

	U.S. ENVIRONMENTAL PROTECTION AGENCY Assistance Amendment	GRANT NUMBER (FAIN): 00E01070	DATE OF AWARD
		MODIFICATION NUMBER: 1	11/15/2012
		PROGRAM CODE: V	MAILING DATE
		TYPE OF ACTION No Cost Amendment	11/15/2012
RECIPIENT TYPE: Municipal		Send Payment Request to: Las Vegas Finance Center	
RECIPIENT:		PAYEE:	
City of Chicago 30 N. LaSalle St., Suite 2500 Chicago, IL 60602 EIN: 36-6005820		City of Chicago 30 N. LaSalle St. Chicago, IL 60602	
PROJECT MANAGER	EPA PROJECT OFFICER	EPA GRANT SPECIALIST	
Eamon Reilly 30 N. LaSalle St., Suite 200 Chicago, IL 60602 E-Mail: eamon.reilly@cityofchicago.org Phone: (312) 744-9139	Isalee Coleman 77 West Jackson Blvd., SE-5J Chicago, IL 60604-3507 E-Mail: Coleman.Isalee@epa.gov Phone: 312-886-7597	Donna Stingley Assistance Section, MC-10J E-Mail: Stingley.Donna@epa.gov Phone: 312-353-1677	
PROJECT TITLE AND EXPLANATION OF CHANGES City of Chicago - Tronox/Streeterville Removal Scope of Work (Major); Terms & Conditions (Major); To address thorium contamination which exceeds the United States Environmental Protection Agency's cleanup level of 7.1 picocuries/gram for the Lindsay Light II Superfund Site. Within that site, EPA has defined a specific area in the Streeterville part of Chicago as the Streeterville Thorium Investigation Area. These funds will assist the City of Chicago in addressing thorium contamination found in the City of Chicago's right-of-way (sidewalks, streets, parkways, etc.) in that specific area. This no cost amendment reflects a revision in the Scope of Work and updates the following Terms and Conditions; 4(g) Termination of Special Account Disbursements and 4(i) Balance of Special Account Funds.			
BUDGET PERIOD 09/01/2012 - 08/31/2017	PROJECT PERIOD 09/01/2012 - 08/31/2017	TOTAL BUDGET PERIOD COST \$2,558,227.00	TOTAL PROJECT PERIOD COST \$2,558,227.00
NOTICE OF AWARD			
Based on your Application dated 10/29/2012 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$. EPA agrees to cost-share 100.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$2,558,227. 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 Mail Code MCG10J 77 West Jackson Blvd. Chicago, IL 60604-3507		U.S. EPA, Region 5 Superfund Division 77 West Jackson Blvd., S-6J Chicago, IL 60604-3507	
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY			
Digital signature applied by EPA Award Official Sharon Green - Chief Assistance Section			DATE 11/15/2012

Budget Summary Page

Table A - Object Class Category (Non-construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$323,163
2. Fringe Benefits	\$135,244
3. Travel	\$0
4. Equipment	\$117,250
5. Supplies	\$265,000
6. Contractual	\$1,717,570
7. Construction	\$0
8. Other	\$0
9. Total Direct Charges	\$2,558,227
10. Indirect Costs: % Base	\$0
11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %.)	\$2,558,227
12. Total Approved Assistance Amount	\$2,558,227
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$0
15. Total EPA Amount Awarded To Date	\$2,558,227



Administrative Conditions

All Administrative Conditions Remain the Same

Programmatic Conditions

The following Programmatic term and condition has been modified:

4. Reimbursement Term and Condition for City of Chicago Cooperative Agreement

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

b. Agreement to Disburse Special Account Funds. Subject to the terms and conditions set forth in this Cooperative Agreement, EPA agrees to make the Streeterville ROWs payment received pursuant to Paragraph 117 subsection g. of the Consent Decree, including Interest Earned thereon (For purposes of Paragraph b, above, "Interest Earned" shall mean interest earned on the Streeterville ROWs Distribution from the date it is received by EPA. "Interest Earned" shall be computed monthly at a rate based on the annual return on investments of the Hazardous Substance Superfund. The applicable rate of interest shall be the rate in effect at the time the interest accrues), available for disbursement to the City of Chicago from the Streeterville ROWs Special Account as partial reimbursement for the performance of work performed in accordance with the EPA approved workplan(s) for this Cooperative Agreement ("Work").

