or its equivalent (e.g. a QA/QC report), which sets forth the manner and method of collecting and analyzing samples and submit it to the DEPARTMENT for review and approval.
 - (e) The GRANTEE is responsible for the completion of the community relations plan and the analysis of Brownfields cleanup actions alternatives referenced in (a) and (b) above.
15. To reimburse the DEPARTMENT for any and all funds the DEPARTMENT deems appropriate in the event the GRANTEE fails to comply with the conditions of this Agreement as described, or fails to provide public benefits as indicated in the PROJECT application, proposal description, or this Agreement. In addition, should the GRANTEE fail to comply with the conditions of this Agreement, fail to progress due to nonappropriation of funds, or fail to progress with or complete the PROJECT to the satisfaction of the DEPARTMENT, all obligations of the DEPARTMENT under this Agreement may be terminated, including further PROJECT cost payment.

16. Not to discriminate against any employee or applicant for employment because of age, race, religion, color, disability, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation, arrest or conviction record or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the GRANTEE further agrees to take affirmative action to ensure equal employment opportunities. The GRANTEE agrees to post in a conspicuous place available for employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause.
17. To cooperate fully with an audit of the grant and the work on the PROJECT, if so requested.
18. To document all the uses of the grant proceeds, and maintain adequate books and accounts in accordance with generally accepted accounting principles consistently applied. GRANTEE shall permit any representative of DEPARTMENT, at any reasonable time, to inspect, audit and examine such books and inspect the properties of GRANTEE and shall maintain documentation on the use of the grant proceeds for a minimum of three (3) years after the completion of remediation activities supported by the grant, or for the length of the grant, whichever is greater, except that records that are subject to audit findings shall be retained three (3) years after such findings have been resolved, and all such records and supporting documents shall be made available, upon request, for inspection or audit by the DEPARTMENT or its representatives.
19. To maintain documentation until the completion of any litigation, claim, negotiation, audit or other action involving those documents or for the record retention period set above, whichever is longer. GRANTEE shall seek the written approval of the DEPARTMENT prior to disposing of records.
20. To notify the DEPARTMENT when the PROJECT is complete. The notice shall contain certification or documentation that the eligible activities are completed and have been performed in accordance with the terms of this Agreement. This grant closeout documentation shall summarize the actions taken, the resources committed, the problems encountered in completion of the PROJECT, if any, identify any institutional controls required, and document that the cleanup is complete and is protective of human health and the environment. This documentation shall be submitted to the DEPARTMENT designated Environmental Project Manager for review and comment.
21. To obtain a close out letter under ch. NR 726, Wis. Adm. Code, or a Certificate of Completion under s. 292.15, Wis. Stats., for the PROPERTY or other approved liability assurance letter acceptable to the GRANTEE.
22. To erect a sign on the PROJECT site stating that the PROJECT is being financed in part by DEPARTMENT and the Ready for Reuse Program, and providing the appropriate contacts for obtaining information on activities being conducted at the site and for reporting suspected criminal activities. The sign erected on the PROJECT site shall comply with the requirements of 40 C.F.R. Part 35, Subpart O (35.6105(a)(2)(ii)) and all requirements of the state and local laws applicable to on-premise outdoor advertising, and be posted on the PROPERTY within 30 days of signing this Agreement. The sign shall be posted in a publicly visible location.
23. That it is expressly understood that a failure or delay on the part of the GRANTEE in the performance, in whole or in part, or any of the terms of this Agreement, if such failure is attributable to an Act of God, fire, flood, riot, insurrection, embargo, emergency or governmental orders, regulations, priority, or other limitations or restrictions, or other similar unforeseen causes beyond the reasonable control of such party, the failure or delay shall not constitute a breach or default under this Agreement, however, the GRANTEE shall use its best effort to insure that the PROJECT is completed in a reasonable time without unnecessary delay.
24. And understands that any use of the PROPERTY or any activity thereon which is inconsistent with the foregoing provisions is expressly prohibited.

IV. The DEPARTMENT agrees:

1. To obligate to the GRANTEE the amount of \$250,000, and to tender to the GRANTEE that amount as long as the GRANTEE or another Local Governmental Unit provides matching funds of at least 22% of the grant amount.

2. To supply the GRANTEE with all necessary state and federal reporting forms.
3. That the GRANTEE shall have sole control of the method, hours worked, and time and manner of any performance under this Agreement other than as specifically provided herein. The DEPARTMENT reserves the right to inspect the job site or premises for insuring that the performance is progressing or has been completed in compliance with the Agreement. The DEPARTMENT takes no responsibility of supervision or direction of the performance of the Agreement to be performed by the GRANTEE or the GRANTEE's employees or agents. The DEPARTMENT further agrees that it will exercise no control over the selection and dismissal of the GRANTEE'S employees or agents.
4. That Doug Joseph – WCR has been designated by the DEPARTMENT as the Environmental Project Manager, who shall review and approve the proposed cleanup and coordinate the work to be performed using grant funds, and will review the GRANTEE'S remedial planning, design, and engineering documents and review the cleanup activities as they are on-going to ensure that the cleanup is being completed in accordance with all local, state, and federal requirements and is protective of human health and the environment.

