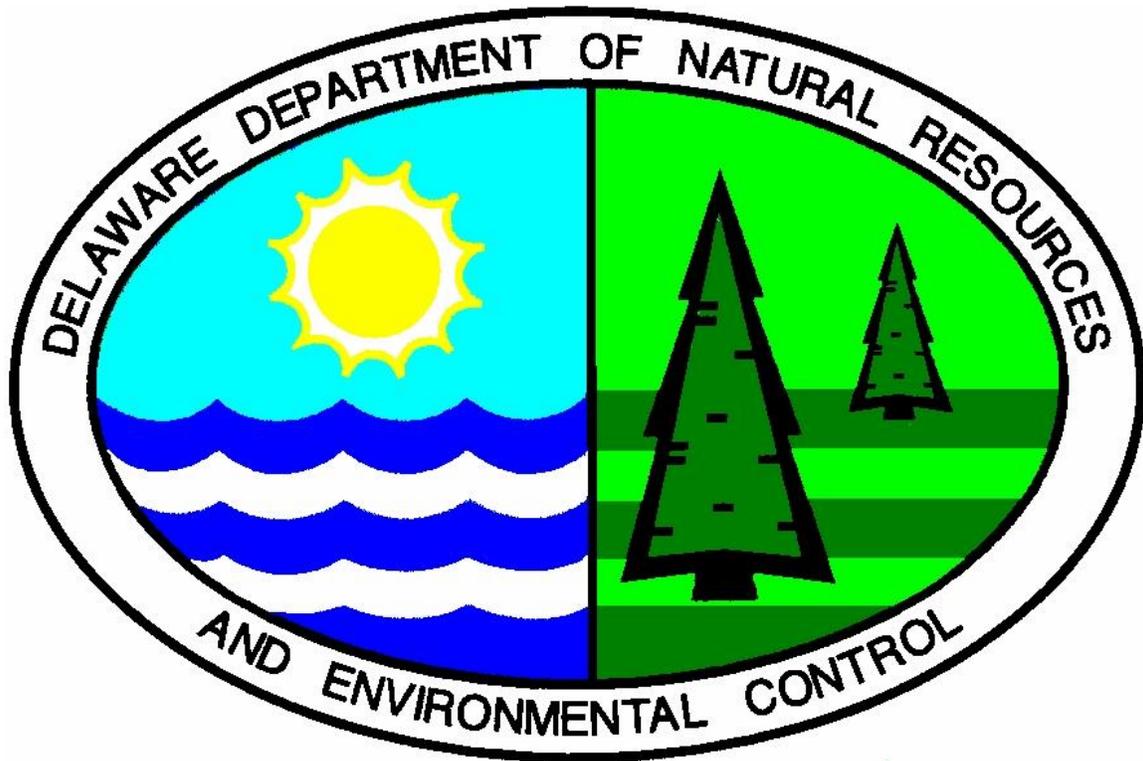


# STATE OF DELAWARE

## Brownfield Grant Eligible Expenses Guidance and Reimbursement Application Instructions



State of Delaware  
Department on Natural Resources and Environmental Control (DNREC)  
Division of Waste & Hazardous Substances  
Site Investigation & Restoration Section  
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**Delaware Department of Natural Resources and Environmental Control**  
**Division of Waste & Hazardous Substances**  
**Site Investigation and Restoration Section**

**Brownfields Grant Eligible Expenses Guidance**

This Brownfields Grant Eligible Expenses document, as guidance for the “Hazardous Substance Cleanup Act (HSCA) Policy on Brownfield Grants,” lists those costs that are considered reimbursable and those that are non-reimbursable to a Brownfield developer or a party entering into a Brownfield Development Agreement (BDA) with the Department. Reimbursement claims submitted to the Department must be prepared using the task codes and forms provided in this document, and all appropriate backup documentation must be provided, including subcontractor invoices and daily accounting of consultant time on the project (i.e., timesheets). DNREC will remove undocumented time on any invoices that the Department receives. That is to say if there are not timesheets to show the hours worked, the costs will not be reimbursed. Additionally, all expenses submitted for reimbursement must be in compliance with current HSCA statute. At any time DNREC may require that a full financial audit be performed on any grant recipient.

The Department will reimburse for a project’s environmental and limited ~~Operation and Maintenance (O&M)~~ Long Term Stewardship (LTS) costs **only**. Environmental costs are defined as all necessary and reasonable expenses relating to addressing the environmental conditions on a site including, but not limited to, due diligence activities, investigation work, feasibility studies, treatability studies, remedial investigations and development and implementation of Proposed and Final Plans of Remedial Action through to issuance of a Certificate of Completion of Remedy (COCR). ~~O&M~~LTS costs are defined as expenses related to the implementation of DNREC approved ~~O&M~~LTS Plans and related activities subsequent to the issuance of a COCR including, but not limited to, remedial action inspections, soil and groundwater monitoring, and other repairs and improvements critical to the long term sustainability of cleanup efforts. Reimbursement eligibility will not begin until a site is officially certified as a Brownfield Property by the Department. Actual monetary reimbursement will not begin until after a BDA has been entered into and signed. Remediation costs, as specified by a Final Plan of Remedial Action, that have been incurred prior to the Brownfield Developer taking title to the property, will only be reimbursed after the Brownfield Developer takes title to the property. In addition, a COCR will not be issued for a site without proof of payment to consultants, contractors and/or the State for items covered under this guidance.

The approved and non-approved activities listed in this document are not intended to be all inclusive. Other costs may be approved by the Director of the Division of Waste and Hazardous Substances, provided the expenses are in compliance with the HSCA, the Regulations Governing Hazardous Substance Cleanup (Regulations) and guidance issued under the HSCA program and any additional Department cleanup programs such as Underground and Aboveground Storage Tanks and Solid & Hazardous Waste. Some costs incurred by a Brownfield developer or a party entering into a BDA are not reimbursable pursuant to this document. Such non-reimbursable costs include:

1. Preparation of “Application for Certification as a Brownfield”;
2. Attorney fees in excess of \$5,000, unless pre-approved in writing by the Department;
3. Previous assessment activities as defined in this document in excess of \$6,000.00, unless approved in writing by the department;
4. Meetings prior to site certification;
5. Laboratory costs, including mark-up, in excess of rates listed in the attached Maximum Allowable Laboratory Charges document;
6. Demolition of structures, unless otherwise required by the Final Plan or Interim Action;
7. Geotechnical sampling of fill material used to satisfy the Final Plan of Remedial Action;
8. Erosion and Sediment Controls required for normal construction activities, including permits, and Erosion and Sediment Control inspections after a Remedial Action Completion Report has been approved by the Department;
9. Stormwater Management Plan preparation and implementation, including permits;
10. Implementation of O&MLTS Plan after issuance of a Certificate of Completion of Remedy in excess of \$25,000.
11. Slab installation not required by the Final Plan of Remedial Action;
12. Property management fees not related to environmental issues;
13. Any Other Direct Costs (ODC) that are in excess of documented Federal per diem or mileage reimbursement rates. Overnight accommodations and airfare costs will be reimbursed if travel is greater than two hours or otherwise pre-approved by the Department;
14. Any other expenses, including ODCs, not specifically related to environmental cleanup, or implementation of an approved Proposed Plan of Remedial Action, Final Plan of Remedial Action or Interim Action;
15. Meetings with the Department to discuss reimbursement claims; and
16. Any OSHA training costs.

If you have any questions regarding the task codes presented herein, or have a question regarding which task should be used for an activity, please contact the DNREC-Site Investigation and Restoration Section (SIRS) Project Manager for clarification and/or approval prior to submittal of your claim. The DNREC-SIRS telephone number is 302-395-2600.

