



USEPA Brownfield Assessment Coalition Grant Program Policies

The Port of Greater Cincinnati Development Authority (Port Authority), in partnership with coalition members Hamilton County and the City of Cincinnati, is accepting applications for funding under its United States Environmental Protection Agency (USEPA) Brownfield Assessment Coalition Grant. Applications will continue being accepted through July, 2013 or until funds have been expended.

I. Introduction

The U.S. Environmental Protection Agency (USEPA) awarded the Port Authority a \$1,000,000 Hazardous Substance and Petroleum Assessment Grant to assess properties whose redevelopment is hindered by existing or potential environmental contamination. The Port Authority, with support from the coalition members, has engaged five (5) environmental consulting firms to develop Voluntary Action Program (VAP) Phase I and Phase II Environmental Site Assessments and Remedial Action Plans.

Of the \$1,000,000 allocation, \$800,000 is available for Hazardous Substance projects and \$200,000 is available for Petroleum projects.

- **Definitions:**

Brownfield Site – Real property, the expansion, redevelopment or reuse of which may be complicated by the presence or potential presence of hazardous substances, pollutants, contaminants, controlled substances, petroleum or petroleum products or is mine-scarred land.

Hazardous Substance Projects – Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) hazardous substances are substances that are considered severely harmful to human health and the environment. In all, CERCLA designates more than 800 substances as hazardous, and identifies many more as potentially hazardous due to their characteristics and the circumstance of their release.

Petroleum Projects – A site predominantly contaminated with petroleum with “relatively low risk” and no viable responsible party. The applicant cannot be potentially liable for cleaning up the site and the site must not be subject to a Resource Conservation and Recovery Act (RCRA) correction action order.

II. Goals and Objectives

The Port Authority, with support from coalition partners and the Brownfield Assessment Advisory Group, will identify, evaluate and select specific properties on which to spend grant monies.



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The Port Authority's intent is to leverage the grant funds and support and expand the Brownfield redevelopment efforts that are being driven by private and/or public sector organizations.

III. Eligible Applicants

Eligible applicants include municipal corporations of Hamilton County, developers, private businesses and property owners or other agencies/entities with prior approval of the Port Authority. No applicant may have caused or contributed to the contamination of the site. No funds are awarded directly to the applicant or property owner.

IV. Eligible and Ineligible Activities

a. Eligible Activities:

- Ohio Voluntary Action Program (VAP) Phase I Environmental Site Assessment
- Ohio Voluntary Action Program (VAP) Phase II Environmental Site Assessment
- ASTM Phase I Environmental Site Assessment
- ASTM Phase II Environmental Site Assessment
- Preparation of a Remedial Action Plan

Projects not intending to enter the Voluntary Action Program may be limited to ASTM site assessment assistance at the sole discretion of the Port Authority.

b. Ineligible Activities:

- Demolition;
- Remediation;
- Reimbursement of previously conducted environmental site assessments, reports or due diligence;
- Reimbursement of previously conducted cleanup activities;
- Reimbursement of due diligence activities not conducted by a primary environmental consulting firms;
- Updates of previously conducted environmental site assessment less than 3 years old;
- Updates of ASTM reports for the sole purpose of making them VAP compliant;
- Preparation of environmental site assessment reports for projects only resulting in a residential reuse; and
- Preparation of environmental site assessment reports for projects only resulting in sustainable infrastructure



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V. Geographic Eligibility

Brownfield sites located within Hamilton County, including the City of Cincinnati, are eligible for this program. Additional consideration is given to sites located within key commercial and industrial corridors.

