



LAKE COUNTY FOREST PRESERVES
www.LCFPD.org

Preservation, Restoration, Education and Recreation

DATE: August 31, 2015

MEMO TO: Bonnie Thomson Carter, Chair
Planning and Restoration Committee

S. Michael Rummel, Chair
Finance and Administrative Committee

Agenda Item# 9.5

FROM: James L. Anderson, Director
Natural Resources

SUBJECT: U.S. EPA Clean Water Act Section 319 Grant Program
Dutch Gap and Prairie Stream Forest Preserves

RECOMMENDATION: Recommend approval of a Resolution approving an Intergovernmental Agreement with Lake County Stormwater Management Commission to receive cost share funds from the Clean Water Act Section 319 Grant Program.

BACKGROUND: In 2011, Lake County Stormwater Management Commission (SMC) completed a Watershed-Based Plan for the North Mill Creek – Dutch Gap Canal. The plan describes strategies for protecting and restoring the watershed. In 2013, SMC hired a consultant to provide technical assistance to landowners in the watershed, in order to improve agricultural Best Management Practices (“BMPs”) within the watershed. As a major land owner in this watershed, District staff assisted this process by leading the consultant on site visits to various Forest Preserves within the watershed to inspect areas that could be causing nonpoint source pollution. As a result, the consultant produced a document that assessed the current conditions, recommended implementation of BMPs, and provided a benefits summary. In 2014, SMC applied for funding from the Illinois EPA Clean Water Act Section 319 Grant Program to assist landowners with cost share funds to implement recommended BMPs. This grant was awarded to SMC in June 2015.

As a participating landowner in the watershed, the District will receive grant funds from SMC for up to 50% cost share assistance not to exceed \$38,669.00 to implement recommended BMPs. Recommended activities include installation of nearly eight acres (over 6,600 linear feet) of grassed waterways, four rock check dams, a rock scour pool, and field border strips, and repair of an eroded/damaged drain tile. The District will solicit quotes or bids for this work. Work will take place at four specific locations within Dutch Gap and Prairie Stream Forest Preserves.

In order to obtain grant funds from SMC, the District must enter into an intergovernmental agreement with SMC.

REASON FOR RECOMMENDATION: Committee recommendation and Board approval are required in accordance with District policy.

REVIEW BY OTHERS: Chief Operations Officer, Director of Finance, Legal Counsel

FINANCIAL DATA: Funding will be used to implement agricultural BMPs to District lands to reduce nonpoint source pollution to the North Mill Creek – Dutch Gap Canal Watershed, a watershed of the Des Plaines River. Estimated project costs are \$77,339.00 with up to \$38,669.40 funding assistance anticipated from SMC, through the Illinois EPA Clean Water Act Section 319 Grant program. Matching funds (\$38,669.40) will be charged to the Farm Management Fund account 28644000-705100-62804.

PRESENTER: James L. Anderson

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

**BOARD OF COMMISSIONERS
LAKE COUNTY FOREST PRESERVE DISTRICT
REGULAR SEPTEMBER MEETING
SEPTEMBER 8, 2015**

MADAM PRESIDENT AND MEMBERS OF THE BOARD OF COMMISSIONERS:


Your **PLANNING AND RESTORATION COMMITTEE** and **FINANCE AND ADMINISTRATIVE COMMITTEE** present herewith "A Resolution Approving an Intergovernmental Agreement with Lake County Stormwater Management Commission for Agricultural Best Management Practices at Dutch Gap and Prairie Stream Forest Preserves," and request its adoption.

**PLANNING AND RESTORATION
COMMITTEE:**

YEA NAY

**FINANCE AND ADMINISTRATIVE
COMMITTEE:**

YEA NAY


Bonnie Thomson Carter, Chair


S. Michael Rummel, Chair

Nick Sauer, Vice Chair


Linda Pedersen, Vice Chair

Carol Calabresa

Steve Carlson

Bill Durkin

Bill Durkin

Sandra Hart

Sandra Hart

Diane Hewitt

Aaron Lawlor

Sid Mathias

Audrey Nixon

Craig Taylor

Tom Weber

**LAKE COUNTY FOREST PRESERVE DISTRICT
LAKE COUNTY, ILLINOIS**

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH LAKE COUNTY
STORMWATER MANAGEMENT COMMISSION FOR AGRICULTURAL BEST MANAGEMENT
PRACTICES AT DUTCH GAP AND PRAIRIE STREAM FOREST PRESERVES**

WHEREAS, the Lake County Forest Preserve District (the "District") owns properties known as Dutch Gap Forest Preserve and Prairie Stream Forest Preserve (the "Properties"); and

WHEREAS, the Lake County Stormwater Management Commission (the "Partner") has as its mission to "improve water quality, reduce flood damages, and restore and enhance the natural drainage system"; and

WHEREAS, the District and the Partner desire to implement agricultural best management practices at the Properties (the "Work"), with a focus on improving water quality on agricultural lands within the North Mill Creek/Dutch Gap Canal Watershed; and

WHEREAS, in 2015 the Illinois Environmental Protection Agency awarded grant funds from the Clean Water Act Section 319 Grant Fund (the "Grant") to the Partner for the performance of the Work; and

WHEREAS, pursuant to Section 10 of Article VII of the Illinois Constitution of 1970, units of local government, such as the District and the Partner, may contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., any power, privilege, function, or authority exercised by a public agency, including the District and the Partner, may be exercised, combined, transferred, and enjoyed jointly with any other public agency to the extent not prohibited by law; and

WHEREAS, it is in the best interest of the District to enter into an intergovernmental agreement (the "Agreement") with the Partner for the use of Grant funds to reimburse the District for portions of the Work;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Lake County Forest Preserve District, Lake County, Illinois THAT:

Section 1. Recitals. The recitals set forth above are incorporated as a part of this Resolution by this reference.

Section 2. Approval of the Agreements. The Agreement, in substantially the form attached hereto, is hereby approved.

Section 3: Execution of Contract. The Executive Director and Secretary of the District are hereby authorized and directed, on behalf of the District, to execute and attest, respectively, the Agreement, and all other documents necessary to use the Grant funds for the Work.