<b>CODE</b>	<b>TASK</b>
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**Section 1 – Regulatory Costs / Reimbursement Package Preparation**

- |       |                                      |
|-------|--------------------------------------|
| 1.010 | Preparation of Reimbursement Package |
| 1.020 | DNREC-SIRS Oversight                 |

**Section 2 – Pre-Assessment Activities**

- |       |  |
|-------|--|
| 2.010 | Previous Assessment Activities                               |
| 2.015 | Conceptual Site Model & Sampling and Analysis Plan (CSM-SAP) |
| 2.020 | Scoping Meeting  |
| 2.030 | Health & Safety Plan   |

**Section 3 – Site Investigation / Release Confirmation**

- |       |   |
|-------|---|
| 3.010 | Labor - Consultant Coordination and Oversight Associated with Section 3 |
| 3.020 | Travel, Supplies, Equipment or Incidental Costs Relating to Section 3   |
| 3.030 | Collection of Environmental Media Samples                               |
| 3.040 | Drilling Subcontractor Costs  |
| 3.050 | Laboratory Costs – Brownfield Investigation                             |
| 3.060 | Asbestos and/or Lead Based Paint Survey                                 |
| 3.070 | Wetland Delineation   |
| 3.080 | Other Site Investigation Costs – Please Specify                         |

**Section 4 – Waste Characterization, Removal, Transport & Disposal**

- |       |  |
|-------|--|
| 4.010 | Labor - Consultant Coordination and Oversight Associated with Section 4      |
| 4.020 | Travel, Supplies, Equipment or Incidental Costs Relating to Section 4        |
| 4.030 | Removal of Hazardous Substances or Materials                                 |
| 4.040 | Waste Material Characterization  |
| 4.050 | Labor - Confirmatory Sampling for Contaminated Materials Removal             |
| 4.060 | Laboratory Costs – Waste Material Characterization and Confirmation          |
| 4.070 | Transport & Disposal Costs for Contaminated Materials Removal                |
| 4.080 | Other Waste Characterization, Removal, Transport & Disposal – Please Specify |

**Section 5 – Dewatering**

- |       |   |
|-------|---|
| 5.010 | Labor - Consultant Coordination and Oversight Associated with Section 5 |
| 5.020 | Travel, Supplies, Equipment or Incidental Costs Relating to Section 5   |
| 5.030 | Excavation Dewatering Not Associated with Site Construction             |
| 5.040 | Storage Tank Rental   |
| 5.050 | Laboratory Costs – Waste Water Characterization                         |
| 5.060 | Transport & Disposal Costs Associated with Dewatering                   |
| 5.070 | Other Dewatering – Please Specify                                       |

**Section 6 – Filling/Capping**

- |       |   |
|-------|---|
| 6.010 | Labor - Consultant Oversight and Coordination Associated with Section 6 |
| 6.020 | Travel, Supplies, Equipment or Incidental Costs Relating to Section     |

- 6.030 Fill Material and Placement
- 6.040 Impervious Surfaces (asphalt, concrete, etc.)
- 6.050 Bed Utility Trenches and Place Geotextile Fabric
- 6.060 Construction and Maintenance of Haul Roads for Fill/Cap Placement
- 6.070 Marker Fabric and Placement
- 6.080 Other Filling/Capping – Please Specify

**Section 7 – Erosion and Sediment Control**

- 7.010 Labor - Consultant Oversight and Coordination Associated with Section 7
- 7.020 Travel, Supplies, Equipment or Incidental Costs Relating to Section 7
- 7.030 Silt Fence in Excess of Construction Requirements
- 7.040 Other Erosion and Sediment Control – Please Specify

**Section 8 – Underground and Above Ground Storage Tanks**

- 8.010 Labor for Consultant Oversight and Coordination Associated with Section 8
- 8.020 Travel, Supplies, Equipment or Incidental Costs Relating to Section 8
- 8.030 Removal of UST/AST
- 8.040 Disposal of UST/AST
- 8.045 Laboratory Costs – UST/AST Removal Activities
- 8.050 Remedial Costs Associated with UST/AST
- 8.060 Other UST/AST Costs – Please Specify

**Section 9 – Soil Remedial Actions**

- 9.010 Labor - Consultant Oversight and Coordination Associated with Section 9
- 9.020 In-Situ Stabilization/Treatment
- 9.030 Subsurface Containment Wall or Cell
- 9.040 Vapor Intrusion Control System
- 9.045 Asbestos/Lead Abatement
- 9.050 Other Innovative Technologies
- 9.060 Laboratory Costs – Soil Remedial Actions

**Section 10 – Reports**

- 10.010 Brownfield Investigation Report
- 10.020 Human Health Risk Assessment
- 10.030 Ecological Risk Assessment
- 10.040 Feasibility Study
- 10.050 Interim Action Work Plan
- 10.060 Proposed Plan of Remedial Action
- 10.070 Operations & Maintenance Long Term Stewardship Plan
- 10.075 Remedial Action Work Plan
- 10.080 Contaminated Materials & Water Management Plan (CMWMP)
- 10.090 Remedial Action Completion Report
- 10.100 Environmental Covenants
- 10.110 Other Reports – Please Specify

**Section 11 – Public Relations and Safety**

- 11.010 Public Hearing Preparations and Support

- 11.020 Public Outreach Regarding Environmental Issues
- 11.030 Environmental Construction Coordination Meetings
- 11.040 Fence Installation
- 11.050 Security Guard Services
- 11.060 Environmental Site Orientation and Training
- 11.080 Other Public Relations and Safety – Please Specify

**Section 12 – Capital Expenses, Legal Fees and Miscellaneous**

- 12.010 Capital Expenses
- 12.020 Legal Fees
- 12.030 Other Reimbursable Expenses Not Defined in Sections 1 through 11

**Section 13 – ~~Operation & Maintenance~~/Long Term Stewardship**

- 13.010 Active ~~O&MLTS~~ Requirements and Reports
- 13.020 Repairs/Replacements

**Section 14 – Offsite Groundwater Investigation, Groundwater Remedial Actions, and Associated Groundwater Monitoring**

- 14.010 Labor - Consultant Oversight and Coordination Associated with Section 14
- 14.020 Travel, Supplies Equipment or Incidental Costs Relating to Section 14
- 14.030 Collection of Groundwater Samples
- 14.040 Drilling Subcontractor Costs
- 14.050 In-Situ Groundwater Treatment Technologies
- 14.060 Subsurface Containment Wall or Groundwater Treatment Barrier
- 14.070 Ex-Situ Groundwater Treatment Technologies
- 14.080 Monitored Natural Attenuation
- 14.090 Other Innovative Technologies
- 14.100 Laboratory Costs - Offsite Groundwater Sampling, Groundwater Remedial Actions, and Associated Groundwater Monitoring

Attachment A Maximum Allowable Laboratory Charges

Attachment B Limitations for Groundwater Investigation/Remediation at Brownfield Sites

## **TASK DEFINITIONS**

### **SECTION 1 – REGULATORY COSTS / REIMBURSEMENT PACKAGE PREPARATION\***

#### **1.010**

*Preparation of Reimbursement Package:* Includes time for preparation of a reimbursement package for submittal to DNREC-SIRS. The Department will not reimburse for preparation of reimbursement package amounts in excess of 5% of the total amount reimbursed by the state, subject to the discretion of the Department. In addition, reimbursement packages submitted in amounts less than \$2,000.00 will not be processed unless it is the final reimbursement submittal for the site, or unless the submittal comes at the end of a quarter. An accounting of time spent on this task (i.e. timesheets) must be included as backup. The reimbursement package must include all other necessary backup and supplemental forms as required by this document. Incomplete reimbursement packages will be returned to the preparer for completion or the Department will remove the undocumented costs from the reimbursement package.

~~*\*Note: Unless requested by the Department, consultant or contractor time spent for meetings related to reimbursement claims will not be reimbursed.*~~

#### **1.020**

*DNREC-SIRS Oversight:* DNREC-SIRS oversight costs for brownfield projects are applied to the maximum allowable amount of funding available for any particular project and/or entity. If the maximum allowable amount of eligible funding is exceeded during the project period, then DNREC-SIRS will bill the owner/developer for any additional oversight costs, to be payable to the State of Delaware.

~~*\*Note: Unless requested by the Department, consultant or contractor time spent for meetings related to reimbursement claims will not be reimbursed.*~~

## **TASK DEFINITIONS**

### **SECTION 2 – PRE-ASSESSMENT ACTIVITIES**

#### **2.010**

*Previous Assessment Activities:* Includes Phase I Environmental Site Assessments or Phase II Environmental Site Assessments (or equivalent) if less than 180 days old, and if applicable to the development of a Conceptual Site Model and Sampling Analysis Plan for a site. Assessment information older than 180 days is presumed non-reimbursable. However, site information in excess of 180 days old or over the \$6,000.00 allowable limit may be approved by the Department, with written justification.

#### **2.015**

*Conceptual Site Model & Sampling and Analysis Plan (CSM-SAP):* Includes consultant time for preparation, revision or update to the CSM-SAP in the format provided by DNREC, including background information collection, a summary of the existing data, and information in the CSM and the preparation of the SAP. The SAP includes the initial proposal of sampling locations, number of samples from different media and the type of analysis. DNREC requires that Standard Operating Procedures (SOPs), which are referenced in the SAP, be utilized. The CSM-SAP is submitted prior to a Scoping Meeting and includes review and revisions as a result of communications between DNREC and consultant.

#### **2.020**

*Scoping Meeting:* Includes attendance of the Scoping Meeting for the site. The intent of the Scoping Meeting is to finalize the SAP and make any additions and/or revisions to the CSM based on the input from all the parties.

#### **2.030**

*Health & Safety Plan:* Includes time for the preparation and/or revisions or updated to a site specific Health & Safety Plan.

## **TASK DEFINITIONS**

### **SECTION 3 – SITE INVESTIGATION/RELEASE CONFIRMATION**

#### **3.010**

*Labor – Consultant Coordination and Oversight Associated with Section 3:* Includes costs associated with the coordination of drilling activities, site reconnaissance, preparation of well permit applications and submittal, drilling oversight, monitoring well surveying (if conducted by the consultant) and laboratory coordination. Other consultant coordination and oversight activities related to the Brownfield Investigation and implementation of the approved CSM-SAP not listed separately in this document apply to this task.