VI. Site Eligibility Criteria

To be considered for grant funding, sites must be deemed eligible according to the requirements of the grant, including, but not limited to:

- *General Requirements:*
 1. Sites must be a Brownfield as defined by USEPA;
 2. Sites on the National Priority List are prohibited by USEPA to receive funding;
 3. Responsible parties (RP) and/or potentially responsible parties (PRP) are prohibited by USEPA to receive funding;
 4. Sites subject to court orders or enforcement actions requiring environmental investigation and/or clean up are prohibited by USEPA to receive funding;
 5. Only sites eligible to receive a No Further Action Letter through the Ohio Voluntary Action Program (VAP) or Bureau of Underground Storage Tank Regulations (BUSTR) are eligible for this program.
 6. The applicant must meet all current financial obligations to the City of Cincinnati, Hamilton County and/or local jurisdiction and not be delinquent with any real or personal property taxes, fees, assessments, liens or other charges;
 7. The applicant must currently be in compliance with all applicable ordinances or statutory provisions of the City of Cincinnati, Hamilton County and/or local jurisdiction or have received approval of a plan to bring the site into compliance with said ordinances or statutory provisions.

VII. Evaluation Criteria

Highest consideration for grant funding will be given to projects with a plan for economic redevelopment and the removal of any known or discovered contamination.

Site selection criteria will be comprised of the following factors:

- Documentation for inclusion of the project/site in the community's master plan;
- Documentation of a completed conceptual redevelopment plan for the site;
- Documentation noting the site's location and proximity to existing infrastructure;
- Documentation of the project's readiness to proceed



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- Project's overall impact on the environment (if known)
- Community development projects must substantiate and document job creation opportunity, supplemental private and/or public investment, and written support from the local governing body or community council to be eligible for consideration of assistance (e.g. a letter from the local community development office.)

If a site meets the Site Eligibility Criteria, the site will then be evaluated by the Brownfield Assessment Advisory Group, based on the above criteria, and a recommendation will be made to the Port Authority. The Port Authority will make the final determination for funding.

VIII. Exceptions

The Port Authority may consider exceptions to this policy at its sole discretion. Exceptions will be evaluated on a case-by-case basis and may include, but are not limited to:

- Accepting late or incomplete applications;
- Accepting applications from non-profit economic development agencies;
- Inviting applicants to attend and present project to the Brownfield Assessment Advisory Group;
- Updating existing environmental site assessment reports less than 3 years old;
- Updating prior ASTM environmental site assessments to be VAP compliant;
- Partially funding assessments or investigations that exceed budgeted funds (with approval of USEPA (*Partially funded assessments may be required to execute a separate escrow agreement to secure the necessary funding to complete the required environmental investigation.*)
 - Minimum evaluation criteria for partially funded reports may include, but is not limited to:
 - Substantial job creation and/or retention
 - Substantial real property investment
 - Substantial investment by private entity/landowner/developer in the remediation and/or assessment of the site
 - Substantial local economic impact
 - Have an identified end user
 - Documentation required may include: copies of approved conceptual redevelopment plans, letters from the community council or governing body extending support to the project, a redevelopment timeline and budget, and documentation of an identified end user.



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IX. Application Process and Schedule

Applicants are required to schedule a pre-application conference call and/or meeting with the Port Authority to review project/site eligibility and the application process.

Applicants may apply for more than one eligible activity within an application. Sites will be evaluated accordingly and activities considered as the budget allows. Awards for eligible activities will be made sequentially and in phases based upon the outcome and recommendation of the preceding report and due diligence.

Application forms are available through the Port Authority and may be found at:

www.cincinnatiport.org

Applicants must submit one (1) electronic (PDF) and one (1) original hardcopy, 3-ring bound, copy of the application, exhibits and attachments. *Incomplete and late applications may not be considered.*

*Applications are due no later than **4:00 p.m.** on the due date.*

Completed applications, including cover letter, exhibits and attachments to should be returned to:

Port of Greater Cincinnati Development Authority
Melissa Johnson
Director of Brownfield Development
1014 Vine Street, Suite 1600
Cincinnati, Ohio 45202
Tel.: 513.621.3000

Applicants requesting funding must complete the following procedure:

1. Schedule a pre-application conference call and/or meeting with the Port Authority;
2. Complete and submit an Application for Financial Assistance along with required exhibits and attachments to the Port Authority;
3. The Port Authority may request/conduct an initial project meeting(s) and /or site visit;
4. The Port Authority will evaluate the application using the site criteria listed in Section VI to determine initial eligibility;
5. The Application for Financial Assistance will be presented to the Brownfield Assessment Advisory Group for consideration;
6. The site will be presented to the USEPA and/or BUSTR for an eligibility evaluation;
7. The site will be evaluated by a Port Authority approved consulting firm and a project budget estimate will be prepared;