V. Special Conditions

1. Grant Reimbursement

The GRANTEE may request a maximum of one reimbursement payment per month, on form #4400-243, provided by the DEPARTMENT and shall include documentation of work completed and eligible costs and match incurred by the GRANTEE.

The GRANTEE must provide the match percentage indicated on the first page of this contract at each payment request. Grant payments are contingent upon review by the DEPARTMENT and may be adjusted if costs are determined to be ineligible.

The DEPARTMENT may withhold ten percent of the total grant amount stated in this contract for final payment. The final payment request shall be made on form #4400-243, provided by the DEPARTMENT.

The grant funds shall be payable to the GRANTEE as reimbursement for allowable expenses incurred based upon the progress of the work and in accordance with the approved PROJECT Budget (Exhibit B) attached hereto and made a part hereof. No reimbursement shall be made to the GRANTEE without the written approval of the DEPARTMENT.

Final Report

The GRANTEE shall complete a Final Report on form #4400-253, available from the DEPARTMENT documenting the activities completed with the funds awarded under this Agreement. The GRANTEE shall submit a copy of any Site Investigation (SI) reports or Remedial Action Plans (RAPs) funded by this loan as a component of the final report on loan activities required by the DEPARTMENT. The report shall be submitted to the DEPARTMENT along with the final request for reimbursement under this grant Agreement.

2. Quarterly Progress Reports

The GRANTEE shall furnish brief written progress reports to the DEPARTMENT on a quarterly basis during the cleanup. The reports are due on April 15, July 15, October 15 and January 15 of each year.

3. Changes to PROJECT Scope or Budget

The GRANTEE shall conduct all the activities listed in the "Scope and Description of Grant Activities" section of this Agreement. If the GRANTEE requests a modification to the scope and description of the grant activities to be conducted, the GRANTEE shall submit a request for an amendment to this Agreement in writing to the DEPARTMENT before the end date of this Agreement. Such a request must be submitted before any

modifications are conducted other than those listed in this Agreement. Amendments are subject to DEPARTMENT approval and availability of funds. No additional work or expense may be undertaken until approval is received, in writing, for the scope or budget change.

If the GRANTEE determines that they will not need to use the full amount of their grant award, the GRANTEE shall notify the DEPARTMENT in writing as soon as possible such that excess funds may be allocated to another project.

4. GRANTEE In-Kind Cost Documentation

This grant may be used to pay the actual costs to conduct the site-specific grant eligible activities, even if the work was conducted directly by the local government that received the grant. In order for in-kind costs to be reimbursed or count as matching funds, the GRANTEE shall provide adequate documentation of staff time, equipment use, and other eligible costs. Any staff overtime charges must be approved by the DEPARTMENT prior to the work being conducted. The GRANTEE shall make the request in writing that includes a justification as to why overtime is necessary and a private company estimate for the work. Equipment rental rates may not exceed the county machinery rates established annually by the Department of Transportation. The GRANTEE shall clarify whether the GRANTEE is requesting DEPARTMENT reimbursement or if the in-kind documentation is to apply to the 22% match.

5. Site Access

The GRANTEE shall have legal and physical access to the site or facility to conduct all the activities described in the "Scope and Description of Grant Activities" section of this Agreement before this Agreement is executed. If circumstances change resulting in reduction of access, the GRANTEE shall notify the DEPARTMENT immediately in writing.

6. Site Investigation and Remedial Action Plan

A ch. NR 716, Wis. Adm. Code, site investigation and a ch. NR 722, Wis. Adm. Code, remedial action plan must be approved by the DEPARTMENT before the GRANTEE can obtain reimbursement from this grant. If the site investigation and remedial action plan have not already been approved, the GRANTEE shall submit those reports to the DEPARTMENT'S Environmental Project Manager for review and approval. If a site investigation report and/or remedial action plan is not approved by the Project Manager and further work is necessary for the activity to satisfy the appropriate regulatory requirements, then the additional work must be conducted in order for that report or plan to be approved and eligible PROJECT costs to be reimbursed. Costs incurred to conduct site investigation activities shall not be reimbursed by this grant. Costs to prepare the remedial action plan can be reimbursed by this grant if included in the "Scope and Definitions of Grant Activities" section of this Agreement.

7. Assessment and Investigation Activities

Lead surveys are not reimbursable under this grant as part of a Phase II ESA.

All investigative wastes, as defined in s. NR 716.03(4), Wis. Adm. Code, will be properly stored and disposed of in accordance with applicable regulations in chs. NR 500 to 590 and chs. NR 600 to 690, Wis. Adm. Code. Disposition of investigative wastes by the GRANTEE must occur within six (6) months of generation of wastes.

