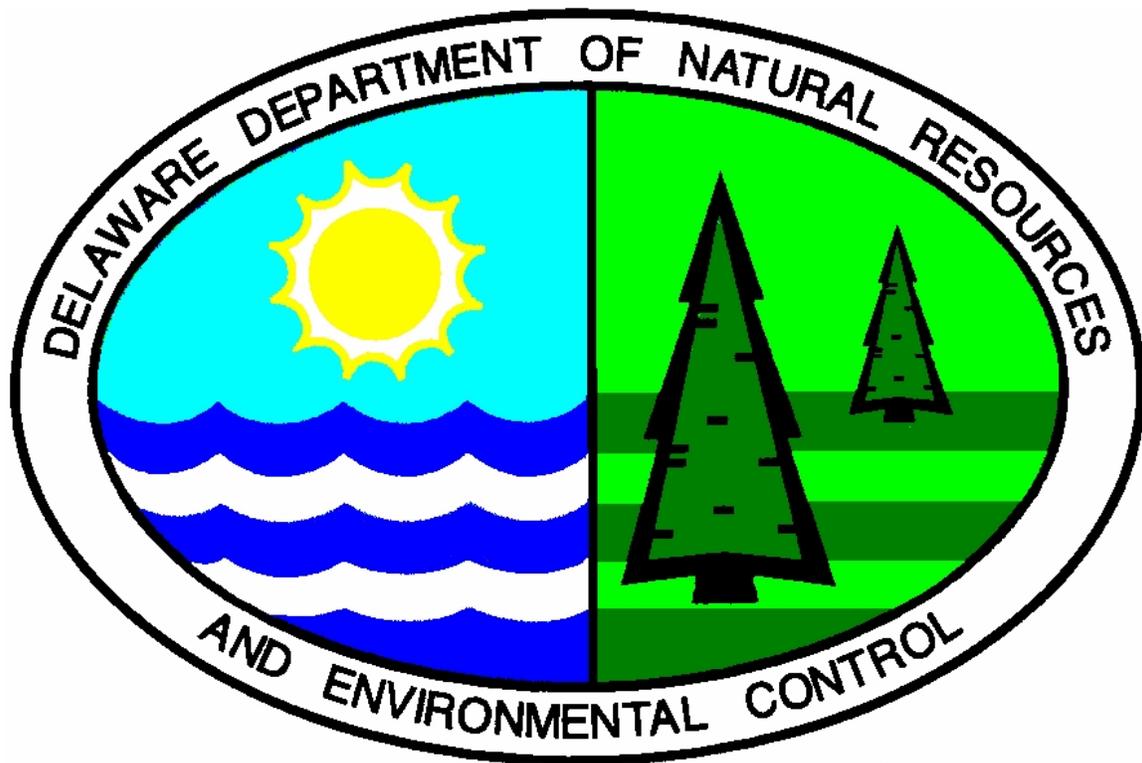


STATE OF DELAWARE

Brownfield Grant Eligible Expenses Guidance and Reimbursement Application Instructions



State of Delaware
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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 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). LTS costs are defined as expenses related to the implementation of DNREC approved 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 LTS 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.

CODE	TASK
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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 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 –Long Term Stewardship

- 13.010 Active LTS 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.

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-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.

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 stabilization/treatment or onsite treatment of contaminated soil . This task includes the actual costs for in-situ or onsite stabilization/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 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 clay liners, sheet piles, , 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

Long Term Stewardship Plan: Includes the cost for preparation of a site specific 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.

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 –LONG TERM STEWARDSHIP*

(effective for sites with a Brownfield Development Agreement signed after January 1, 2011)

13.010

Active LTS Requirements and Reports: Includes all personnel, equipment and subcontractor costs for conducting and overseeing active LTS 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 a LTS 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 LTS 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: LTS 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 LTS requirements that are in accordance with the approved LTS Plan for the site. Failure to meet these deadlines will result in the following:*

1st offense: A written notice of failure to meet the required deadline for submittal of an LTS report.

2nd offense: A forfeiture of eligibility to receive funding for LTS 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 Timothy T. Ratsep, Administrator, Site Investigation and Restoration Section



Timothy T. Ratsep

June 21, 2013

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
JGC13017.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

Signature of Contractor

Invoice Numbers:

Supplementary Form

Task Number **Invoice Number**

Description of Activity

Pre-approval obtained from DNREC-SIRS

Task Number **Invoice Number**

Description of Activity

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 bottleware 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, bottleware and bottleware delivery, sample pick-up and any other routine laboratory procedures as defined in the HSCA SOPCAP.

The current laboratory contract prices can be found at <http://www.dnrec.delaware.gov/dwhs/SIRB/Pages/Brownfields.aspx>, under the Brownfield Related Documents.

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:

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.