#### **3.020**

*Travel, Supplies, Equipment or Incidental Costs Relating to Section 3:* Includes direct costs associated with the labor performed under Task 3.010. These costs include, but are not limited to, equipment rental (including vehicles), mileage, federal per diem rates, airfare, and ice for samples. If vehicle rental reimbursement is submitted, mileage will not be reimbursed and vice versa. If mileage is used, documentation stating the federal rate and miles driven must be provided. In the case of per diem (which needs prior approval by the Department), required documentation stating the federal rate, the number of individuals and the number of days must be included. When airfare travel is pre-approved, the Department will only reimburse for one roundtrip coach ticket per person per task per year or otherwise site-specifically approved by DNREC. **The Department will not reimburse any hotel or meal costs if the Site is within a two hour drive from the consultants' office or otherwise site-specifically approved by DNREC.** Clear documentation must be provided.

#### **3.030**

*Collection of Environmental Media Samples:* Includes consultant time for collecting soil, surface water, groundwater, sediment and/or indoor air samples. This task should include, but is not limited to, collection of soil samples using hand augers, ground-water monitoring well sampling, grab surface water and sediment sampling, and all associated equipment costs.

#### **3.040**

*Drilling Subcontractor Costs:* Includes subcontractor costs for soil sampling and ground-water monitoring well installation associated with the implementation of the CSM-SAP, and subsequent monitoring well abandonment. This task includes the actual drilling costs and a 10% mark-up. Drilling subcontractor invoices must be submitted with the reimbursement package. A mark-up is allowed only if the drilling was conducted by a subcontractor.

#### **3.050**

*Laboratory Costs – Brownfield Investigation:* Includes costs for performing analytical requirements on soil, surface water, groundwater, sediment, air samples, and/or other media as defined in the CSM-SAP. All laboratory reimbursement must comply with the guidelines set forth in Attachment A: Maximum Allowable Laboratory Charges document. If applicable, laboratory subcontractor invoices must be submitted with the reimbursement package, and mark-ups cannot exceed 10%. Expedited turn-around of samples requires written pre-approval from the Department in order to be reimbursed.

#### **3.060**

*Asbestos and/or Lead Based Paint Survey:* Includes subcontractor costs for performing an asbestos and/or lead based paint survey at the site, if deemed necessary during the Scoping Meeting, or otherwise approved by the Department. This task includes the actual asbestos and/or lead based paint survey costs plus a 10% mark-up. Subcontractor invoices must be submitted with the reimbursement package. A mark-up is allowed only if the asbestos survey was conducted by a subcontractor.

**3.070**

*Wetland Delineation:* Includes subcontractor costs for performing wetland delineation at the site, if deemed necessary during the Scoping Meeting, or otherwise approved by the Department. This task includes the wetland delineation cost plus a 10% mark-up. Subcontractor invoices must be submitted with the reimbursement package. A mark-up is allowed only if the wetland delineation is conducted by a subcontractor.

**3.080**

*Other Site Investigation Costs:* Includes any additional costs incurred during the implementation of the CSM-SAP that are not covered by another task in this section. When using this task, an explanation or summary of the activity(s) must be submitted with the reimbursement package. Pre-approval from the Department is required to ensure timely reimbursement if this task is used.

## **TASK DEFINITIONS**

### **SECTION 4 – WASTE CHARACTERIZATION, REMOVAL, TRANSPORT & DISPOSAL**

#### **4.010**

*Labor – Consultant Coordination and Oversight Associated with Section 4:* Includes costs associated with the coordination and oversight of characterization, management and removal of hazardous substances (other than water) at a site. Other consultant coordination and oversight activities related to the waste characterization, removal, transport and disposal not listed separately in this document apply to this task.

#### **4.020**

*Travel, Supplies, Equipment or Incidental costs relating to Section 4:* Includes direct costs associated with the labor performed in under Task 4.010. These costs include, but are not limited to, equipment rental (including vehicles), mileage, federal per diem rates, airfare, and ice for samples. If vehicle rental reimbursement is submitted, mileage will not be reimbursed and vice versa. If mileage is used, documentation stating the federal rate and miles driven must be provided. In the case of per diem (which needs prior approval by the Department), required documentation stating the federal rate, the number of individuals and the number of days must be included. When airfare travel is pre-approved, the Department will only reimburse for one roundtrip coach ticket per person per task per year or otherwise site-specially approved by DNREC. **The Department will not reimburse any hotel or meal costs if the Site is within a two hour drive from the consultants’ office or otherwise site-specifically approved by DNREC.** Clear documentation must be provided.

#### **4.030**

*Removal of Hazardous Substances or Materials:* Includes costs associated with the removal of any hazardous substances from a site or hazardous waste remaining on a site as required by a Final Plan of Remedial Action or Interim Action. Also included under this task is the removal and management of contaminated materials from a site, the removal of *contaminated* subsurface obstructions encountered during excavations related to construction activities at site, the removal of any subsurface obstructions if encountered during excavation activities required by the Final Plan of Remedial Action or Interim Action and not otherwise required for construction, the removal and management of *uncontaminated* overburden, including trees and shrubs, when removal is necessary to reach contaminated material at a site, and removal of HSCA hazardous substances associated with impervious cover or ground-level demolition as required by a Final Plan of Remedial Action or Interim Action. This task includes the actual subcontractor cost for removal of hazardous substances or materials plus a 10% mark-up.

#### **4.040**

*Waste Material Characterization:* Includes consultant time and equipment charges for collecting samples from site materials for the purpose of waste characterization.

#### **4.050**

*Labor – Confirmatory Sampling for Contaminated Materials Removal:* Includes consultant time and equipment costs for collecting soil or sediment samples to confirm that contaminated materials have been removed from the site.

#### **4.060**

*Laboratory Costs – Waste Material Characterization and Confirmation:* Includes costs for performing analytical requirements on contaminated materials encountered during activities described as reimbursable in this document, and as required by the treatment/disposal facility. Laboratory analytical costs associated with confirmatory sampling to ensure that contaminated materials have been removed from the site are also included in this task. All laboratory reimbursement must comply with the

guidelines set forth in Attachment A: Maximum Allowable Laboratory Charges document. If applicable, laboratory subcontractor invoices and treatment/disposal facility analytical requirements must be submitted with the reimbursement package, and mark-ups cannot exceed 10%. Expedited turn-around of samples, or special analytical protocols, requires written pre-approval from the Department in order to be reimbursed.

**4.070**

*Transport & Disposal Costs for Contaminated Materials Removal:* Includes subcontractor costs associated with the transport and disposal of contaminated materials (other than water) encountered during excavation activities required by a Final Plan of Remedial Action or other reimbursable activity described in this section. This task includes the actual cost for transportation and disposal plus a 10% mark-up. Transportation and disposal subcontractor invoices must be submitted with the reimbursement package.

**4.080**

*Other Waste Characterization, Removal, and Transport & Disposal:* Includes any additional cost associated with waste characterization, removal, transport and disposal that is not covered by another task in this section. When using this task, an explanation or summary of the activity(s) must be submitted with the reimbursement package. Pre-approval from the Department is required to ensure timely reimbursement if this task is used.

## **TASK DEFINITIONS**

### **SECTION 5 – DEWATERING**

#### **5.010**

*Labor – Consultant Coordination and Oversight Associated with Section 5:* Includes costs associated with the coordination and oversight of dewatering activities at a Delaware Certified Brownfield Property if related to site contaminants and not otherwise required by normal construction activities. Other consultant coordination and oversight activities related to dewatering not listed separately in this document apply to this task.

#### **5.020**

*Travel, Supplies, Equipment or Incidental Costs Relating to Section 5:* Includes direct costs associated with the labor performed under Task 5.010. These costs include, but are not limited to, equipment rental (including vehicles), mileage, federal per diem rates, airfare, and ice for samples. If vehicle rental reimbursement is submitted, mileage will not be reimbursed and vice versa. If mileage is used, documentation stating the federal rate and miles driven must be provided. In the case of per diem (which needs prior approval by the Department), required documentation stating the federal rate, the number of individuals and the number of days must be included. When airfare travel is pre-approved, the Department will only reimburse for one roundtrip coach ticket per person per task per year or site-specifically approved by DNREC. **The Department will not reimburse any hotel or meal costs if the Site is within a two hour drive from the consultants' office or otherwise site-specifically approved by DNREC.** Clear documentation must be provided.