Section 4. Effective Date. This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED this _____ day of _____, 2015

AYES:

NAYS:

APPROVED this _____ day of _____, 2015

ATTEST:

Ann B. Maine, President
Lake County Forest Preserve District

Julie A. Gragnani, Secretary
Lake County Forest Preserve District

Exhibit _____

**AGREEMENT between the
LAKE COUNTY STORMWATER MANAGEMENT COMMISSION
and LAKE COUNTY FOREST PRESERVE DISTRICT for the
DUTCH GAP AGRICULTURAL BMP IMPLEMENTATION PROJECT**

Project No. G15-84-071

This is an agreement by and between the LAKE COUNTY STORMWATER MANAGEMENT COMMISSION (hereinafter referred to as **SMC**), 500 West Winchester Road, Libertyville, Illinois 60048 and LAKE COUNTY FOREST PRESERVE DISTRICT, (hereinafter referred to as **RECIPIENT**), 1899 W Winchester Road, Libertyville, Illinois 60048.

PURPOSE

Through this Agreement, SMC agrees to provide thirty-eight thousand six hundred sixty-nine dollars (\$38,669) of Illinois EPA Section 319 funds to the RECIPIENT for the *Dutch Gap Agricultural BMP Implementation Project* (**PROJECT**) as a reimbursement of PROJECT costs. Reimbursement will be provided following:

- submission of a landowner agreement, Illinois EPA “Best Management Practice (BMP) Application Form”, and a 10-year operation and maintenance plan, and approval of the PROJECT design and specifications;
- successful implementation of the PROJECT in conformance with the approved design plan and specifications, and submission of a final PROJECT report including photo documentation, and receipt of vouchers or other evidence of expenditure of funds or evidence of in-kind services as agreed upon in the 319 Grant proposal and budget, or in a revised budget or schedule accepted by both parties to this Agreement and the Illinois EPA.

The Scope of Work is described below and in Attachment A and the PROJECT Budget in Attachment B. Reimbursement shall be made upon receipt and approval of the grant documentation required by the Illinois EPA Financial Assistance Agreement #3191506 in accordance with the PROJECT schedule (Attachment C). The RECIPIENT shall provide the match amount detailed in the PROJECT grant proposal or, at minimum, no less than fifty (50) percent of the total PROJECT cost in matching funds of cash or approved in-kind services or materials. Said minimum matching amount is thirty-eight thousand six hundred sixty-nine dollars and forty cents (\$38,669.40).

SCOPE OF WORK AND SCHEDULE OF COMPLETION

The Scope of Work is summarized below and is further described in the RECIPIENT’S grant proposal, which is included as Attachment A. The Schedule for completion of the PROJECT including grant documentation and PROJECT implementation is included as Attachment C.

The RECIPIENT shall implement Best Management Practices (BMPs) in agricultural fields in four locations to reduce nonpoint source pollution in North Mill Creek – Dutch Gap Canal. The PROJECT includes the installation of 7.8 acres of grassed waterway, 4 rock check dams, 1 rock scour pool, 34 acres of conservation tillage, 2.6 acres of field border strips, and 30 feet of tile repair. The BMPs shall be designed to filter runoff so as to remove suspended sediment, heavy metals, oil and grease, nutrients, and other suspended and soluble nonpoint source pollutants, as well as reduce runoff volume and velocity while providing other beneficial hydrologic functions. The PROJECT includes four different

locations in Antioch and unincorporated Antioch, Illinois; the following is PROJECT information for each location.

- **Dutch Gap Site 1:** The site is in the south east quarter of a 108 acre field which contains small drainage ways with no erosion and one main waterway, 800 feet long with active erosion. The PROJECT will include the implementation of 850 feet of grassed waterway (constant width of 50 feet) and installing a rock check on the southern portion of the waterway.
- **Dutch Gap Site 2:** The site traverses the center of a 64 acre field which contains one main waterway with a steeply eroded section, and two lateral waterways. The PROJECT will include the reshaping of the main grassed waterway to 2,081 feet in length; at various widths. Lateral A will be reshaped to be 1,200 feet long and 40 feet wide and Lateral B will be reshaped to be 783 feet long and 40 feet wide. Three rock checks will be installed on the main waterway, near the intersection of Lateral B, and erosion control blankets will be utilized to stabilize the waterway until vegetation is established.
- **Dutch Gap Site 3:** The site is located on the north and southern ends of a 34 acre field which contains two waterways. The PROJECT will include reshaping of waterway 1 to 527 feet long at a constant width of 36 feet and waterway 2 to 1,234 feet long at various widths. Additional BMPs installed on the property include a concrete scour pad (basin) on the southwest corner of the property and 2.6 acres of filter strip (2,150' long by 52' wide) along the east edge of the crop field. The concrete scour pad will reduce channel scour at the culvert outlet and the filter strip will provide additional nutrient and sediment trapping.
- **Dutch Gap Site 4:** The site is located on the south west corner of a 100 acre crop field, with a series of prairie pothole wetlands. The PROJECT will include reinstalling approximately 30 feet of 24-inch open flow conduit (tile) and covering with soil. The tile repair will reduce surface runoff flows into the system and restore positive groundwater flow for upstream owners.

The RECIPIENT agrees to:

1. Design and Specifications - The RECIPIENT, or its Assigns, shall submit the engineering design plans and specifications (Design) for the construction of the BMPs. The Design shall describe the installation of the BMPs described above and will specifically identify the type and location of the BMPs, describe the environmental problems associated with the PROJECT sites and the criteria used to select each BMP, and provide a detailed blueprint for the cost, advantages and disadvantages, location, design, maintenance, installation and construction, and materials used in the BMPs, including plant species. The Design shall meet the requirements of the current Illinois Urban Manual and the Native Plant Guide for Streams and Stormwater Facilities in Northeastern Illinois. The Design must be certified by a registered professional engineer or Natural Resources Conservation Service (NRCS) staff unless the RECIPIENT obtains a waiver of this certification requirement from the Illinois EPA. The Design submittal to SMC shall be the same engineering design and specifications package submitted for any permits that may be required for the PROJECT.

The Design shall also include an estimate of pollutant removal efficiency calculated using the Illinois EPA's Estimating Pollutant Load Reductions for Nonpoint Source Pollution Control BMPs workbook, which SMC will calculate with drainage area data provided in the design plans submitted with the grant application with any following modifications as provided by the RECIPIENT.

An electronic copy or two (2) paper copies of the draft Design and BMP Application Form shall be completed and submitted by the RECIPIENT to SMC by **March 17, 2016** for review and approval by SMC and the Illinois EPA. An electronic copy or two (2) paper copies of the final Design and BMP

Application Form shall be completed and submitted by the RECIPIENT to the SMC by **May 31, 2016** for submission to Illinois EPA.