Abandonment of any wells or drillholes must be completed in accordance with s. NR 812.26 or s. NR 141.25, Wis. Adm. Code. Abandonment forms (Form 3300-005 and/or 3300-5B) must be submitted within sixty (60) days after the wells or drillholes have been abandoned. The date and recipient of the forms shall be noted in the final report.

8. Remedial Actions

All investigation and remedial actions conducted as part of this grant shall follow the procedures and requirements included in s. 292.11, Wis. Stats., and ch. NR 140, Wis. Adm. Code and the NR 700 rule series. Remedial actions eligible for funding are those consistent with the definition in s. NR 700.03(48), Wis. Adm. Code, and those

described in the "Scope and Definitions of Grant Activities" section of this Agreement. Nothing in this Agreement shall entitle the GRANTEE or any other party involved with the PROJECT to any special rights, privileges, liability exemptions, or obligations regarding their responsibility to undertake remedial actions under s. 292.11, Wis. Stats., or any other state or federal environmental laws.

9. Fees

If the GRANTEE requests the DEPARTMENT to conduct any technical reviews of reports, including the Site Investigation Report, Remedial Action Plan, and other reports, letters or approvals, the review is subject to the fee schedule described in chs. NR 749 or NR 750, Wis. Adm. Code. These fees are eligible for reimbursement if incurred during the grant Agreement period.

10. Hazardous Substances

Hazardous substances shall be analyzed and disposed of in accordance with all applicable requirements in ch. NR 700 series, Wis. Adm. Code.

11. Petroleum or Hazardous Substance Storage Tank Removal

All petroleum or hazardous substance storage tank removal(s) shall be conducted in accordance with ch. SPS 310, Wis. Adm. Code.

Any wastes generated during the removal and cleaning of the tanks shall be analyzed and managed in accordance with all applicable requirements in the ch. NR 500 and ch. NR 600 series, Wis. Adm. Code. The Grantee shall submit a copy of any report that summarizes work done with regards to petroleum or hazardous substance storage tank removal(s) as a result of grant activities to the DEPARTMENT as a component of the final report.

VI. Signatures

The person signing for the Grantee represents that he or she is authorized to execute this Agreement and bind the Grantee, either by a duly adopted resolution or otherwise. The foregoing offer is hereby accepted on behalf of the Grantee. The Grantee promises to execute the purchases and activities funded in part by this grant in strict accordance with the terms and conditions of this Agreement.

**CITY OF LACROSSE
AUTHORIZED REPRESENTATIVE**

By _____

*Mathias Harter, Mayor
City of LaCrosse, Wisconsin*

(Date)

**STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES
FOR THE SECRETARY**

By _____

*Mark F. Giesfeldt, P.E., Director
Bureau for Remediation and Redevelopment*

(Date)

List of Exhibits

- A. BRRTS Printout for the PROPERTY**
- B. PROJECT Budget Sheet Summary**
- C. PROJECT Manager Summary Page**
- D. US EPA Revolving Loan Fund (RLF) Terms and Conditions for 2010**

DRAFT

EXHIBIT A

BRRTS PRINTOUT FOR THE PROPERTY

DRAFT

EXHIBIT B

PROJECT BUDGET SHEET SUMMARY

**City of LaCrosse
Former Patros Steel Supply
RRG-029**

Approved Activity Name	Eligible Costs	Matching Costs	Total Cost
Preparation/Finalization of RAP	\$5,000	\$5,000	\$10,000
Public Participation costs	\$2,500	\$2,500	\$5,000
Soil Excavation	\$50,000	\$50,000	\$100,000
Soil Transportation & Disposal	\$115,000	\$115,000	\$230,000
Soil Treatment	\$45,000	\$45,000	\$90,000
Soil Confirmation Testing	\$12,500	\$12,500	\$25,000
Post Remedial Groundwater Monitoring (Short Term)	\$15,000	\$15,000	\$30,000
Remediation Oversight		\$35,000	\$35,000
Health & Safety Site Monitoring	\$2,500	\$2,500	\$5,000
DNR Fees	\$2,500 (VPLE)	\$2,500	\$5,000
Other eligible costs: DNR/U.S.ACOE chapter 30/404 permit fees		\$1,000	\$1,000
TOTAL	\$250,000	\$286,000	\$536,000

EXHIBIT C

PROJECT MANAGER SUMMARY PAGE

Name of Grantee
Name of Project
Grant Number

- 1. PROJECT DESCRIPTION**
- 2. ELIGIBLE ACTIVITIES**
- 3. INELIGIBLE ACTIVITIES**
- 4. ADDITIONAL NOTES**

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EXHIBIT D

US EPA Revolving Loan Fund (RLF) Terms and Conditions for 2010

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