#### **5.030**

*Excavation Dewatering Not Associated with Site Construction:* Includes costs for dewatering an excavation, including sheeting and shoring, if water is encountered while performing excavation activities required by a Final Plan of Remedial Action or Interim Action, and not otherwise required for site construction/development. This task also applies to costs incurred if contaminated water is encountered during construction related excavation activities to the extent it exceeds the requirements for handling if the water were NOT contaminated. If this situation is applicable, a breakdown showing the cost difference in handling contaminated versus non-contaminated water must accompany the reimbursement package. The difference is eligible for reimbursement.

#### **5.040**

*Storage Tank Rental:* Includes costs for the rental of water storage equipment, if necessary, for dewatering during excavation activities required by the Final Plan of Remedial Action or Interim Action , or to the extent it exceeds the requirements for handling if the water were NOT contaminated. If this situation is applicable, a breakdown showing the cost difference in handling contaminated versus non-contaminated water must accompany the reimbursement package. The difference is eligible for reimbursement.

#### **5.050**

*Laboratory Costs – Waste Water Characterization:* Includes costs for performing analytical requirements on contaminated water removed from an excavation, and as required by the treatment/disposal facility. All laboratory reimbursement must comply with the guidelines set forth in Attachment A: Maximum Allowable Laboratory Charges document. If applicable, laboratory subcontractor invoices and treatment/disposal facility analytical requirements must be submitted with the reimbursement package, and mark-ups cannot exceed 10%. Expedited turn-around of samples, or special analytical protocols, requires written pre-approval from the Department in order to be reimbursed.

**5.060**

*Transport & Disposal Costs Associated with Dewatering:* Includes subcontractor costs associated with the transport and disposal of contaminated water encountered during excavation activities required by a Final Plan of Remedial Action or other reimbursable activity described in this section. This task includes the actual cost for transportation and disposal plus a 10% mark-up. Transportation and disposal subcontractor invoices must be submitted with the reimbursement package.

**5.070**

*Other Dewatering:* Includes any additional costs associated with dewatering activities that are not covered by another task in this section. When using this task, an explanation or summary of the activity(s) must be submitted with the reimbursement package. Pre-approval from the Department is required to ensure timely reimbursement if this task is used.

## **TASK DEFINITIONS**

### **SECTION 6 – FILLING/CAPPING**

#### **6.010**

*Labor – Consultant Coordination and Oversight Associated with Section 6:* Includes costs associated with the coordination and oversight of filling and/or capping at a Delaware Certified Brownfield Site to the extent required by the Final Plan of Remedial Action or Interim Action. Other consultant coordination and oversight activities related to filling/capping not listed separately in this document apply to this task.

#### **6.020**

*Travel, Supplies, Equipment or Incidental Costs Relating to Section 6:* Includes direct costs associated with the labor performed under Task 6.010. These costs include, but are not limited to, equipment rental (including vehicles), mileage, federal per diem rates, airfare, and ice for samples. If vehicle rental reimbursement is submitted, mileage will not be reimbursed and vice versa. If mileage is used, documentation stating the federal rate and miles driven must be provided. In the case of per diem (which needs prior approval by the Department), required documentation stating the federal rate, the number of individuals and the number of days must be included. When airfare travel is pre-approved, the Department will only reimburse for one roundtrip coach ticket per person per task per year or otherwise site-specially approved by DNREC. **The Department will not reimburse any hotel or meal costs if the Site is within a two hour drive from the consultants' office or otherwise site-specifically approved by DNREC.** Clear documentation must be provided.

#### **6.030**

*Fill Material and Placement:* Includes labor and materials costs for fill material and its placement/grading to the extent specifically required as a remedy by the Final Plan of Remedial Action or Interim Action.

#### **6.040**

*Impervious Surfaces (asphalt, concrete, etc):* Includes labor and material costs for placement of an impervious cap, including but not limited to asphalt, concrete, or crushed stone to the extent specifically required as a remedy by the Final Plan of Remedial Action or Interim Action **where fill is NOT considered a protective cap.**

If placement of an impervious surface is proposed on a site due to re-development reasons, and not due to reasons related to the site contamination, then DNREC will only reimburse an amount equal to the value of one foot of clean fill material for the footprint of the impervious surface, provided that a protective cap was required for the same area in the Final Plan of Remedial Action or Interim Action.

#### **6.050**

*Bed Utility Trenches and Place Geotextile Fabric:* Includes labor and materials cost for bedding utility trenches and/or other excavations with clean fill and geotextile fabric as required by a Final Plan of Remedial Action and or Interim Action.

#### **6.060**

*Construction and Maintenance of Haul Roads for Fill/Cap Placement:* Includes labor and material costs for the construction and maintenance of haul roads necessary based on site conditions for the placement of fill/cap material required by the Final Plan of Remedial Action or Interim Action. Costs will not be reimbursed for the construction and maintenance of the haul roads if they are otherwise required for construction activities.

**6.070**

*Marker Fabric and Placement:* Includes labor and material costs for marker fabric and its installation as required by the Final Plan of Remedial Action or Interim Action.

**6.080**

*Other Filling/Capping:* Includes any additional cost associated with filling/capping on a Delaware Certified Brownfield Property that is not covered by another task in this section. When using this task, an explanation or summary of the activity(s) must be submitted with the reimbursement package. Pre-approval from the Department is required to ensure timely reimbursement if this task is used.

## **TASK DEFINITIONS**

### **SECTION 7 – EROSION AND SEDIMENT CONTROL\***

#### **7.010**

*Labor – Consultant Coordination and Oversight Associated with Section 7:* Includes costs associated with the coordination and oversight of the placement of erosion and sediment controls as they relate to site contaminants, especially if required as part of the Final Plan of Remedial Action or Interim Action. Other consultant coordination and oversight activities related to erosion and sediment controls not listed separately in this document apply to this task, including required Erosion and Sediment Control inspections.

*\*Note: Erosion and Sediment Control inspections will not be reimbursed if performed AFTER a Remedial Action Completion Report has been approved by the Department.*

#### **7.020**

*Travel, Supplies, Equipment or Incidental Costs Relating to Section 7:* Includes direct costs associated with the labor performed under Task 7.010. These costs include, but are not limited to, equipment rental (including vehicles), mileage, federal per diem rates, airfare, and ice for samples. If vehicle rental reimbursement is submitted, mileage will not be reimbursed and vice versa. If mileage is used, documentation stating the federal rate and miles driven must be provided. In the case of per diem (which needs prior approval by the Department), required documentation stating the federal rate, the number of individuals and the number of days must be included. When airfare travel is pre-approved, the Department will only reimburse for one roundtrip coach ticket per person per task per year or otherwise site-specially approved by DNREC. **The Department will not reimburse any hotel or meal costs if the Site is within a two hour drive from the consultants' office or otherwise site-specifically approved by DNREC.** Clear documentation must be provided.

#### **7.030**

*Silt Fence in Excess of Construction Requirements:* Includes costs for silt fence and its associated installation in excess of normal construction requirements. A breakdown showing the difference in construction requirements versus contaminant control requirements must accompany the reimbursement package. The difference is eligible for reimbursement.

#### **7.040**

*Other Erosion and Sediment Control:* Includes any other cost associated with Sediment and Erosion Control that is not covered by another task in this section. When using this task, an explanation or summary of the activity(s) must be submitted with the reimbursement package. Pre-approval from the Department is required to ensure timely reimbursement if this task is used.

## **TASK DEFINITIONS**

### **SECTION 8 – UNDERGROUND AND ABOVE GROUND STORAGE TANKS \***

#### **8.010**

*Labor – Consultant Coordination and Oversight Associated with Section 8:* Includes costs associated with the coordination and oversight of activities during the removal/disposal/remediation of known or unknown underground storage tanks (USTs) or aboveground storage tanks (ASTs) from a site. Other consultant coordination and oversight activities related to USTs or ASTs not listed separately in this document apply to this task.

#### **8.020**

*Travel, Supplies, Equipment or Incidental Costs Relating to Section 8:* Includes direct costs associated with the labor performed under Task 8.010. These costs include, but are not limited to, equipment rental (including vehicles), mileage, federal per diem rates, airfare, and ice for samples. If vehicle rental reimbursement is submitted, mileage will not be reimbursed and vice versa. If mileage is used, documentation stating the federal rate and miles driven must be provided. In the case of per diem (which needs prior approval by the Department), required documentation stating the federal rate, the number of individuals and the number of days must be included. When airfare travel is pre-approved, the Department will only reimburse for one roundtrip coach ticket per person per task per year or otherwise site-specially approved by DNREC. **The Department will not reimburse any hotel or meal costs if the Site is within a two hour drive from the consultants' office or otherwise site-specifically approved by DNREC.** Clear documentation must be provided.

#### **8.030**

*Removal of UST/AST:* Includes subcontractor costs associated with the excavation and/or removal of USTs/ASTs located on a Delaware Certified Brownfield Property. This task includes the actual cost for excavation/removal and a 10% mark-up. Tank removal subcontractor invoices must be submitted with the reimbursement package. A mark-up is allowed only if the UST/AST removal was conducted by a subcontractor.