2. Conservation Plans, Permits and Landowner Agreements - The RECIPIENT, or its Assigns, shall confirm that the landowner has an up-to-date conservation plan for all of their properties that drain to the BMP sites and has secured all necessary permits prior to the implementation of the Design developed and approved under Item 1 of this Agreement.

Where applicable, the RECIPIENT shall enter into appropriate legally binding arrangements to ensure that the BMPs are maintained as designed and that the operation and maintenance procedures are implemented for at least ten (10) years from the date that implementation of the BMPs was completed and approved.

3. Operation and Maintenance Plan - The RECIPIENT shall develop an Operation and Maintenance Plan (O & M Plan) for the BMPs implemented under Item 1 of this Agreement to ensure their long-term viability (at least ten years). The O & M Plan shall identify regular inspection needs and appropriate management activities such as sediment and debris removal, replacement of vegetation and hardware, chemical treatment, etc. The O & M Plan shall identify coordinating (i.e., farmers) parties to carry out inspection and management needs and the financial resources necessary for implementation of the O & M Plan.

A draft of the O & M Plan shall be completed and submitted by the RECIPIENT to the SMC by **March 17, 2016** for review and approval by SMC and the Illinois EPA. The final O & M Plan shall be completed and submitted by the RECIPIENT to the SMC by **May 31, 2016** for submission to Illinois EPA. The O & M Plan begins upon completion of the PROJECT and is effective thru June 30, 2027.

4. Design Implementation - The RECIPIENT, or its Assigns, shall implement the Illinois EPA approved Design developed under Item 1 of this Agreement. Note: Design implementation may not begin prior to the delivery and approval of SMC and Illinois EPA of the design specifications, pollutant load reduction worksheet, BMP application form, and the 10 year O & M Plan. All required permits must also be secured prior to implementation. The RECIPIENT, or its Assigns, will notify SMC prior to the start of construction and will participate in a pre-construction meeting including any required permitting agencies and the SMC PROJECT manager and environmental inspector.

Construction and implementation of the Design developed in accordance with Item 1 of this Agreement must begin by **November 30, 2016**. In the event that construction and implementation of the Design developed in accordance with Item 1 of this Agreement has not begun by November 30, 2016, the RECIPIENT shall immediately discontinue all work on the PROJECT unless an extension has been requested by the RECIPIENT and approved by the SMC and Illinois EPA prior to **November 1, 2016**. SMC must receive an extension request no later than **October 15, 2016** in order to meet the firm **November 1, 2016** extension approval deadline for start of implementation. In the event of such a discontinuation of work, no costs incurred in association with the PROJECT will be eligible for reimbursement by the Illinois EPA.

The RECIPIENT, or its Assigns, shall complete the installation and construction of the BMPs by **April 30, 2017**. Photographic documentation of Design implementation (before, during and after photos)

shall be completed and submitted by the RECIPIENT to the SMC by **May 31, 2017** for submission to the Illinois EPA.

5. Signage - The RECIPIENT shall erect "Work in Progress" signs, provided by SMC at each site, **prior to the start of implementation**. The signs shall remain in place throughout the installation of the BMP(s) and for a period thereafter as mutually agreed upon by the RECIPIENT, SMC and the Illinois EPA. This sign requirement may be waived for BMP sites that are not easily visible by the general public.
6. PROJECT Evaluation and Report - A final report consisting of an introduction; PROJECT description including pre and post conditions, type and location of practices, methods of practice installation; a summary of the units of BMPs installed; PROJECT evaluation/benefits including but not limited to improvements in water quality, urban stormwater runoff control, habitat improvement and erosion control; operation and maintenance strategy description; a PROJECT cost summary; the PROJECT tasks and a summary of PROJECT findings including the cost-effectiveness of the selected practices in relationship to alternative management strategies; and lessons learned during the installation of the PROJECT is required. Attachments to the final report will include a location map; the approved as-built plan and specifications; the BMP application form; the pollutant load reduction worksheets; photographic documentation; copies of all required permits; and invoices and/or cost documentation for all PROJECT work including in-kind work and materials. SMC will provide the RECIPIENT with a template for the final report, and will provide the RECIPIENT assistance in completing the final report if needed.

An electronic copy of the draft final report shall be completed and submitted by the RECIPIENT to SMC on or before **May 31, 2017** for review and approval by SMC and Illinois EPA. The final report, including invoices and cost documentation, shall be completed and submitted by the RECIPIENT to SMC on or before **June 30, 2017** for submission to Illinois EPA.

7. PROJECT Coordination – The RECIPIENT, or its Assigns, shall be available for PROJECT coordination and progress briefings. The dates and locations of these briefings will be specified by SMC in consultation with the RECIPIENT during the course of the PROJECT.
The RECIPIENT will provide SMC with a brief quarterly progress report via electronic mail or by telephone by the 1st of January, April, July and October throughout the Agreement period.

COMPENSATION

Upon successful completion of the PROJECT, Illinois EPA Section 319 program funding shall reimburse up to fifty (50%) of the total PROJECT cost, NOT TO EXCEED thirty-eight thousand six hundred sixty-nine dollars (\$38,669). Reimbursement will be made for costs incurred during the successful completion of tasks in the Scope of Work and the approved 319 Grant proposal (Attachment A) in accordance with the PROJECT Budget (Attachment B) and within the time period outlined in the PROJECT Schedule (Attachment C). Reimbursement is subject to the RECIPIENT'S adherence to the terms and conditions of this Agreement including the Special Conditions (Attachment D) and the Illinois EPA Organization Certifications and Grant Conditions (Attachment E).

The RECIPIENT shall provide at least fifty (50%) of the total PROJECT cost, or a minimum of thirty-eight thousand six hundred sixty-nine dollars and forty cents (\$38,669.40), as cash and in-kind cost-share

match for costs incurred during the completion of the tasks as defined in the Scope of Work and 319 grant proposal and within the time period as defined in the PROJECT Schedule.