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8. If approved for funding by the Port Authority, the Applicant will receive an approval letter indicating the eligible activity for which funds will be used

Application Schedule:

Application Deadline	Brownfield Assessment Advisory Group Meeting	USEPA/BUSTR Eligibility Evaluation	Notice of Funding/Assistance
April 8, 2011	April 20, 2011	30 days	June 1, 2011
June 1, 2011	June 15, 2011	30 days	July 15, 2011
August 1, 2011	August 15, 2011	30 days	September 15, 2011
October 1, 2011	October 15, 2011	30 days	November 15, 2011
December 1, 2011	December 15, 2011	30 days	January 15, 2012
February 1, 2012	February 15, 2012	30 days	March 15, 2012
April 1, 2012	April 15, 2012	30 days	May 15, 2012
June 1, 2012	June 15, 2012	30 days	July 15, 2012
August 1, 2012	August 15, 2012	30 days	September 15, 2012

X. Approved Consulting Firms

Eligible activities may only be performed by the following environmental consulting firms. The Port Authority approved consulting firms identified below will be solely directed and engaged by the Port Authority for work performed at the project site(s).

- ATC Associates, Inc.
- KERAMIDA, Inc.
- PANDEY Environmental, LLC
- Soil and Materials Engineers, Inc. (SME)
- TRC Environmental Corp. (formerly The Payne Firm, Inc.)

XI. Site Access and Consent Agreement

Property owner(s) must agree to provide site access to the Port Authority and the selected Port Authority approved consulting firm for the purpose of conducting work through the Site Assessment Grant. The property owner(s) will be required to submit an executed site access and consent agreement for each eligible activity at the time of application.

The applicant and owner understands and agrees that the Property will be identified on government inventories, databases, and/or lists of Brownfield properties, including those receiving work funded by the Grant.



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XII. Fees

There are no fees associated with the application process for this grant.

XIII. Document Availability and Ownership

All documents created with public funds and submitted as part of this program may be public documents subject to review under applicable law. The Port Authority will furnish applicant, upon its request, with a copy of any final reports relating to the Property prepared as part of the Services.

Documents may not be copied or disseminated without the express written approval of the Port Authority.

XIV. Public Outreach

Per the requirements of the EPA grant, the Port Authority will conduct several public meetings and issue announcements relative to the availability of funding. These announcements and meetings will include an overview of fundable activities and the application process. Projects that have received funding/assistance through this program may be presented at these meetings or in these announcements.



USEPA Brownfield Assessment Coalition Grant *Application for Financial Assistance*

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Application for Financial Assistance**

III. Application Schedule

Application Deadline	Brownfield Assessment Advisory Group Meeting	USEPA/BUSTR Eligibility Evaluation	Notice of Funding/Assistance
April 8, 2011	April 20, 2011	30 days	June 1, 2011
June 1, 2011	June 15, 2011	30 days	July 15, 2011
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April 1, 2012	April 15, 2012	30 days	May 15, 2012
June 1, 2012	June 15, 2012	30 days	July 15, 2012
August 1, 2012	August 15, 2012	30 days	September 15, 2012



**USEPA Brownfield Assessment Coalition Grant
Application for Financial Assistance**

THE APPLICATION

Property Location:

Address _____ City _____ State _____ Zip Code _____

Please select an Assessment Program:

Hazardous Substance

Petroleum

This Application is for (check all that applies):

Phase I Environmental Site Assessment

Phase II Environmental Site Assessment

Preparation of Remedial Action Plan

Projects not intending to enter the Voluntary Action Program may be limited to ASTM site assessment assistance.