#### **8.040**

*Disposal of UST/AST:* Includes subcontractor costs associated with the transport and disposal of USTs/ASTs located on a Delaware Certified Brownfield Property. This task includes the actual cost for transportation and disposal plus a 10% mark-up. Transportation and disposal subcontractor invoices must be submitted with the reimbursement package. A mark-up is allowed only if the UST/AST transportation and disposal was conducted by a subcontractor.

#### **8.045**

*Laboratory Costs – UST/AST Removal Activities:* Includes costs for performing analytical requirements on contaminated soil or water encountered during activities related to AST or UST removal. Laboratory analytical costs associated with confirmatory sampling to ensure that contaminated materials have been removed from the site are also included in this task. All laboratory reimbursement must comply with the guidelines set forth in Attachment A: Maximum Allowable Laboratory Charges document. If applicable, laboratory subcontractor invoices and treatment/disposal facility analytical requirements must be submitted with the reimbursement package, and mark-ups cannot exceed 10%. Expedited turn-around of samples, or special analytical protocols, requires written pre-approval from the Department in order to be reimbursed.

#### **8.050**

*Remedial Costs Associated with UST/AST:* Includes costs associated with the remediation of soil, surface water, ground water or sediments known to be impacted by leaking USTs/ASTs and/or their associated

pipings/dispensers. These costs include, but are not limited to, over-excavation and disposal of impacted soils, and in-situ or ex-situ treatment technologies utilized to achieve remedial goals established in the Final Plan of Remedial Action or Interim Action.

**8.060**

*Other UST/AST Costs:* Includes any other cost that is not covered by another task in this section. When using this task, an explanation or summary of the activity(s) must be submitted with the reimbursement package. Pre-approval from the Department is required to ensure timely reimbursement if this task is used.

*\*Note: Reimbursement for UST and AST related activities may occur only if DNREC Tank Management Section regulations and submittal requirements have been satisfied. For example, any site condition that has been subject to an enforcement action by the Department will be required to come into compliance with the Department's requirements for that condition at the Potentially Responsible Party's expense.*

## **TASK DEFINITIONS**

### **SECTION 9 – SOIL REMEDIAL ACTIONS\***

#### **9.010**

*Labor – Consultant Coordination and Oversight Associated with Section 9:* Includes costs associated with the coordination and oversight of soil remedial actions included in this section at a Delaware Certified Brownfield Site to the extent required by the Final Plan of Remedial Action or Interim Action. Other consultant coordination and oversight activities related to soil remedial actions not listed separately in this document apply to this task.

#### **9.020**

*In-Situ or Onsite Stabilization/Treatment:* Includes labor and materials necessary for the design and implementation of in-situ ~~or “onsite”~~ stabilization/~~and/or~~ treatment or onsite treatment of contaminated media/soil. This task includes the actual costs for in-situ or onsite stabilization/~~and/or~~ treatment, plus a 10% mark-up. Subcontractor invoices must be submitted with the reimbursement package. A mark-up is allowed only if the in-situ stabilization/treatment was conducted by a subcontractor.

#### **9.030**

*Subsurface Containment ~~Wall or~~ Cell for Soil:* Includes the labor and materials necessary for the design and implementation of a subsurface containment wall or cell for contaminated soils. This task covers any type of subsurface containment, including but not limited to ~~slurry walls~~ clay liners, sheet piles, ~~zero valent iron (ZVI) barriers~~, etc., as required by the Final Plan of Remedial Action. This task includes the actual costs for containment wall or cell construction and/or placement, plus a 10% mark-up. Subcontractor invoices must be submitted with the reimbursement package. A mark-up is allowed only if the construction of the containment wall or cell was conducted by a subcontractor.

#### **9.040**

*Vapor Intrusion Control System:* Includes labor and materials for the installation of a vapor barrier control system or passive venting system to protect occupants from exposure to potentially harmful organic vapors associated with contaminants remaining onsite. In order to obtain reimbursement, the vapor intrusion control system must be required by the Final Plan of Remedial Action, or otherwise approved in writing by the Department. This task includes the actual costs for vapor intrusion system installation, plus a 10% mark-up. Vapor Intrusion Control System subcontractor invoices must be submitted with the reimbursement package. A mark-up is allowed only if the Vapor Intrusion Control System was installed by a subcontractor.

#### **9.045**

*Asbestos/Lead Abatement:* Includes labor and materials necessary for the design and implementation of asbestos and/or lead abatement, whether it is within a site structure or outside of a site structure, and as long as the asbestos/lead is not the only contaminant of concern at the site. This task includes the actual costs for asbestos/lead abatement, plus a 10% mark-up. Subcontractor invoices must be submitted with the reimbursement package. A mark-up is allowed only if the asbestos/lead abatement was performed by a subcontractor. Please note that allowable costs under this task are limited to ten percent (10 %) of the eligible total of the grant for a site.

#### **9.050**

*Other Innovative Technologies:* Includes the cost for designing and implementing other innovative remedial technologies required by a Final Plan of Remedial Action not covered by another task in this document. Pre-approval from the Department is required to ensure timely reimbursement if this task is used.

9.060

Laboratory Costs – Soil Remedial Actions: Includes costs for performing analytical requirements on soil samples associated with remedial actions (including pilot studies) included under this Section, and not related to Long Term Stewardship requirements. All laboratory reimbursement must comply with the guidelines set forth in Attachment A: Maximum Allowable Laboratory Charges document. If applicable, laboratory subcontractor invoices must be submitted with the reimbursement package, and mark-ups cannot exceed 10%. Expedited turn-around of samples, or special analytical protocols, requires written pre-approval from the Department in order to be reimbursed.

**\*Note: Soil removal/disposal as a remedial action must be reimbursed under Section 4 of this Guidance.**

**\*Note: Remediation costs, as specified by a Final Plan of Remedial Action, that have been incurred prior to the Brownfield Developer taking title to the property, will only be reimbursed after the Brownfield Developer takes title to the property.**

## **TASK DEFINITIONS**

### **SECTION 10 – REPORTS\***

#### **10.010**

*Brownfield Investigation Report:* Includes the cost for preparation of a site specific Brownfield Investigation Report (BFI Report).

#### **10.020**

*Human Health Risk Assessment:* Includes the cost for preparation of a site specific Human Health Risk Assessment report. If a screening level human health risk assessment was performed and included as part of the Brownfield Investigation Report, include the associated costs under Task 10.010.

#### **10.030**

*Ecological Risk Assessment:* Includes the cost for preparation of a site specific Ecological Risk Assessment report. If a screening level ecological risk assessment was performed and included as part of the Brownfield Investigation Report, include the associated costs under Task 10.010.

#### **10.040**

*Feasibility Study:* Includes the cost for preparation of a site specific Feasibility Study (FS) Report, if requested by the Department. The BFI report includes a section on remedy selection; therefore, a FS for a Brownfields site will only be performed under special circumstances as approved by DNREC.

#### **10.050**

*Interim Action Work Plan:* Includes the cost for preparation of an Interim Action Work Plan.

#### **10.060**

*Proposed Plan of Remedial Action:* Includes the cost for preparation of a site specific Proposed Plan of Remedial Action.

#### **10.070**

~~*Operation and Maintenance*~~*Long Term Stewardship Plan:* Includes the cost for preparation of a site specific ~~Operations and Maintenance~~*Long Term Stewardship (LTS)* Plan.

#### **10.075**

*Remedial Action Work Plan:* Includes the cost for preparation of a Remedial Action Work Plan.

#### **10.080**

*Contaminated Materials & Water Management Plan (CMWMP):* Includes the cost for preparation of a site specific CMWMP.

#### **10.090**

*Remedial Action Completion Report:* Includes the cost for preparation of a site specific Remedial Action Completion Report.

#### **10.100**

*Environmental Covenants:* Includes the cost for preparation of Environmental Covenants and costs associated with the recording of the covenants with the appropriate County Register of Deeds Office. Only costs incurred by a qualified consultant are reimbursable under this task. Legal fees are covered under Task 12.020.

**10.110**

*Other Reports:* Includes the cost for preparation of any site specific report that is not covered by another task in this section. When using this task, an explanation or summary of the activity(s) must be submitted with the reimbursement package. Pre-approval from the Department is required to ensure timely reimbursement if this task is used.

*\*Note: Reimbursement for Tasks in Section 10 will not be processed until the report has been submitted to the Department. Additionally, reports not requested by, required by or submitted to the Department will not be eligible for reimbursement.*

## **TASK DEFINITIONS\***

### **SECTION 11 – PUBLIC RELATIONS AND SAFETY**

#### **11.010**

*Public Hearing Preparation and Support:* Includes labor and material costs associated with the preparation and support of a public hearing or public meeting for a Delaware Certified Brownfield Property.