The RECIPIENT shall provide dated vendor invoices for all cash expenditures and cost documentation for all in-kind services and materials to SMC on or before **May 31, 2017** for review, approval and submission to Illinois EPA for reimbursement. Reimbursement will be made upon Illinois EPA approval of the Final PROJECT Evaluation and Report

TERMS AND CONDITIONS

1. All products produced and work performed by the RECIPIENT under this Agreement shall be subject to the review and approval of the Illinois EPA to determine eligibility and acceptability in meeting the terms and intent of this Agreement.
2. SMC reserves the right to conduct periodic inspections of the PROJECT to verify the existence and condition of installed BMPs and that monitoring and maintenance are being completed as specified in the O & M plan throughout the granting period and the following ten (10) year operation and maintenance period.
3. All grant documentation shall be submitted and approved by SMC and Illinois EPA prior to construction in order to be eligible for grant reimbursement.
4. The RECIPIENT shall take no action to remove, alter or modify the BMPs for a period of ten (10) years after the date of completion of construction of the BMP, unless prior written authorization is obtained from SMC, and the Illinois EPA.
5. The RECIPIENT shall refund to SMC (or to the Illinois EPA if the Illinois EPA Agreement or its Amendments has expired or been terminated) the entire amount of the 319 Grant funds received if a BMP is not properly maintained in accordance with this Agreement, or if any unauthorized removal, alteration or modification of a BMP occurs within the ten (10) year period following the PROJECT'S completion.
6. The RECIPIENT shall notify in writing any prospective purchaser or assignee of said property(-ies) herein described, and provide a copy of the notice to SMC, of the obligations and responsibilities agreed to by the RECIPIENT before legal or equitable title to any portion of said property is transferred. Written authorization from SMC shall be required, and shall not be unreasonably withheld, as well as execution of a separate agreement with the prospective purchaser or assignee to continue to operate and maintain the BMP for the remainder of the original ten (10) year O & M period. In the event an agreement cannot be reached with the prospective purchaser or assignee, the undersigned shall refund to SMC or Illinois EPA, the entire amount of the 319 Grant funds received.
7. The RECIPIENT shall refund to SMC all 319 Grant funds received under this Agreement (or to the Illinois EPA if the Illinois EPA Grant Agreement or its Amendments has expired or been terminated) in the event that this Agreement is cancelled, or in the event that property subject to this Agreement is transferred without the new party assuming all obligations of said Agreement.
8. SMC authorization and financial support for this PROJECT is conditioned on the RECIPIENT'S compliance with all applicable federal, state and local statutes and regulations, and SMC's receipt of funds from the Illinois EPA.
9. All of the above provisions, including the refund provisions, also shall apply to funds, if any, that are provided for BMP design or implementation to the RECIPIENT by the SMC.
10. All adjustments, additions and/or deletions to this Agreement and/or the approved design plans are subject to the written approval of SMC.

Dutch Gap Agricultural BMP Implementation Project

11. All adjustments, amendments, additions and/or deletions to the approved design plans are subject to the written approval of the Illinois EPA.
12. The RECIPIENT, SMC and the Illinois EPA retain the right to cite, quote, circulate, and reprint all documents and other materials produced under this Agreement. The RECIPIENT will include in any publications for external general circulation (including all press releases, brochures, newsletters, and presentations materials) the following phrase: "Funding for this PROJECT provided, in part, by the Illinois Environmental Protection Agency through Section 319 of the Clean Water Act."
13. This Agreement shall be governed by and construed according to the laws of the State of Illinois.
14. This Agreement supersedes any and all other agreements, oral or written, between the parties hereto with respect to the subject matter hereof.

Dutch Gap Agricultural BMP Implementation Project

Correspondence related to the PROJECT covered by this Agreement should reference the PROJECT number **G15-84-071** and be directed as follows:

RECIPIENT Contact:

Matt Ueltzen
Farm Lease Program
Lake County Forest Preserve District
1899 W. Winchester Rd.
Libertyville, IL 60048
Phone: (847) 968-3290
Email: MUeltzen@lcfpd.org

SMC:

Ashley Warren, Project Manager
500 W. Winchester Road
Libertyville, IL 60048
Phone: 847-377-7710
Email: awarren@lakecountyil.gov

SMC and the RECIPIENT (or their successors, agents, assignees or transferees) agree with the terms and conditions of this agreement (**Agreement**), which includes the requirements in the Illinois Environmental Protection Agency Financial Assistance Agreement No. **3191506 (Illinois EPA Agreement)**.

Lake County Forest Preserve District

Date

Michael Warner, Executive Director
Lake County Stormwater Management Commission

Date

Attachment A: Scope of Work

Approved 319 Grant Proposal Dutch Gap Agricultural BMP Implementation Project

See the attached approved grant proposal.

Lake County Stormwater Management Commission
Des Plaines River Watershed BMP Implementation and Planning Program

Project Proposal
Project #3

Dutch Gap Agricultural BMP Implementation Project

Lake County Forest Preserve District
July 2014

Project Summary

Grassed waterways	7.8 acres
Field border strips	2.6 acres
Conservation tillage	34 acres
Subsurface drain repair	30 linear feet
Rock check dams	4
Rock scour basin	1
Total Project Cost	\$77,339
Grant Request	\$38,669

- 1. Project Title:** Dutch Gap Agricultural BMP Implementation Project
- 2. Project Applicant:** Lake County Forest Preserve District
1899 W. Winchester Rd.
Libertyville, IL 60048
- 3. Project Contact:** Matt Ueltzen
Farm Lease Program
Lake County Forest Preserve District
MUeltzen@lcpd.org
(847) 968-3290
- 4. Project Coordinator:** same as project contact

5. Project Location:

Dutch Gap FP Aerial



	<p>LakeCounty Geographic Information System</p> <p>Lake County Stormwater Management Commission 500 W Winchester Rd Libertyville IL 60048 (847) 377-7700</p> <p>Map Printed on 07/28/2014</p>		<ul style="list-style-type: none"> 2011 Buildings Forest Preserves Lake County Border Streams Tax Parcels Trails
<p>Disclaimer The selected soil feature layer may not occur anywhere in the current map extent. A Registered Land Surveyor should be consulted to determine the precise location of property boundaries on the ground. This map does not constitute a regulatory determination and is not a base for engineering design. This map is intended to be viewed and printed in color.</p>			

6. Project Narrative and Photographs

The Lake County Forest Preserve District proposes to implement best management practices in agricultural fields in four locations in the watershed at Dutch Gap and Prairie Stream Forest Preserves to reduce gully erosion and the transport of nonpoint source pollutants to North Mill Creek-Dutch Gap Canal. All four locations are row-cropped by tenant farmers with a primary rotation of corn and soybeans. Proposed practices were included in recommendations and engineering designs developed by Andreas Consulting Services during the completion of the Agricultural BMP Technical Assistance Program in 2012-2014 with funding support from Illinois EPA under FAA #3191117. Runoff from these agricultural fields flows into Dutch Gap Canal-North Mill Creek and the online Rasmussen Lake, which is an impaired lake that is being restored to creek channel by the Forest Preserve District under a separate Section 319 grant agreement.