APPLICANT INFORMATION

I. APPLICANT CONTACT INFORMATION

Applicant Name: _____

Address: _____

Town/City: _____ **State:** _____ **Zip Code** _____

Phone: _____ **Fax:** _____

E-mail: _____ **Website:** _____

Relationship to owner: _____

Applicant is (check all that applies):

Municipal Corporation of Hamilton County	<input type="checkbox"/>
Developer/Private Business	<input type="checkbox"/>
Property Owner	<input type="checkbox"/>

Evidence of Ownership and Access (please select one) Attachment A

If the Applicant is <i>not</i> the owner of the property, provide documentation of the access agreement between the Applicant and the Property Owner(s)	<input type="checkbox"/>
If the Applicant is <i>not</i> the owner of the property and there is an Option to Purchase the property, provide evidence of Option to Purchase	<input type="checkbox"/>
If Applicant <i>is</i> owner of property, show evidence of property ownership by providing a copy of the deed for all parcels within the defined project property	<input type="checkbox"/>



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Application for Financial Assistance**

PART A – PROPERTY INFORMATION

1. Property Location Information

Property Name (including aliases or historic names): _____

Address: _____

Town/City: _____ State: _____ Zip Code: _____

Neighborhood: _____

2. Property Owner Information (If different than Applicant. If a multi-parcel application, please attach additional sheets for property owner contact information)

Name of Current Property Owner: _____

Address: _____

Town/City: _____ State: _____ Zip Code: _____

Phone: _____ Fax: _____

E-mail: _____ Website: _____

Date of Purchase by Current Property Owner(s): _____

How was the Property Acquired (purchase, tax foreclosure, donation, eminent domain): _____

3. Property Contact Information (If different than Property Owner or Applicant)

Name: _____

Address: _____

Town/City: _____ State: _____ Zip Code: _____

Phone: _____ Fax: _____

E-mail: _____ Website: _____

Relationship to Owner: _____

4. Size of property to be assessed (acres): _____

Provide Property Map as **Attachment B**.

5. Parcel number(s): _____

6. Current land use and/or zoning classification: _____



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7. Property History (provide an overview of the ownership, operations history, including company names and dates of operation ceased, as applicable and known)

Company Name	Owner Name	Operation Description	Date Operations Ceased

8. Access (provide name and distance):

Proximity to major road(s): _____

Proximity to major airport(s): _____

Rail Served: YES NO

River Access: YES NO

Pedestrian accessibility: YES NO

Public transportation: YES NO

9. Available Utilities (check all that applies):

- None
- Natural Gas
- Water
- Electric
- Telecom
- Broadband



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PART B – PROJECT ELIGIBILITY

1. Provide as *Attachment C*, a minimum 250 word narrative describing the project. Please limit narrative to 2-pages. *This attachment is mandatory.*

2. Is the property eligible to participate in the Ohio Environmental Protection Agency (EPA) Voluntary Action Program (VAP) as defined in Ohio Administrative Code rule 3745-300-02? (If necessary, please contact the Port Authority for assistance with this question.)

YES

NO

a. If YES, is the property currently enrolled in the VAP? YES NO

b. If YES, please describe the activities completed under the VAP thus far (e.g., Phase I, Phase II activities and dates):

3. Is the property listed on the National Priority List? (www.epa.gov/superfund/sites/npl)

YES (STOP – not eligible)

NO (continue)

4. Is the Applicant a responsible party (RP) or potentially responsible party (PRP) liable for cleanup of hazardous substances and/or petroleum contamination on the property?

YES (STOP – not eligible)

NO (continue)

5. Has the Applicant been subject to either of the following?

A federal judgment or order in a court of law or an administrative order issued by an administrative body that would require the Applicant to assess, investigate, or clean up the property; or

A filed enforcement action brought by federal or state authorities, or is party to a citizen suit that would, if successful, require the Applicant to assess, investigate or clean up the property.



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- YES** (*STOP – not eligible*) If YES, please indicate above.
- NO** (*continue*)

6. Does the Applicant meet all current financial obligations to the City of Cincinnati, Hamilton County and/or local jurisdiction, and is not delinquent with any real or personal property taxes, fees, assessments, liens or other charges?

- YES** (*continue*)
- NO** (*STOP – not eligible*)

7. Is the Applicant currently in compliance with all applicable ordinances or statutory provisions of the City of Cincinnati, Hamilton County and/or local jurisdiction, or have received approval of a plan to bring the site into compliance with said ordinances or statutory provisions?

