

US EPA ARCHIVE DOCUMENT

CLOSEOUT AGREEMENT BETWEEN UNITED STATES ENVIRONMENTAL
PROTECTION AGENCY, REGION 1 AND THE CITY OF BRIDGEPORT CONCERNING
CLOSEOUT OF ASSISTANCE AGREEMENT BF98191001

I. Introduction

This agreement presents the closeout procedures for EPA Brownfields Revolving Loan Fund (RLF) assistance agreement number: BF981910011 awarded under CERCLA 104(k), and sets forth the terms and conditions for continued management and use of program income that is generated post-closeout. This closeout agreement has been prepared in accordance with the provisions of 40 C.F.R. Part 31.

As of the effective date of this signed Closeout Agreement, EPA acknowledges that the City of Bridgeport has met the substantive requirements of this RLF assistance agreement, and the City of Bridgeport agrees to take over the management of all post-closeout program income, and use and track those funds in accordance with the requirements of this Closeout Agreement.

II. Required Assistance Agreement Closeout Documents and Reports

Within 90 days after the completion date of assistance agreement number BF98191001, the following documents and reports must be provided to EPA:

1. Final Financial Status Report (SF-269, long form)
2. Final Lobby and Litigation Certificate (EPA Form 5700-53)
3. Final Minor-Owned Business Enterprise/Women-Owned Business Enterprise Report (EPA Form 5700-52A)
4. Final Report, including:
 - a. A cover page including: the grant recipient's organization, the annual report number (i.e., 1, 2, or 3), the dates of the reporting period, the person/organization preparing the report, and the date of submission.
 - b. A summary of all loans and/or subgrants made during the performance period of the assistance agreement, and the status of each as of the effective date of this closeout agreement.
 - c. All cleanup reports and cleanup complete documentation that are completed as of the effective date of this closeout agreement. Also provide a list of all reports and documentation still pending as of the effective date of this closeout agreement.
 - d. A final budget summary table for the grant
 - e. A list of all relevant Property Profile Forms that have been updated in ACRES

III. Program Income

1. Accrued program income (in the form of loan principle repayments, interest payments, and program fees) remaining as of the effective date of the final Financial Status Report must be returned to the Agency in accordance with 40 C.F.R. 31.50(d)(2).
2. All future program income (from all current and future loans and subgrants) accrued after the effective date of the final Financial Status Report, shall be considered “retained program income”. All retained program income must be managed separately, so it may easily be tracked, and shall be made available for continued operation of a Revolving Loan Fund for Brownfields cleanups and/or other Brownfields activities (as specified in Section III.5 below).
3. Brownfields cleanups or assessments financed with retained program income must be consistent with Brownfields eligibility provisions and site eligibility limitations contained in the terms and conditions of the original assistance agreement BF98191001.
4. As provided in 40 C.F.R. 31.25(h), all other federal requirements do not apply to the activities funded with the retained program income.
5. EPA encourages that the primary use of retained program income be for providing loans for Brownfields cleanups. In addition to Brownfields cleanup loans, retained program income may also be used to fund the following Brownfields activities:
 - a. Cleanup Subgrant agreements,
 - b. Phase I Environmental Site Assessments performed in accordance with EPA All Appropriate Inquiries Final Rule or ASTM E1527-05 (or the most current version),
 - c. Phase II Environmental Site Assessments and cleanup planning activities, and
 - d. Programmatic costs to manage and oversee the work being performed.
6. All assessment and cleanup work funded with retained program income must continue to be performed in accordance with state environmental rules and regulations, and all cleanup sites must be enrolled in the appropriate state voluntary cleanup program.
7. Retained program income shall not be used for site inventory work and meeting cost share requirements for federal and state grants.

IV. Continued Post-Closeout Reporting Requirements

1. Annual Reports shall be required for the first 5 years following the effective date of this closeout agreement. The annual report shall include the following information:
 - a. A cover page including: the grant recipient’s organization, grant number, the annual report number (i.e., 1, 2 or 3), the dates for the reporting period, the persons/organizations preparing and submitting the report, and the date of the report

submission.

- b. A summary of the activities conducted during the reporting period, a list of reports and documents generated during the reporting period, and a budget summary table reflecting the expenses incurred and program income received.
- c. Site data consistent with information requested in current Property Profile Forms or a list of sites created and/or updated in the ACRES database.

V. Continuing Records Retention Requirements

The grant recipient must maintain adequate accounting records for how retained program income is managed and spent as well as all other appropriate records and documents related to the activities conducted using retained program income.

All records and documents must be retained for a period of three (3) years following termination of this closeout agreement per Section VI below.