This proposal includes the installation of 7,246 linear feet or 7.8 acres of grassed waterway with 4 rock check dams and a rock scour pool; 34 acres of conservation tillage; 2.6 acres of field border strips; and 30 feet of tile repair in the North Mill Creek-Dutch Gap Canal subwatershed. A detailed description of the site conditions with photographs and recommended BMPs is in the four farm reports that are attached to this proposal.

7. BMP Summary Table:

BMP Type	Number of Sites	Total Number of BMPs Installed	Total Units of BMPs Installed	Nonpoint Sources of Pollution Addressed	Watershed-Based Plan Reference
Grassed waterways	3	7,246 linear ft. 4 main waterways plus 2 laterals	7.8 acres	sediment, phosphorus, nitrogen	North Mill Creek – Dutch Gap Canal Watershed Plan Pgs. 332,333,343, and 369
Rock check dams	2	4	4		
Rock scour pool	1	1	1		
Conservation tillage	1	1	34 acres		
Field border strips	1	1	2.6 acres		
Subsurface drainage repair	1	3	30 lineal ft.		

8. Property Owner: Lake County Forest Preserve District

9. Estimated Pollutant Load Reductions: Based on U.S. EPA Region 5's Pollutant Load Estimation spreadsheet. See Farm Site Reports for estimated reductions per site.

BMP	Estimated Pollutant Load Reduction tons/year		
	Sediment	Phosphorus	Nitrogen
Grassed waterways	484.1	575.3	1,102.6
Conservation tillage	25	29	58
Field border strips	33	57	200
Subsurface drainage repair	63.6	81.4	152.9
TOTAL	605.7	742.7	1513.5

10. Illinois Integrated Water Quality Report Table:

Waterbody Name	Assessment Unit ID	10-Digit HUC	Size	Use Attainment	Causes of Impairment	Sources of Impairment
N. Mill Creek	IL_GWA	0712000402	6.62 mi	Aquatic Life (Not Supporting)	Arsenic, Manganese, Other Flow Regime Alterations, Sedimentation/Siltation, Phosphorus (Total), Changes in Stream Depth and Velocity Patterns	Source Unknown
Rasmussen Lake	IL_UGY	0712000402	55 ac	Aquatic Life, Aesthetic Quality (Not Supporting)	Dissolved Oxygen, Phosphorus (Total), Total Suspended Solids (TSS)	Source Unknown

11. Scope of Work: The following tasks will be completed for the project.

Task	Responsible Entity	Description
Grant Administration	LCFPD/SMC	Assist with execution of landowner agreement, coordinate with SMC on grant administration, and assist SMC with the completion of required grant documents and forms.
Final Design and Engineering	LCFPD	Prepare final design plans showing the BMPs in plan, profile, and cross-section view, with adequate detail to allow the plan set to be approved by Illinois EPA and used for permitting and bidding.
Permitting	LCFPD	Prepare and submit the applications necessary to obtain the local, state, and federal permits required to implement the project.
Bidding/ hire contractor(s) for installation	LCFPD	Prepare construction contract documents for the project including an advertisement for bids, bidder instructions, bid form, and agreement, solicit and evaluate bids, and award the construction contract.
Installation	Contractor	Construct the project in accordance with the final approved plans and specifications.
Installation Oversight/ Administration	LCFPD/SMC	Administer the construction contract, observe if the contractor's work is in conformity with the final design plans and monitor the contractor's progress.
Operations and Maintenance	LCFPD/Tenant Farmers	Local project sponsor carries out tasks outlined in the 10-Year Operations and Maintenance Plan.

12. Project Schedule: The following schedule identifies the project start and end date and when each of the tasks included in the Scope of Work will take place.

Task	Proposed Schedule
Grant Administration	August 2015 – July 2017
Final Engineering Design	October 2015 – June 2016
Permitting	June 2016 – August 2016
Bidding/hire contractor(s)	July 2016 – September 2016
Construction	October 2016 – May 2017
Construction oversight	October 2016 – May 2017
Construction Administration	July 2016 – June 2017
Operations and Maintenance	August 2017 – July 2017

13. Project Budget Table:

The project budget is based on the state average costs included in the PFC Practice Component List for 2014 used to develop the cost estimates provided in the Farm Site Reports for the Dutch Gap sites adjusted to reflect regional costs for materials and services.

Dutch Gap Site 1					
Item Description	Units	Unit Cost	Total Cost	Grant Funding Requested	Local Match
Waterway Construction	1.0 acres	\$ 3,190.00	\$ 3,190.00	\$1,595.00	\$1,595.00
Seed (hydroseed and mulch)	1.0 acres	\$ 3,300.00	\$ 3,300.00	\$1,650.00	\$1,650.00
Rock Check(s)	12 tons	\$ 66.00	\$ 792.00	\$396.00	\$396.00
Final Design and Permitting	1	\$ 1,100.00	\$ 1,100.00	\$550.00	\$550.00
Site 1 Total			\$8,382	\$4,191.00	\$4,191.00
Dutch Gap Site 2					
Item Description	Units	Unit Cost	Total Cost	Grant Funding Requested	Local Match
Waterway Construction	4.7 acres	\$3,190.00	\$14,993.00	\$7,496.50	\$7,496.50
Seed (hydroseed & mulch)	4.7 acres	\$3,300.00	\$15,510.00	\$7,755.00	\$7,755.00
Rock Check(s) - 3	36 tons	\$ 66.00	\$ 2,376.00	\$1,188.00	\$1,188.00
Erosion Control Blanket/Mulch Netting	1,362 sq. yds.	\$ 2.20	\$ 2,996.40	\$1,498.20	\$1,498.20
Engineering and Permitting	1	\$2,750.00	\$ 2,750.00	\$1,375.00	\$1,375.00
Site 2 Total			\$38,625.40	\$19,312.70	\$19,312.70
Dutch Gap Site 3					
Item Description	Units	Unit Cost	Total Cost	Grant Funding Requested	Local Match
Waterway Construction	2.1 acres	\$3,190.00	\$ 6,699.00	\$3,349.50	\$3,349.50
Seed (hydroseed and mulch)	2.1 acres	\$3,300.00	\$ 6,930.00	\$3,465.00	\$3,465.00
Rock Riprap Pipe Outlet	58 tons	\$88.00	\$ 5,104.00	\$2,552.00	\$2,552.00
Geotextile filter fabric	72 sq. yds.	\$2.20	\$ 158.40	\$79.20	\$79.20
Field Border Strips (assume hydroseed w/tackifier)	2.6 acres	\$1,650.00	\$ 4,290.00	\$2,145.00	\$2,145.00
Engineering and Permitting	1		\$ 2,200.00	\$1,100.00	\$1,100.00
Site 3 Total			\$25,381.40	\$12,690.00	\$12,690.00
Dutch Gap Site 4					
Item Description	Units	Unit Cost	Total Cost	Grant Funding Requested	Local Match
Design and Permitting	1	\$440.00	\$ 440.00	\$220.00	\$220.00
24 inch dia. dual wall plastic pipe	30 LF	\$33.00	\$ 990.00	\$495.00	\$495.00
24 inch dia. clay couplers	6 each	\$82.50	\$ 495.00	\$247.50	\$247.50
24 inc dia. dual wall split couplers	3 each	\$165.00	\$ 495.00	\$247.50	\$247.50
Excavation - Earthfill - Labor-material shipping	1 lump sum	\$2,200.00	\$ 2,200.00	\$1,100.00	\$1,100.00
Gravel backfill and geotextile	1 lump sum	\$ 330.00	\$ 330.00	\$165.00	\$165.00
Site 4 Total			\$4,950.00	\$2,475.00	\$2,475.00
Project TOTAL			\$77,338.80	\$38,668.00	\$38,669.40