- YES** (*continue*)
- NO** (*STOP – not eligible*)

8. Does the Applicant have or can obtain access to 100% of the property? (check one)

- YES** Applicant is sole property owner or has control of property
- YES** Applicant has entered into an access agreement with current property owner(s)
- YES** If the Applicant has not obtained access, is the Applicant presently working on acquiring an access agreement with current Property Owner(s)?
- YES** Applicant is a municipal corporation with legal authority to declare conditions on the property to be a public nuisance and enter the property to abate the nuisance
- YES** Other (*specify*):

- NO** (*STOP – assessment project is not eligible if the Applicant cannot obtain access.*)



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PROJECT EVALUATION CRITERIA

1. What are the most influential factors for assessing the property? (check all that apply)

- Redevelopment potential of property for a for-profit business
- Redevelopment potential of property for public purpose
- Redevelopment potential of property as a park/green space
- Public health and safety benefit
- Other (specify):

2. Is the project property included in an adopted community development plan? (A community development plan is a strategic plan, market study or other document that guides the future economic development or land use of the community in which the project property is located.)

- YES
- NO

If YES, please provide an excerpt or portion of the community’s development plan that identifies the general area of the project property and/or local brownfield redevelopment initiative as **Attachment D**.

Name of Report(s)	Date of Report(s)	Adopted By

3. Is there a redevelopment proposal currently in place or being evaluated for the end use of the site?

- YES
- NO

If YES, is the possible end-use(s) for the property part of, or consistent with, the community’s master plan?

- YES (I have also contacted the local economic development organization about the property’s redevelopment potential and neighborhood plans)



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Name of Contact	Position	Organization

NO (If NO, explain why)

If a redevelopment proposal is available, please provide a brief explanation below. Include business/project name, type of business activities, improvements, structures to be built, etc.

Please provide a copy of the redevelopment proposal, preliminary budget and redevelopment schedule as **Attachment E**.

4. Is there a confirmed end-user(s) or developer(s) for the property? (check one)

- YES** (Applicant has a confirmed end-user(s) for the property)
- YES** (Applicant has a developer in place, but has not confirmed a final end-user[s])
- NO**

If YES, please complete questions 5 – 8 if known. If NO, please skip to item 9.

5. End-user/Developer

Name: _____ Title: _____
 Organization/Company: _____
 Address: _____
 Town/City: _____ State: _____ Zip Code: _____
 Phone: _____ Fax: _____
 E-mail: _____ Website: _____

6. How many permanent jobs are committed to be retained on the project property? (Retained jobs include permanent full-time jobs on the project property that are currently located within Hamilton County.)

- 50 or more jobs
- 10-49 jobs
- Less than 10 jobs
- No jobs retained



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7. How many permanent jobs are committed to be created on the project property? (*Newly created jobs include permanent full-time jobs on the project property that are not currently located within Hamilton County.*)

- 50 or more jobs
- 26-49 jobs
- 10-25 jobs
- Less than 10 jobs
- No jobs created

8. How many times is the committed average wage above the State minimum wage? (Estimate how many times the average of the retained and/or created wages are above the state minimum wage.)

- 3 times or more
- 2 to 2.99 times
- 1 to 1.99 times
- Less than minimum wage

Example: The average wage of the retained and/or created jobs is \$14.00 per hour. The state minimum wage is \$7.40 per hour. The ratio is $\$14.00/\$7.40 = 1.89$.

9. Indicate the current economic condition of property:

- Fully occupied
- Partially vacant / Under utilized
- Vacant
- Orphaned / Abandoned

10. Number of existing buildings: _____ **Total square footage of existing buildings:** _____

Does the owner or applicant intend to demolish the existing buildings? YES NO

11. If known, what is the current (pre-cleanup) appraised market value of the property? \$ _____

Source: _____

12. Please list past land uses/activities of the property of which may have caused environmental contamination:



**USEPA Brownfield Assessment Coalition Grant
Application for Financial Assistance**

13. What will the information gathered during the requested assessment be used for?

14. Do you intend to seek Clean Ohio grant funds if this project is determined eligible?

- YES
- NO

Note: Projects not intending to enter the Voluntary Action Program may be limited to ASTM site assessment assistance.