#### **11.020**

*Public Outreach Regarding Environmental Issues:* Includes labor and material costs associated with the preparation and performance of public outreach regarding a Delaware Certified Brownfield Property. The public outreach must be related to the environmental issues associated with the site (i.e. Proposed Plan of Remedial Action or Final Plan of Remedial Action), as opposed to the site's future development plan.

#### **11.030**

*Environmental Construction Coordination Meetings:* Includes consultant labor costs for conducting Environmental Construction Coordination Meetings.

#### **11.040**

*Fence Installation:* Includes the cost for security fencing and its installation, where necessary, to inhibit public access to site areas where contact with potentially harmful materials or excavations is possible. This task includes the actual costs for fencing and installation, plus a 10% mark-up. Fencing subcontractor invoices must be submitted with the reimbursement package. A mark-up is allowed only if the fencing installation was conducted by a subcontractor.

#### **11.050**

*Security Guard Services:* Includes personnel costs for Security Guard services. Guard services are only reimbursable if security fencing is proven to be inadequate, or environmental vandalism has occurred. Written pre-approval from the Department is required to ensure reimbursement if this task is used.

#### **11.060**

*Environmental Site Orientation Training:* Includes the cost for Environmental Site Orientation Training for individuals who will work on a Delaware Certified Brownfield Property. This task does NOT include hourly rates for individuals while receiving the training. An invoice for the training must be submitted with the reimbursement package.

***\*Note: OSHA HAZWOPER training and/or annual refresher courses for environmental consultants is not reimbursable by the Brownfields program.***

#### **11.080**

*Other Public Relations and Safety:* Includes any other public relations or safety related item that is not covered by another task in this section. When using this task, an explanation or summary of the activity(s) must be submitted with the reimbursement package. Pre-approval from the Department is required to ensure timely reimbursement if this task is used.

***\*Note: All Section 11 tasks require written approval from DNREC in order to be reimbursed.***

***\*Note: OSHA HAZWOPER training and/or annual refresher courses for environmental consultants is not reimbursable by the Brownfields program.***

## **TASK DEFINITIONS**

### **SECTION 12 – CAPITAL EXPENSES, LEGAL FEES AND MISCELLANEOUS**

#### **12.010**

**Capital Expenses:** Includes equipment, fixtures, and other tangible personal property of a non-consumable and non-expendable nature, the value or cost of which is \$1,000.00 or more and the normal expected life of which is one year or greater.

- a. Reimbursement of all capital expense items will be prorated based on the normal expected life of the item and the length of time the item was used for purposes eligible for reimbursement under this document, but must NOT include any shown on a previous reimbursement package.
- b. Reimbursement of all leased capital expense items will be limited to the lease rate multiplied by the length of time the item was used. However, this amount must NOT exceed the amount calculated in a. above, unless operation, maintenance or other service agreements are included in the cost and are identified in the reimbursement package.
- c. In the event a capital expense item fails during its normal expected life, the Department will, upon a demonstration that the item has no further useful life, reimburse the remaining unpaid balance of the item minus any salvage value provided such failure was not the result of abuse, misuse, neglect, or improper maintenance. Such payment must be made on the next scheduled reimbursement opportunity.

#### **12.020**

**Legal Fees:** Includes the cost of certain legal fees, up to \$5,000.00, for tasks directed at facilitating the goals of HSCA, including, but not limited to, negotiation of a BDA, convening parties involved in a cleanup, and preparation of Environmental Covenants. Although HSCA funds are intended to be used primarily for on-the-ground site cleanup and investigation expenses, there are certain services provided by legal professionals that help facilitate the overall goals of the Brownfields program, consistent with HSCA, that are eligible for reimbursement. Invoices must be included with the reimbursement package as backup. Legal fees in excess of \$5,000.00 *may* be eligible for reimbursement at the discretion of the Department, and will require written pre-approval from the Department.

#### **12.030**

**Other Reimbursable Expenses Not Defined in Sections 1 through 11:** Includes any other reimbursable expense that is not covered by another task in this document. When using this task, an explanation or summary of the activity(s) must be submitted with the reimbursement package. Pre-approval from the Department is required to ensure timely reimbursement if this task is used.

## **TASK DEFINITIONS**

### **SECTION 13 – ~~OPERATION & MAINTENANCE~~/LONG TERM STEWARDSHIP (effective for sites with a Brownfield Development Agreement signed after January 1, 2011)\***

#### **13.010**

*Active O&MLTS Requirements and Reports:* Includes all personnel, equipment and subcontractor costs for conducting and overseeing active O&MLTS requirements (e.g., including those that require sampling of soil, groundwater and/or air). This task does NOT include visual inspections of caps or security measures. A 10% mark-up is allowed for subcontractor services only. This task also includes personnel time for preparation of an O&MLTS Report.

#### **13.020**

*Repairs/Replacements:* Includes costs associated with the repair or replacement of items or conditions critical to the long term effectiveness of a remedial action, as indicated in a DNREC approved O&MLTS Plan. Pre-approval from the Department is required before any repairs or replacements are made if they are to be reimbursed under this task.

*\*Note: O&MLTS costs allowed under Section 13 will be capped at a cumulative cost of \$25,000.*

*\*Note: Ground-water monitoring to track the effectiveness of a ground-water remedial action will be reimbursed under Section 14, and will not be applied to the \$25,000 cap established under Section 13.*

*\*Note: Due dates will be established in writing by the Department for O&MLTS requirements that are in accordance with the approved O&MLTS Plan for the site. Failure to meet these deadlines will result in the following:*

*1<sup>st</sup> offense: A written notice of failure to meet the required deadline for submittal of an O&MLTS report.*

*2<sup>nd</sup> offense: A forfeiture of eligibility to receive funding for O&MLTS activities associated with the site.*

## TASK DEFINITIONS

### SECTION 14 – OFFSITE GROUNDWATER INVESTIGATION, GROUNDWATER REMEDIAL ACTIONS, AND ASSOCIATED GROUNDWATER MONITORING \* (effective for sites that have not received a COCR as of July 1, 2013)

#### 14.010

Labor – Consultant Coordination and Oversight Associated with Section 14: Includes costs associated with the coordination (including access agreements) and oversight of offsite groundwater investigation, groundwater remedial actions, and associated groundwater monitoring at a Delaware Certified Brownfield Site to the extent required by Attachment B, the Final Plan of Remedial Action or Interim Action. The Department will assist with the acquisition of access agreements with offsite property owners, if necessary. Other consultant coordination and oversight activities related to groundwater remedial actions not listed separately in this document apply to this task.

#### 14.020

Travel, Supplies, Equipment or Incidental Costs Relating to Section 14: Includes direct costs associated with the labor performed under Task 14.010. These costs include, but are not limited to, equipment rental (including vehicles), mileage, federal per diem rates, airfare, and ice for samples. If vehicle rental reimbursement is submitted, mileage will not be reimbursed and vice versa. If mileage is used, documentation stating the federal rate and miles driven must be provided. In the case of per diem (which needs prior approval by the Department), required documentation stating the federal rate, the number of individuals and the number of days must be included. When airfare travel is pre-approved, the Department will only reimburse for one roundtrip coach ticket per person per task per year or otherwise site-specifically approved by DNREC. **The Department will not reimburse any hotel or meal costs if the Site is within a two hour drive from the consultants' office or otherwise site-specifically approved by DNREC.** Clear documentation must be provided.

#### 14.030

Collection of Groundwater Samples: Includes consultant time for collecting groundwater samples required by Attachment B and monitoring associated with a remedial action. This task also includes equipment costs related to groundwater sampling/monitoring under Section 14.

#### 14.040

Drilling Subcontractor Costs: Includes subcontractor costs for groundwater monitoring well installation required by Attachment B, and for monitoring wells associated with a groundwater remedial action. This task includes the actual drilling costs and a 10% mark-up. Drilling subcontractor invoices must be submitted with the reimbursement package. A mark-up is allowed only if the drilling was conducted by a subcontractor. Any monitoring well abandonment shall be reimbursed under section 3.040.

#### 14.050

In-Situ Groundwater Treatment Technologies: Includes labor and materials necessary for the design and implementation of in-situ treatment of contaminated groundwater, including but not limited to ISCO, ORC, HRC, permanganate, ozone, etc. This task includes the actual costs for in-situ treatment, plus a 10% mark-up. Subcontractor invoices must be submitted with the reimbursement package. A mark-up is allowed only if the in-situ treatment was conducted by a subcontractor.

#### 14.060

Subsurface Containment Wall or Groundwater Treatment Barrier: Includes the labor and materials necessary for the design and construction of a subsurface containment wall or groundwater treatment barrier. This task covers any type of groundwater containment wall or treatment barrier, including but not limited to slurry walls, zero valent iron (ZVI) barriers, sparging systems, etc. This task includes the actual

costs for the containment or treatment system, plus a 10% mark-up. Subcontractor invoices must be submitted with the reimbursement package. A mark-up is allowed only if the construction of the containment wall or treatment barrier was conducted by a subcontractor.