VI. Termination of this Agreement

Termination of this closeout agreement occurs when all retained program income has been expended. The grant recipient shall notify the Agency in writing when this occurs and certify that all funds have been expended in accordance with the terms and conditions of this closeout agreement. The notification should provide the relevant grant information specified in Section IV item 1.a of this agreement. The Agency has 90-days from receipt of this notification to submit any objections to the termination of this closeout agreement. If the Agency does not object within that time period, then this closeout agreement will terminate with no further action.

VII. Modifications

This closeout agreement can only be modified in writing by agreement of the EPA and the grant recipient. Oral or unilateral modifications shall not be effective or binding.

VIII. Enforcement of this Agreement

If the grant recipient expends retained program income in a manner inconsistent with this Closeout Agreement, then the Agency may take actions authorized under 40 C.F.R. Section 31.43.

IX. Severability

If any provisions of this Closeout Agreement are invalidated by a court of law, the parties shall remain bound to comply with the provisions of this Closeout Agreement that have not been invalidated.

X. Points of Contact

1. The point of contact at the City of Bridgeport for all items in this Closeout Agreement shall be:

Edward Lavernoich
Office of Planning and Development
City of Bridgeport
999 Broad Street
Bridgeport, CT 06604
203-576-7221
edward.lavernoich@bridgeportct.gov

2. The point of contact at EPA for all items in this Closeout Agreement shall be:

Dorrie Paar
Brownfields Project Officer
Office of Site Remediation & Restoration
US Environmental Protection Agency, Region 1
5 Post Office Square, Suite 100
Mail Code OSRR07-2
Boston, MA 02109-3912
617-918-1432
paar.dorrie@epa.gov

XI. Signatures

This Closeout Agreement becomes effective on the date of the signature of the U.S. EPA award approval official.

On behalf of the City of Bridgeport:

Edward Lavernoich
Deputy Director
Office of Planning & Economic Development
City of Bridgeport
999 Broad Street
Bridgeport, CT 06604
203-576-7221
edward.lavernoich@bridgeportct.gov

Date: _____

On behalf of EPA:

James T. Owens
Director, Office of Site Remediation and Restoration
US Environmental Protection Agency, Region 1
5 Post Office Square, Suite 100
Mail Code OSRR07-5
Boston, MA 02109-3912

Date: _____

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Attachment A

1. Background
 - a. On September 29, 1997, EPA awarded assistance agreement BL99125601 under CERCLA Section 104(d) to the City of Bridgeport for \$350,000 with a project completion date of September 30, 2002.
 - b. The purpose of assistance agreement BL99125601 was to capitalize a brownfields revolving loan fund. Monies in this assistance agreement were available as loans to eligible recipients for cleanup work on brownfields sites.
 - c. On September 13, 1999, assistance agreement BL99125601 was amended to add \$110,000 in supplemental funding and to extend the project period to September 30, 2004.
 - d. On September 8, 2003, assistance agreement BL99125601 was transitioned under CERCLA Section 104(k) to assistance agreement BF98191001 in the amount of \$371,603.24 (the available amount remaining on BL99125601 at the time of transition) with a project completion date of September 30, 2006. The ability to transition RLF assistance agreements is set forth in CERCLA Section 104(k)(3)(D).
 - e. On April 24, 2005, assistance agreement BF98191001 was amended to add \$400,000 in supplemental funding (Amendment 1).
 - f. On May 16, 2006, assistance agreement BF98191001 was amended to extend the project period to September 30, 2007 (Amendment 2).
 - g. On June 5, 2007, assistance agreement BF98191001 was amended to extend the project period to September 30, 2008 (Amendment 3).
 - h. EPA and the City of Bridgeport agree to memorialize the terms of their Closeout Agreement on how the City of Bridgeport will use the retained program income they will receive after closeout of assistance agreement BF98191001.

2. Representations of the City of Bridgeport
 - a. EPA Funds. As of the date of this Closeout Agreement,
 - i. \$860,000.00 has been awarded to capitalize a brownfields revolving loan fund.
 - ii. \$859,999.76 has expended on 2 loan(s) to qualified borrower(s) for:
 1. \$350,000.00 - Seaview Industrial Park, 480 Bunnell Street.
 2. \$509,999.76 - Northeast Builders Supply & Home Center, 1558 Barnum Avenue.
 - iii. \$0.00 has been expended on other eligible programmatic costs.
 - iv. \$0.24 remains unexpended and was de-obligated from the assistance agreement.
 - b. Program Income. As of the date of this Closeout Agreement,
 - i. \$0.00 in program income has been generated from loans made with the funds from this assistance agreement.
 - ii. \$0.00 in program income has been expended on loans to a qualified borrower and on other eligible costs.
 - iii. \$0.00 in program income remains unexpended and will be returned to the EPA.