15. Have there been any assessment activities already completed at the property either by the Applicant, Property Owner(s), Government Agencies, or Others?

- YES
- NO

If YES, please indicate the date of the report(s) and the consulting firm that authored the report(s):

Type of Report	Date of Report	Author of Report (Name of Consulting Firm)
Phase I Environmental Site Assessment ASTM or VAP (circle one)		
Phase II Environmental Site Assessment ASTM or VAP (circle one)		
Asbestos Abatement Report		
BUSTR Tier I Environmental Site Investigation		
BUSTR Tier II Environmental Site Investigation		
Remedial Action Plan		

Please provide copies of the above indicated reports as **Attachment F**.



**USEPA Brownfield Assessment Coalition Grant
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16. Please provide a brief description of any known or suspect environmental contaminants:

17. Has the Applicant received in the past, is currently receiving, or has applied for Ohio EPA, State of Ohio Fire Marshal's Office BUSTR, or U.S. EPA Brownfield assessment and/or cleanup funding for the project property?

YES *(Specify funding source(s) and list the activities for which funding has been or is being used, or was requested)*

NO

18. Are there any commitments from the Applicant's municipality, other local public or private resources to contribute to assessment and/or cleanup costs?

YES *(If yes, what are the source(s) of funding, activity(s), and dollar commitment from each?)
Please attach additional sheet(s) if more space is needed.*

NO

Source(s)	Activity(ies) funds will be used for	Funding Amount
<hr/>	<hr/>	\$ <hr/>
<hr/>	<hr/>	\$ <hr/>
<hr/>	<hr/>	\$ <hr/>



**USEPA Brownfield Assessment Coalition Grant
Application for Financial Assistance**

By submitting the information included with this completed USEPA Brownfield Assessment Coalition Grant Application for Financial Assistance, the Applicant acknowledges that the USEPA Brownfield Assessment Coalition Grant is designed to screen properties to determine if contaminants or hazardous substances may be present and requests that the Port Authority conduct environmental site assessment(s) on the property detailed herein.

The Applicant understands and agrees that the Property will be identified on government inventories, databases, and/or lists of Brownfield properties, including those receiving work funded by this Grant.

The undersigned affirms their intent to participate in this program and agrees to the required terms of the program Policies.

I attest that I have the authority to submit this Application for Financial Assistance and that the information submitted within this application is true, accurate and complete to the best of my knowledge.

Applicant:

Print or Type Name

Date

Signature



**USEPA Brownfield Assessment Coalition Grant
Application for Financial Assistance**

LIST OF REQUIRED ATTACHMENTS

<i>Please mark applicable attachments with an "X" and non-applicable attachments as "N/A"</i>		
Attachment A	Evidence of Ownership and Access between Applicant and Property Owner	
Attachment B	Property Map (e.g. aerial boundary map, plat map)	
Attachment C	250-word, 2-page maximum Project Description Narrative	
Attachment D	Excerpt from adopted Community Development Plan	
Attachment E	Copy of Redevelopment Proposal	
Attachment F	Copy of Previous Environmental Site Assessment(s)/Investigations	
Exhibit 1*	Site Access Agreement For Phase I Environmental Site Assessment and Other Non-Sampling Activities (Required)	
Exhibit 2*	Site Access Agreement For Phase II Environmental Site Assessment and Other Sampling Activities (Required)	

**Exhibits 1 and 2 are required documents of this program. Please provide an executed Exhibit 1 if only requesting Phase I assistance. Please provide an executed Exhibit 2 if only requesting Phase II assistance. Please provide an executed Exhibit 1 and 2 if requesting both Phase I and Phase II assistance.*



**USEPA Brownfield Assessment Coalition Grant
*Application for Financial Assistance***

EXHIBIT 1

SITE ACCESS AND CONSENT AGREEMENT

Site Access Agreement For Phase I Environmental Site Assessment and Other Non-Sampling Activities



USEPA Brownfield Assessment Coalition Grant

Site Access Agreement For Phase I Environmental Site Assessment and Other Non-Sampling Activities