#### **14.070**

*Ex-Situ Groundwater Treatment Technologies:* Includes labor and materials necessary for the design and implementation of an ex-situ groundwater treatment technology. This task includes any technology where groundwater is removed from an aquifer, is treated above ground (including but not limited to carbon treatment, thermal treatment, volatilization, etc.), and is discharged to surface water or re-injected into the subsurface. This task includes the actual costs for treatment system installation, plus a 10% mark-up. Subcontractor invoices must be submitted with the reimbursement package. A mark-up is allowed only if the ex-situ groundwater treatment system was installed by a subcontractor.

#### **14.080**

*Monitored Natural Attenuation:* Includes the cost for designing and implementing a monitored natural attenuation remedy. This task covers evaluation of the efficacy of monitored natural attenuation, including hydrogeologic modeling.

#### **14.090**

*Other Innovative Technologies:* Includes the cost for designing and implementing other innovative groundwater remedial technologies required by a Final Plan of Remedial Action not covered by another task in this document. Pre-approval from the Department is required to ensure timely reimbursement if this task is used.

#### **14.100**

*Laboratory Costs – Offsite Groundwater Sampling, Groundwater Remedial Actions, and Associated Groundwater Monitoring :* Includes costs for performing analytical requirements on groundwater samples associated with offsite groundwater sampling as required under Attachment B, remedial actions (including pilot studies) included under this Section, and monitoring associated with a groundwater remedy. All laboratory reimbursement must comply with the guidelines set forth in Attachment A: Maximum Allowable Laboratory Charges document. If applicable, laboratory subcontractor invoices must be submitted with the reimbursement package, and mark-ups cannot exceed 10%. Expedited turn-around of samples, or special analytical protocols, requires written pre-approval from the Department in order to be reimbursed.

*\*Note: Remediation costs, as specified by a Final Plan of Remedial Action, that have been incurred prior to the Brownfield Developer taking title to the property, will only be reimbursed after the Brownfield Developer takes title to the property.*

***Brownfields Grant Eligible Expenses Guidance, Revised June 2013***  
***Approved by Marjorie A. Crofts, Director, Division of Waste & Hazardous Substances***

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Marjorie A. Crofts

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Date

# **Brownfield Reimbursement Application Instructions**

The Brownfield Reimbursement Application package contains three basic sections:

1. Certificate of Affidavit
2. Task Summary Form
3. Supplementary Form

## **Section 1**

### ***Form A      Certificate of Affidavit***

THE REIMBURSEMENT CHECK WILL BE ISSUED TO THE “OWNER OR OPERATOR CONDUCTING SITE REHABILITATION” LISTED ON FORM A.

The signature on the form must be notarized, and the form must be included with the reimbursement package.

The party responsible for conducting site rehabilitation must include their Federal Identification Number (FIN) if they have one. If the party does not have a FIN, their Social Security Number (SS#) must be provided. Do not use a personal Social Security Number if you do not wish to have this reported to the government as personal income for tax purposes.

**A check cannot be issued without a Federal Identification Number or Social Security Number.**

## **Section 2**

### ***Form B      Task Summary Form***

Summarize the total amount for each task in which reimbursement is requested on Form B. This summary form will serve as the cover sheet for the reimbursement application package.

Appropriate backup documenting the amount requested must be attached to this form, including contractor or subcontractor invoices or other records showing costs actually incurred. Originals are not required to be submitted to the DNREC. However, originals must be kept on file for at least five (5) years.

A list of allowable tasks and associated task numbers is located on Pages 3 through 5 of this document. Explanations for each task are located on pages 6 through 24 of this document.

## **Section 3**

### ***Form C      Supplementary Form***

This form is to be used for tasks that require additional justification or for tasks where reimbursement is for costs that exceed normal construction related costs due to environmental conditions onsite. Use additional sheets if necessary.

***General Information***

If you have any questions or need assistance, please call (302) 395-2600.

All correspondence, reimbursement application packages, and inquires should be sent to the address below:

DNREC/WHS  
Site Investigation and Restoration Section  
(Brownfield Program)  
391 Lukens Drive  
New Castle, DE 19720

JGC:vdh  
JGC11010.doc  
AD001 I C 3

**CERTIFICATION AFFIDAVIT**

I certify that the attached list of invoices is for remedial work that has been completed in accordance with the DNREC approved CSM-SAP or other work plans at the [Name of Site (DE-Number)]. I further certify that all data and documentation submitted as part of this reimbursement application are a true and correct representation, to the best of my knowledge, of costs actually incurred as an integral part of site remediation for environmental conditions as required by the DNREC approved CSM-SAP or other work plans for the [Site Name].

Invoices submitted for the reimbursement application may also include those approved activities which took place prior to approval of the CSM-SAP or other work plan, including all or portions of previous Phase I and II Environmental Site Assessments and scoping meetings.

The Undersigned Contractor warrants that he has not received any undisclosed fee, commission, percentage, gift, or other consideration as a result of his employment of a person, company, corporation, individual, or firm for purposes of conducting site remediation.

\_\_\_\_\_  
Print or type name (Contractor)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
EI or Social Security Number

Before me personally appeared \_\_\_\_\_ to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that \_\_\_\_\_ executed said instrument for the purposed therein expressed.

WITNESS my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 20\_\_.

\_\_\_\_\_ My Commission expires \_\_\_\_\_.

STATE OF \_\_\_\_\_  
\_\_\_\_\_  
Signature of Contractor

Invoice Numbers: (Insert attached invoice numbers)

**Form B**  
**DE#** \_\_\_\_\_  
**Invoice Number** \_\_\_\_\_

**Task Summary Form**

<b>Task Number</b>	<b>Amount</b>
_____	_____
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_____	_____

**DE#** \_\_\_\_\_

**Invoice Number** \_\_\_\_\_

**Supplementary Form**

**Task Number**      **Invoice Number**

\_\_\_\_\_

**Description of Activity**

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Pre-approval obtained from DNREC-SIRS

**Task Number**      **Invoice Number**

\_\_\_\_\_

**Description of Activity**

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Pre-approval obtained from DNREC-SIRS

**Attachment A**  
**Maximum Allowable Laboratory Charges**  
(effective for all samples collected after May 1, 2011)

— Two options exist for coordinating confirmatory laboratory analysis of samples collected during Brownfield Investigations and associated remedies. The two options are:

- Option 1: Utilize the State of Delaware's contract and pricing
- Option 2: Utilize another DNREC approved subcontract laboratory without exceeding the State of Delaware's laboratory contract pricing.

Option 1: The consultant on the project will coordinate directly with the State's contract laboratory for bottlenecks and other logistical items. It is important to inform the laboratory that the site is a State of Delaware Brownfield project, and that the State's contract is being utilized. By doing so, the State's pricing and other contract terms will be honored, and the laboratory will direct bill the State for analytical services. Because it is common practice for the DNREC-SIRS Laboratory to screen samples prior to choosing samples for confirmatory analysis, it is acceptable to transfer ALL samples, with Chain-of-Custody documentation, to DNREC-SIRS. SIRS will assume liability for the samples once they are delivered to the Lukens Drive office and signed over to the DNREC-SIRS Chemist. It is also acceptable to arrange for the contract laboratory to pick up samples from the Brownfield Site or other location, so long as screening samples are delivered to DNREC-SIRS. With this option, enough time (approximately 3 weeks) must be allowed in the planning of investigations for DNREC-SIRS to acquire a purchase order for the laboratory services to be completed. For ease of planning and coordination of the DNREC-SIRS screening laboratory and confirmatory laboratory, please complete the form included below and return it to the DNREC-SIRS Chemist or Project Officer as soon as the information can be obtained.

Option 2: The consultant on the project will coordinate with a DNREC approved laboratory of their choosing, and submit documentation for reimbursement as usual. The difference, however, is that DNREC will not reimburse for analytical services in excess of the maximum allowable charges in the price list included below, unless otherwise pre-approved in writing by the Department. If analytical services from another laboratory are less expensive than the State's contract pricing, then a mark-up will be allowed, not to exceed 10%, and not to exceed the maximum allowable charges included below, unless otherwise pre-approved in writing by the Department. The consultant will still need to coordinate with the DNREC-SIRS screening laboratory to ensure that their samples will be screened within allowable holding times.

The maximum allowable charges listed herein include the following:

Laboratory analysis, organic library search, report production and electronic data deliverables (EDD) production as defined in the HSCA SOPCAP, MS/MSD analysis, bottlenecks and bottlenecks delivery, sample pick-up and any other routine laboratory procedures as defined in the HSCA SOPCAP.