14. Local Match Breakdown:

Type of Match	Organization	Match Amount	Date Available	Source of Match	Status
Budget and In-kind	Lake County Forest Preserves	\$38,669	Upon invoicing	Farm revenue budget and in-kind staff time for administration and oversight	Available
TOTAL		\$38,669			

16. Project History:

Agricultural land use makes up 45% of the North Mill Creek-Dutch Gap Canal watershed and is the dominant land use category. The North Mill Creek-Dutch Gap Canal Watershed Plan, completed in 2011 with funding support from the Illinois EPA Section 319 program, addressed nonpoint source pollution from agricultural lands in the watershed. Based on the watershed assessment, a number of the watershed plan recommendations were directed to reducing nonpoint source pollution on agricultural land with a goal of implementing sustainable agricultural best management practices (BMPs). The direction of the watershed plan recommendations, combined with communications with the largest agricultural landowners in the watershed, indicated that additional technical assistance was needed in order for agricultural landowners/producers to successfully implement agricultural BMPs. This need resulted in the development of the Agricultural BMP Technical Assistance Program, which was supported with funding through the Illinois EPA Section 319 program in FAA# 3191117. This proposed project incorporates implementation of BMPs recommended in 4 of farm site reports that resulted from the Agricultural BMP Technical Assistance Program completed in 2014. The 4 farm sites are owned by the Lake County Forest Preserve District and are agricultural properties located in the Prairie Stream and Dutch Gap Forest Preserve, which was purchased by the District in 2010.

17. Project Partners: Lake County Forest Preserve tenant farmers.

18. Information on Environmental and/or Social Indicator Monitoring: Information on Environmental and/or Social Indicator Monitoring is not applicable to this project.

19. Information on Education and Outreach Activities: No information/outreach activities are planned as part of this project.

Attachment B: Project Budget

Dutch Gap Site 1					
Item Description	Units	Unit Cost	Total Cost	Grant Funding Requested	Local Match
Waterway Construction	1.0 acres	\$ 3,190.00	\$ 3,190.00	\$1,595.00	\$1,595.00
Seed (hydroseed and mulch)	1.0 acres	\$ 3,300.00	\$ 3,300.00	\$1,650.00	\$1,650.00
Rock Check(s)	12 tons	\$ 66.00	\$ 792.00	\$396.00	\$396.00
Final Design and Permitting	1	\$ 1,100.00	\$ 1,100.00	\$550.00	\$550.00
Site 1 Total			\$8,382	\$4,191.00	\$4,191.00
Dutch Gap Site 2					
Item Description	Units	Unit Cost	Total Cost	Grant Funding Requested	Local Match
Waterway Construction	4.7 acres	\$3,190.00	\$14,993.00	\$7,496.50	\$7,496.50
Seed (hydroseed & mulch)	4.7 acres	\$3,300.00	\$15,510.00	\$7,755.00	\$7,755.00
Rock Check(s) - 3	36 tons	\$ 66.00	\$ 2,376.00	\$1,188.00	\$1,188.00
Erosion Control Blanket/Mulch Netting	1,362 sq. yds.	\$ 2.20	\$ 2,996.40	\$1,498.20	\$1,498.20
Engineering and Permitting	1	\$2,750.00	\$ 2,750.00	\$1,375.00	\$1,375.00
Site 2 Total			\$38,625.40	\$19,312.70	\$19,312.70
Dutch Gap Site 3					
Item Description	Units	Unit Cost	Total Cost	Grant Funding Requested	Local Match
Waterway Construction	2.1 acres	\$3,190.00	\$ 6,699.00	\$3,349.50	\$3,349.50
Seed (hydroseed and mulch)	2.1 acres	\$3,300.00	\$ 6,930.00	\$3,465.00	\$3,465.00
Rock Riprap Pipe Outlet	58 tons	\$88.00	\$ 5,104.00	\$2,552.00	\$2,552.00
Geotextile filter fabric	72 sq. yds.	\$2.20	\$ 158.40	\$79.20	\$79.20
Field Border Strips (assume hydroseed w/tackifier)	2.6 acres	\$1,650.00	\$ 4,290.00	\$2,145.00	\$2,145.00
Engineering and Permitting	1		\$ 2,200.00	\$1,100.00	\$1,100.00
Site 3 Total			\$25,381.40	\$12,690.00	\$12,690.00
Dutch Gap Site 4					
Item Description	Units	Unit Cost	Total Cost	Grant Funding Requested	Local Match
Design and Permitting	1	\$440.00	\$ 440.00	\$220.00	\$220.00
24 inch dia. dual wall plastic pipe	30 LF	\$33.00	\$ 990.00	\$495.00	\$495.00
24 inch dia. clay couplers	6 each	\$82.50	\$ 495.00	\$247.50	\$247.50
24 inch dia. dual wall split couplers	3 each	\$165.00	\$ 495.00	\$247.50	\$247.50
Excavation - Earthfill - Labor-material shipping	1 lump sum	\$2,200.00	\$ 2,200.00	\$1,100.00	\$1,100.00
Gravel backfill and geotextile	1 lump sum	\$ 330.00	\$ 330.00	\$165.00	\$165.00
Site 4 Total			\$4,950.00	\$2,475.00	\$2,475.00
Project TOTAL			\$77,338.80	\$38,668.00	\$38,669.40