This Site Access Agreement for Phase I Environmental Site Assessment and Other Non-Sampling Activities ("Agreement") is entered into by and among _____ ("OWNER") and the Port of Greater Cincinnati Development Authority ("PORT AUTHORITY") to provide the PORT AUTHORITY access to property with an address of _____, _____, Hamilton County, Ohio (the "Property") for the purpose of conducting the Phase I environmental site assessment and other non-physical sampling activities on the Property described in Exhibit A ("Services") funded through a USEPA Brownfield Assessment Cooperative Grant, dated August 30, 2010 (the "Grant"). Now, therefore, in consideration of the mutual covenants set forth below, the parties agree as follows:

1. OWNER agrees to provide the PORT AUTHORITY and its employees, consultants, and those acting on its behalf (collectively "representatives"), access to the Property for the purpose of conducting the Services. Access shall be restricted to normal business hours on normal business days and be available upon at least forty-eight (48) hours advance notice by PORT AUTHORITY or its representatives to OWNER. Access rights shall exist from time-to-time until the Services are completed; however, unless extended by OWNER, the access rights shall expire on _____, 2012.

2. The PORT AUTHORITY will require its consultants to obtain insurance for their work and to perform the Services in compliance with all applicable laws. The PORT AUTHORITY will furnish OWNER, upon its request, with a copy of any final reports relating to the Property prepared as part of the Services.

3. OWNER understands and agrees that all information it provides related to the Services shall be true and correct to the best of its knowledge, any information obtained during the Services may become part of a public document and subject to public review (and PORT AUTHORITY shall not be responsible for the contents of such documents), that the Services may determine whether hazardous substances and/or petroleum are present on or about the Property and express findings and recommendations regarding the Property's environmental conditions, and that the Grant funding for the Services does not include and the PORT AUTHORITY will not pay for the costs of cleanup, should it be recommended or necessary. OWNER understands and agrees that the Property will be identified on government inventories, databases, and/or lists of brownfield properties, including those receiving work funded by the Grant. OWNER is not a party to and shall have no rights under the Grant or the contract(s) between PORT AUTHORITY and its consultant(s). Owner indemnifies, releases and covenants not to sue PORT AUTHORITY and its representatives for and from all claims, liabilities, damages, and costs (including attorneys fees and costs) arising from the Services except to the extent caused by the negligence of the PORT AUTHORITY or its representatives.

4. This Agreement contains the entire agreement between the parties hereto with respect to its subject matter. This Agreement may not be modified in any respect, except by a writing executed by the authorized representative of each party. This Agreement supersedes and replaces all prior access-related agreements relating to the Property. This Agreement shall be governed by Ohio law.

IN WITNESS WHEREOF, the parties have executed this Agreement which is effective this ____ day of _____, 20____.



USEPA Brownfield Assessment Coalition Grant
Site Access Agreement For Phase I Environmental Site Assessment and Other Non-Sampling Activities

**PORT OF GREATER CINCINNATI
DEVELOPMENT AUTHORITY**

OWNER

By: Raymond Schafer

Name: _____

Its: President

By: _____

Signature: _____

Its: _____

Signature: _____

Attachment: Exhibit A (Services)



Port of Greater Cincinnati
Development Authority



USEPA Brownfield Assessment Coalition Grant
Site Access Agreement For Phase I Environmental Site Assessment and Other Non-Sampling Activities

EXHIBIT A

SERVICES



Port of Greater Cincinnati
Development Authority



**USEPA Brownfield Assessment Coalition Grant
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EXHIBIT 2

SITE ACCESS AND CONSENT AGREEMENT

Site Access Agreement For Phase II Environmental Site Assessment and Other Sampling Activities



USEPA Brownfield Assessment Coalition Grant

Site Access Agreement For Phase II Environmental Site Assessment and Other Sampling Activities

This Site Access Agreement for Phase II Environmental Site Assessment and Other Sampling Activities ("Agreement") is entered into by and among _____ ("OWNER") and the Port of Greater Cincinnati Development Authority ("PORT AUTHORITY") to provide the PORT AUTHORITY access to property with an address of _____, _____, Hamilton County, Ohio (the "Property") for the purpose of conducting the Phase 2 environmental site assessment and/or physical sampling activities on the Property described in Exhibit A ("Services") funded through a USEPA Brownfield Assessment Cooperative Grant, dated August 30, 2010 (the "Grant"). Now, therefore, in consideration of the mutual covenants set forth below, the parties agree as follows:

1. OWNER agrees to provide the PORT AUTHORITY and its employees, consultants, and those acting on its behalf (collectively "representatives"), access to the Property for the purpose of conducting the Services. Access shall be restricted to normal business hours on normal business days and be available upon at least forty-eight (48) hours advance notice by PORT AUTHORITY or its representatives to OWNER. Access rights shall exist from time-to-time until the Services are completed; however, unless extended by OWNER, the access rights shall expire on _____, 2012.

2. The PORT AUTHORITY will require its consultants to obtain insurance for their work and to perform the Services in compliance with all applicable laws. The PORT AUTHORITY will furnish OWNER, upon its request, with a copy of any final reports relating to the Property prepared as part of the Services. While PORT AUTHORITY will require its consultants to perform the Services in a manner that will not unreasonably interfere with OWNER's normal use of the Property, OWNER understands and agrees that intrusive sampling into the Property is part of the Services and will occur, resulting potentially in disturbance, noise, dust, and changes to those areas of the Property where sampling occurs. While PORT AUTHORITY may require its consultants to provide certain basic restoration after sampling (such as patching asphalt), OWNER shall be solely responsible for all restoration work not specifically included in writing in Exhibit A.

3. OWNER understands and agrees that all information it provides related to the Services shall be true and correct to the best of its knowledge, and most notably OWNER shall disclose to PORT AUTHORITY and its representatives any reasonably known risks associated with sampling the Property. OWNER understands and agrees that any information obtained during the Services may become part of a public document and subject to public review, that the Services may determine whether hazardous substances and/or petroleum are present on or about the Property and express findings and recommendations regarding the Property's environmental conditions, and that the Grant funding for the Services does not include and the PORT AUTHORITY will not pay for the costs of cleanup, should it be recommended or necessary. OWNER understands and agrees that the Property will be identified on government inventories, databases, and/or lists of brownfield properties, including those receiving work funded by the Grant. PORT AUTHORITY and its representatives shall have no responsibility for additional sampling of the PROPERTY beyond the Services and OWNER agrees that as between OWNER and PORT AUTHORITY (and its representatives), OWNER shall be solely liable for all hazardous substances and petroleum released, discovered, or identified on or emanating from the Property. OWNER is not a party to and shall have no rights under the Grant or the contract(s) between PORT AUTHORITY and its consultant(s). Owner indemnifies, releases and covenants not to sue PORT AUTHORITY and its representatives for and from all claims, liabilities,



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damages, and costs (including attorneys fees and costs) arising from the Services except to the extent caused by the negligence of the PORT AUTHORITY or its representatives.

4. All original reports, diagrams, data compilations, drawings, plans, specifications and other documentation ("Documentation") prepared by or on behalf of the PORT AUTHORITY shall become the property of the PORT AUTHORITY and not OWNER. PORT AUTHORITY shall not be responsible for the contents of such Documentation, but shall have the full right to use them for any purpose without any claim by OWNER for compensation by reason of such use.

5. This Agreement contains the entire agreement between the parties hereto with respect to its subject matter. This Agreement may not be modified in any respect, except by a writing executed by the authorized representative of each party. If suit is brought to enforce or interpret any part of this Agreement, the prevailing party shall be entitled to recover its reasonable costs and attorneys' fees. This Agreement supersedes and replaces all prior access-related agreements relating to the Property. This Agreement shall be governed by Ohio law.

IN WITNESS WHEREOF, the parties have executed this Agreement which is effective this ____ day of _____, 20____.

**PORT OF GREATER CINCINNATI
DEVELOPMENT AUTHORITY**

OWNER

By: Raymond Schafer

Name: _____

Its: President

By: _____

Signature: _____

Its: _____

Signature: _____

Attachment: Exhibit A (Services)



Port of Greater Cincinnati
Development Authority



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EXHIBIT A

SERVICES