c. Timing of Disbursement of Special Account Funds. Within ninety (90) days of EPA's receipt of a Cost Summary and Certification, as defined by Paragraph d, below, or if EPA has requested additional information under Paragraph d, below or a revised Cost Summary and Certification under Paragraph e, below, within sixty (60) days of receipt of the additional information or revised Cost Summary and Certification, EPA shall disburse funds from the Streeterville ROWs Special Account subject to the conditions set forth in this term and condition.

d. Requests for Disbursement of Special Account Funds. The City of Chicago may periodically, but no more often than monthly, submit to EPA a Cost Summary and Certification, which shall include: (i) a written summary of costs incurred and paid by the City of Chicago for Work performed under this Cooperative Agreement over a specified period of time; and (ii) the following statement signed by the City of Chicago's comptroller:

"To the best of my knowledge, and after thorough investigation and review of the supporting documentation provided to me by the City of Chicago, I certify that the information contained in or accompanying this submittal is true, accurate, and complete. I am aware that there are significant penalties for knowingly submitting false information, including the possibility of fine and imprisonment."

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

e. Recalculation of Costs. If EPA determines that a Cost Summary and Certification includes a mathematical accounting error, costs excluded under Paragraph f, below, costs that are inadequately documented, or costs submitted in a prior Cost Summary and Certification, EPA will notify the City of Chicago specifying the EPA's exceptions to the submittal and allow it to submit a revised Cost Summary and Certification. If the City of Chicago fails to submit a revised Cost Summary and Certification within thirty (30) days of being given notice of the opportunity to do so, EPA will recalculate the amount eligible

for disbursement for that submission and disburse the corrected amount in accordance with Paragraph c above.

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

g. **Termination of Special Account Disbursements.** EPA's obligation to disburse funds from the Streeterville ROWs Special Account pursuant to the Consent Decree and this Cooperative Agreement shall terminate upon EPA's determination that the City of Chicago: (a) has knowingly submitted a materially false or misleading Cost Summary and Certification; and/or (b) has submitted a materially inaccurate or incomplete Cost Summary and Certification, and has failed to correct that Cost Summary and Certification within thirty (30) days after being given notice of the opportunity to do so. EPA's obligation to disburse funds from the Streeterville ROWs Special Account for a Particular Cost Summary and Certification from the City of Chicago shall also terminate upon EPA's assumption of performance of that particular Work required under the Cooperative Agreement, when such assumption is not challenged by the City of Chicago, or, if challenged, is upheld in EPA's favor pursuant to any applicable dispute resolution provisions for this Cooperative Agreement.

h. **Recapture of Special Account Disbursements.** Upon the termination of disbursements pursuant to Paragraph g, above, if EPA has previously disbursed funds from the Streeterville ROWs Special Account for activities that are specifically related to the reason for termination (e.g., if a materially false or misleading submission is discovered after the disbursement of funds based on that submission), EPA shall submit a bill to the City of Chicago for any disbursed amount which is specifically related to the reason for termination, plus Interest for purposes of Paragraph h, above, "Interest," shall mean interest at the rate specified for interest on investments of the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a). The applicable rate of interest shall be the rate in effect at the time the interest accrues. The rate of interest is subject to change on October 1 of each year. on that amount covering the period from the date of disbursement of the funds by EPA to the date of repayment of the funds by the City of Chicago. Within thirty (30) days of receipt of EPA's bill, the City of Chicago shall pay the billed amount by a certified or cashier's check(s). The check(s) shall be made payable to "EPA Hazardous Substance Superfund" and shall reference the name and address of the party making payment, EPA Site/Spill Identification Number 05YT and Department of Justice Case Number 90-11-3-09688. The payment shall be sent to:

United States Environmental Protection Agency, Region 5
Attention: Program Accounting and Analysis Section; Comptroller Branch
P.O. Box 70753
Chicago, Illinois 60673

Upon receipt of payment, EPA may deposit all or any portion thereof in the Streeterville ROWs Special Account of the Hazardous Substance Superfund. EPA's determination of where to deposit or how to use the funds shall not be subject to challenge by the City of Chicago.

i. **Balance of Special Account Funds.** After EPA issues its written Certification of Completion of the removal action pursuant to the work plan(s) of this Cooperative Agreement, and after

EPA completes all disbursements to the City of Chicago in accordance with this Cooperative Agreement, if any funds remain in the Streeterville ROW Special Account, EPA may transfer such fund first to the Lindsay Light II Special Account and then to the Hazardous Substance Superfund.

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

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

All Other Programmatic Conditions Remain the Same