Contract Laboratory Form

Site Name: \_\_\_\_\_

DE# \_\_\_\_\_

Project Officer: \_\_\_\_\_

Number of Samples (including QA/QC) soil \_\_\_\_\_ groundwater \_\_\_\_\_  
sediment \_\_\_\_\_ soil vapor \_\_\_\_\_

Date of Sampling: \_\_\_\_\_

Analysis: \_\_\_\_\_

\_\_\_\_\_

Special Analysis Outside of TAL/TCL:

\_\_\_\_\_

\_\_\_\_\_

Turn-Around Time: \_\_\_\_\_

DNREC-SIRS Screening Laboratory Dates Scheduled and Confirmed:

Lab pickup from DNREC-SIRS or Consultant:

Maximum Allowable Laboratory Charges Price List\*

A. (Price to include preparation fee/extraction fee and library search):

Volatiles per SOPCAP of HSCA by GC/MS	Solid:	\$70.00
	Aqueous:	\$70.00
Semivolatiles per SOPCAP of HSCA by GC/MS	Solid:	\$150.00
	Aqueous:	\$150.00
Pesticides/ PCB per SOPCAP of HSCA by GC ECD	Solid:	\$120.00
	Aqueous:	\$120.00
TAL Inorganics per SOPCAP of HSCA	Solid:	\$95.00
	Aqueous:	\$95.00

**SUBTOTAL for A: \$870.00**

B. (Price to include preparation fee and library search):

Acid Extractables by GC/MS Only:	Solid:	\$100.00
	Aqueous:	\$100.00
Base Neutrals by GC/MS Only:	Solid:	\$100.00
	Aqueous:	\$100.00
PCB Only:	Solid:	\$65.00
	Aqueous:	\$65.00
Pesticides Only:	Solid:	\$70.00
	Aqueous:	\$70.00
Mercury Analysis:	Solid:	\$20.00
	Aqueous:	\$20.00
Cyanide Analysis:	Solid:	\$15.00
	Aqueous:	\$15.00
Petroleum Hydrocarbon per Massachusetts requirements:		
	Solid VPH:	\$90.00
	Aqueous VPH:	\$90.00
	Solid EPH:	\$105.00
	Aqueous EPH:	\$105.00

**SUBTOTAL for B:** **\$1,130.00**

C. Sample Pickup at any State of Delaware HSCA Location: \$No Charge

Methanol Field Preservation Setups: \$10.00

**SUBTOTAL for C:** **\$10.00**

List of compounds as established by the SOPCAP of HSCA.

D. (Price includes preparation/extraction fee except as stated):

Congener specific PCB's by GC/MS: \$925.00

Semivolatiles Library Search: \$10.00

Volatiles Library Search: \$10.00

Poly Aromatic Hydrocarbons (PAH) by GC/MS or HPLC: \$125.00

Semivolatiles Preparation: \$25.00

Pesticide/PCB Preparation: \$25.00

TAL Digestion: \$15.00

Only One (1) Semivolatile by GC/MS: \$100.00

Only One (1) Volatile by GC/MS: \$70.00

Only One (1) Pesticide by GC/MS: \$70.00

One (1) to Ten (10) Semivolatile by GC/MS: \$125.00

One (1) to Ten (10) Volatiles by GC/MS: \$65.00

One (1) to Ten (10) Pesticides by GC/MS: \$75.00

Only One (1) Metal: \$15.00

One (1) to Five (5) Metals: \$50.00

**SUBTOTAL for D:** **\$1,705.00**

E.	(Price includes preparation/extraction fee)	
	Phenols (EPA 420.1):	\$20.00
	GC Analysis for Volatiles (Soil or Water):	\$65.00
	GC Analysis for One (1) TCL (Soil or Water):	\$58.00
	GC Analysis for One (1) to Ten (10) Volatiles (Soil or Water):	\$65.00
	Chlorinated Herbicides:	\$82.00

List of Compounds as established by the current SOPCAP:

	GC Analysis for BTEX (Soil or Water):	\$45.00
	GC/MS Analysis for BTEX (Soil or Water):	\$58.00
	Sulfate (EPA 375.4):	\$15.00
	Gasoline Range Organics:	\$58.00
	Diesel Range Organics:	\$63.00

**SUBTOTAL for E: \$529.00**

F.	TCLP Volatiles (Extraction Included):	\$82.00
	TCLP Semivolatiles (Extraction Included):	\$120.00
	TCLP Pesticides (Extraction Included):	\$74.00
	TCLP Herbicides (Extraction Included):	\$74.00
	TCLP Metals (Extraction Included):	\$82.00
	COD (EPA 410.1):	\$17.00
	BOD (EPA 405.1):	\$17.00
	Total Organic Carbon:	\$10.00
	Total Dissolved Solids (EPA 160.1):	\$7.00
	Suspended Solid (EPA 160.2):	\$7.00

Most Current SW846 Methods with QA results and no supporting documentation for:

HSCA Semivolatiles:	\$125.00
HSCA Volatiles:	\$60.00
HSCA Pesticides/PCB's:	\$110.00
HSCA TAL Inorganics:	\$90.00
Hourly Rate for two-man sampling team for groundwater and soil monitoring:	\$120.00
<b>SUBTOTAL for F:</b>	<b><u>\$995.00</u></b>

**\*For any analytical parameter not listed above, please contact a DNREC-SIRS Chemist for pricing.**

Expedited Turn-Around Pricing:

For expedited turn-around of analyses under the State contract, written pre-approval must first be granted by the DNREC-SIRS project officer for the site. Additional charges for expedited turn-around are listed below as a multiple of the 'standard' turn-around pricing listed above:

24-48 Hour Turn-Around	100% additional	multiply by 2.0
3 Day Turn-Around	50% additional	multiply by 1.5
1 Week Turn-Around	25% additional	multiply by 1.25
2 Week Turn-Around	10% additional	multiply by 1.10
3 Week Turn-Around	Standard	Use price list above

## Attachment B Limitations for Groundwater Investigation/Remediation at Brownfield Sites

(effective for any site that has not received a COCR prior to July 1, 2013)

The main goal of remediation at Brownfield sites is to limit the exposure of contaminated media to human or ecological receptors. For impacted soil, eliminating the exposure pathway through removal and/or capping is generally the most cost effective means to accomplish the goal. Impacts to groundwater, however, are not as easily remedied. Groundwater impacts are generally more expensive to treat, and typically take a longer period of time to achieve regulatory goals. Recognizing these issues in relation to Brownfield Site re-development, DNREC hereby establishes certain limitations to groundwater investigation/remediation at Delaware Certified Brownfield Sites that are unique when compared to other regulated sites under the Hazardous Substance Cleanup Act (HSCA). The intent of groundwater remediation at Brownfield sites is to treat contaminants within the vadose zone and/or within the groundwater itself in order to limit or eliminate future impacts to receptors as the groundwater leaves the Brownfield site, or moves beyond property boundaries. Additional funding is available from DNREC through the Brownfield Program, specifically to assist the certified Brownfield developer in achieving groundwater remediation goals. This additional funding is available to certified Brownfield developers who, based upon investigation results, are required by the Department to complete groundwater remedies and/or groundwater monitoring associated with a remedy.

### Additional Offsite Groundwater Investigation

If the results of the Brownfield Investigation (BFI) indicate that groundwater has been impacted by an **onsite** source (e.g. UST, confirmed past spill, etc.), and it is apparent and/or suspected that contaminants have migrated in groundwater past the Site boundaries, then DNREC will require that three (3) additional groundwater monitoring wells be installed and sampled offsite and down gradient of the Brownfield site. The purpose of the additional monitoring well installation and sampling is to confirm that contaminants have migrated across property boundaries and to determine whether higher concentrations exist down gradient of the source (i.e. a slug has been released from the source). Analytical requirements will be based upon the type of contaminant(s) identified in the groundwater above regulatory thresholds. The additional information will be used by DNREC to determine its next steps for determining the vertical and horizontal extent of the groundwater impact. **Once the three wells have been installed and sampled, the process of further offsite delineation will not be the responsibility of the Brownfield developer.**

Upon completion of the additional groundwater investigation described above, it is anticipated that the BFI Report will be completed for the Site, and a Proposed Plan/Final Plan of Remedial Action will be generated which includes a component of **onsite** groundwater remediation/treatment. It is important to note that **DNREC will not require the certified Brownfield developer to perform remediation/treatment outside or beyond the boundaries of the Brownfield Site.**

As a requirement of the Final Plan of Remedial Action, a Long Term Stewardship (LTS) Plan will be completed which establishes groundwater monitoring components to ensure that

groundwater remediation is effective and that groundwater leaving the site is no longer impacted by site related contaminants in excess of regulatory thresholds. It is expected that compliance points, cleanup goals/concentrations, and monitoring frequency requirements will be established in the LTS Plan.

Institutional controls for groundwater may be used to *support* remedial actions, if determined necessary by the Department, until contaminant reduction has been achieved in accordance with the DNREC approved LTS plan. Institutional controls are not intended to *be* the remedial action for groundwater at the Site.

DNREC does not intend to delay the issuance of a Certificate of Completion of Remedy due to the remediation of groundwater under the Brownfield Program, as long as all requirements established in the Final Plan of Remedial Action have been met.