Attachment C: Project Schedule

Task / Project Element	Completion Date
Project Coordination “Kick-off” Meeting	October 1, 2015
Quarterly Work Progress Updates	October 1 2015; January 1, April 1, July 1, October 1 2016-2017
Calculations of Drainage Area to BMP Draft Design and Specifications Draft BMP Application Form Draft Operations & Maintenance Plan Conservation Plans, Permits and Landowner Agreement	March 17, 2016
Final Design and Specifications Final BMP Application Form Final Operations & Maintenance Plan	May 31, 2016
Work-in-progress Sign Installed Preconstruction Meeting	Prior to construction
Project Implementation Extension Request (if needed)	October 15, 2016
Project Implementation Started	November 30, 2016
Project Implementation Completed	April 30, 2017
Photographic Documentation of Construction Draft Final Report	May 31, 2017
Final Project Report	June 30, 2017
10-Year Operations and Maintenance	Thru June 30, 2027

Attachment D: Special Conditions

The RECIPIENT understands that no construction/installation work completed before the submittal and approval by SMC and Illinois EPA of the design and construction plans, O & M plan, BMP application form and landowner agreement is reimbursable by the grant.

Construction and implementation of the Design developed in accordance with Item 1 of this Agreement must begin by **November 30, 2016**. In the event that construction and implementation of the Design developed in accordance with Item 1 of this Agreement has not begun by November 30, 2016, the RECIPIENT shall immediately discontinue all work on the PROJECT unless an extension is requested by the RECIPIENT and approved by the Illinois EPA prior to **November 1, 2016**. In the event of such a discontinuation of work, no costs incurred in association with the PROJECT will be eligible for reimbursement by the Illinois EPA.

Lake County Forest Preserve District

Date

Michael Warner, Executive Director
Lake County Stormwater Management Commission

Date

Attachment E: Organization Certifications and Grant Conditions for Clean Water Act Section 319(h) Financial Assistance Agreements Illinois Environmental Protection Agency

See attached Illinois EPA Certifications and Conditions.

ORGANIZATION CERTIFICATIONS AND GRANT CONDITIONS
For CLEAN WATER ACT SECTION 319(h) FINANCIAL ASSISTANCE AGREEMENTS
ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

Section 319(h) grant applicants must certify that the following organization certifications and grant conditions, dated June 15, 2015, are acceptable and true. A summary of the organization certifications and grant conditions can be found on pages 3 through 16 of this document.

Upon review of this document, complete page 2 and return entire document to:

Illinois Environmental Protection Agency
Bureau of Water, Watershed Management Section
P.O. Box 19276
Springfield, Illinois 62794-9276

List of Organization Certifications:

1. Capability
2. Recipient Share
3. Responsibility of the Recipient
4. Findings Confidential
5. Subcontracts
6. Statutory Certifications
7. Contracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms
8. More Favorable Terms Clause
9. Violating Facilities
10. Fraud and Other Unlawful or Corrupt Practices
11. Educational Loans & Debt Delinquency
12. Sarbanes-Oxley Act of 2002/Illinois Securities Law of 1953
13. Bid Rigging and Bid Rotating
14. Suspension and Debarment
15. Bribery
16. Drug Free Workplace Certification
17. Privity of Agreement
18. Covenant Against Contingent Fees
19. Compliance with Government-Wide Guidance on Lobbying Restrictions
20. Single Audit Act
21. Audit and Access to Records
22. Indemnity
23. Recycling and Waste Prevention
24. Trafficking Victim Protection Act of 2000
25. Management Fees
26. Hotel-Motel Fire Safety

List of Grant Conditions:

- 27. Supersession
- 28. Right of Illinois EPA to Products of the Agreement
- 29. Appropriation Contingency (Multiyear)
- 30. Availability of Appropriations; Sufficiency of Funds
- 31. Liability of the Illinois EPA
- 32. Disputes
- 33. Amendments
- 34. Termination
- 35. Payments

I, the undersigned, being duly authorized to take such actions, have: (1) reviewed the Organization Certifications and Grant Conditions for Clean Water Act Section 319(h) Financial Assistance Agreements; (2) retained a copy of the Illinois Environmental Protection Agency's ("Illinois EPA") Organization Certifications and Grant Conditions; and (3) certify that items 1 through 35 of the Illinois EPA's Organization Certifications and Grant Conditions are acceptable and true.

Signature of Authorized Representative

Printed Name

Title

Signed by (if other than Authorized Representative)

Printed Name

Title

Date

This Agency is authorized to require this information under 415 ILCS 5/4(k). Disclosure of this information is required. Failure to do so may prevent this form from being processed and could result in your application being denied.

ORGANIZATION CERTIFICATIONS AND GRANT CONDITIONS
For CLEAN WATER ACT SECTION 319(h) FINANCIAL ASSISTANCE AGREEMENTS
ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

The term “Agreement” means the Financial Assistance Agreement between the Illinois Environmental Protection Agency (“Illinois EPA”) and the Recipient.

The term “Agreement Period” means the period of performance covered by the Agreement. The start and end date of the Agreement Period is expressly set out in the Agreement.

The term “consultant services” means any services provided under a financial assistance agreement to the State by any consultant qualified by education, experience, and technical ability to advise and assist in solving specific management and programmatic problems involving the organization, planning, direction, control, and operation of Illinois EPA.

The term “Recipient” means the individual or entity identified as the applicant in a Section 319(h) Financial Assistance Agreement Application for funding consideration. The term “Recipient” also refers to an individual or entity that has entered into a Financial Assistance Agreement with the Illinois EPA.

The term “subcontractor” is used interchangeably with the term “consultant” for purposes of the Agreement and these organizational certifications and grant conditions.

Recipients can access:

- the Illinois Compiled Statutes (“ILCS”) at <http://www.ilga.gov/legislation/ilcs/ilcs.asp>;
- the United States Code (“USC”) at <http://www.gpoaccess.gov/uscode/>; and
- the Code of Federal Regulations (“CFR”) at <http://www.gpoaccess.gov/CFR/>.

CERTIFICATIONS:

1. Capability

The Recipient certifies that it:

- a) has the authority to accomplish the planned scope of work in the Agreement project area;
- b) has the ability to accomplish the planned scope of work pursuant to deadlines to be scheduled as part of the Agreement; and
- c) can obtain financial resources (i.e., eligible match) and has the necessary legal and institutional capability to perform the project activities throughout the Agreement Period.

2. Recipient Share

The Recipient certifies that federal funding makes up no part of the Recipient's share of the total project cost and that the Recipient Share is used exclusively for this project. Recipient further certifies that the Recipient Share for this project is not being used to match or financially qualify for any other federal grant.

3. Responsibility of the Recipient

The Recipient certifies that it is responsible for the professional quality, technical accuracy, timely completion, and the coordination of all services furnished by the Recipient under the Agreement. The Recipient must, without additional financial assistance, correct or revise any errors or deficiencies in its services.

The Recipient certifies that it will perform such services as necessary to accomplish the objectives of the Agreement, in accordance with all the terms of the Agreement.

Illinois EPA's financial obligations to the Recipient are limited to the amount of funding identified as "Assistance Amount" in the Agreement. If the Recipient incurs costs in anticipation of receiving additional funds from Illinois EPA, Recipient does so at its own risk.

4. Findings Confidential

The Recipient certifies that any reports, information, documents, etc., given to, prepared or assembled by the Recipient under the Agreement that the Illinois EPA requests be kept confidential, as required by the Illinois Environmental Protection Act (415 ILCS 5/7 and 415 ILCS 5/7.1), shall not be made available to any individual or organization without prior written approval of the Illinois EPA.

5. Subcontracts

The Recipient must submit a draft of any contract for consultant services to the Illinois EPA for approval. The Recipient may not use any consultant services in connection with the services covered by the Agreement unless the Recipient is specifically authorized to do so, in writing, by the Illinois EPA.

Any Recipient who enters into a financial assistance agreement for consultant services with a State agency must specify in the Agreement whether the Recipient will utilize the services of a subcontractor(s). The Agreement shall include the anticipated amount of money that will be paid to the subcontractor(s).

The Recipient must establish all subcontracts in a writing that includes these organization certifications and grant conditions. If consultant services are authorized in writing by the Illinois EPA, the Recipient must submit to the Illinois EPA an executed copy of each agreement that the Recipient enters into with subcontractor(s) within seven (7) days after the date on which the Recipient enters into the agreement with the subcontractor(s). Along with

the agreement required by this paragraph, the Recipient must certify, in writing, that any subcontracts are necessary, reasonable, and allocable.

If at any time, subsequent to entering into the Agreement, the Recipient desires to utilize the services of a subcontractor in a manner inconsistent with the stipulations of the Agreement's Estimated Allowable Project Costs section, the Recipient must file a revised Project Cost Summary form with the Illinois EPA in addition to the other information required by this Subcontracts Section. The revised Project Cost Summary form must include a Subcontractor line item and the anticipated amount of money to be used under that line item. The Recipient must obtain Illinois EPA approval of the revised Project Cost Summary form before any changes indicated in the revised Project Cost Summary will take effect.

The Recipient certifies that it will maintain responsibility for ensuring successful completion of the Agreement's scope of work. This responsibility cannot be delegated or transferred to a subcontractor. The Recipient may not assign or transfer either the Agreement or any interest resulting from the Agreement without prior written authorization from the Illinois EPA. In addition, the Recipient certifies that it is responsible for selecting its subcontractors and, if applicable, for conducting subaward competitions.

If the Recipient uses any consultant services in connection with the services covered by the Agreement, the Recipient must ensure that all subcontractors abide by these certifications and conditions.

6. Statutory Certifications

The Recipient certifies that it will comply with:

- a) all environmental laws and regulations;
- b) the Illinois Human Rights Act (775 ILCS 5 (2006)), and its implementing rules and regulations;
- c) the American's with Disabilities Act (42 USCA 12101 (2008));
- d) Titles VI and VII of the Civil Rights Act of 1964 (42 USCA 2000 (2008));
- e) Section 504 of the Rehabilitation Act of 1973;
- f) Title IX of the Education Amendments of 1972;
- g) the Age Discrimination Act of 1975;
- h) the Department of Labor regulations (41 CFR Part 60);
- i) the federal Davis-Bacon Act (40 USCA 3141 (2008)) wage determinations;
- j) the Architectural, Engineering, and Land Survey Qualifications Based Selection Act (30 ILCS 535 (2006));
- k) the Steel Products Procurement Act (30 ILCS 565 (2006));
- l) the Energy Policy and Conservation Act (42 USCA 6321 (2008)); and
- m) the State Prohibition of Goods from Forced Labor Act (30 ILCS 583 (2006)).

If the Recipient violates any law, regulation, or order, the Recipient may be declared ineligible for future financial assistance agreements or subcontracts with the State of Illinois or any of the State of Illinois' political subdivisions or municipal corporations, the Agreement may be terminated under the Termination Section of this Agreement, and such

other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

7. Contracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms

The Recipient must comply with the requirements of U.S. EPA's program for utilization of small, minority and women's business enterprises, contained at 40 CFR Part 33, including, but not limited to, 40 CFR 33.301, 33.302, and 33.501, and shall maintain records relating thereto. The Recipient accepts the applicable Minority and Women's Business Enterprises fair share objectives negotiated with U.S. EPA by the Illinois EPA as follows:

Minority Business Enterprises ("MBE"):	5%
Women's Business Enterprises ("WBE"):	12%

Pursuant to 40 CFR 33.301, the Recipient certifies that it will make the following good faith efforts whenever procuring construction, equipment, services, and supplies under an Illinois EPA financial assistance agreement, and to ensure that subcontractors, subrecipients, loan recipients, and prime contractors also comply. Records documenting compliance with these six good faith efforts shall be retained:

- a) Ensure Disadvantaged Business Enterprises ("DBE") are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- e) Use the services and assistance of the United States Department of Commerce.
- f) If the Recipient awards subcontracts, the Recipient must take the steps in paragraphs (a) through (e) of this Contracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms Section.

The Recipient agrees to complete and submit U.S. EPA Form 5700-52A, "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements" beginning with the Federal Fiscal year reporting period the Recipient receives the award, and continuing until the project is completed. United States EPA Form 5700-52A may be

obtained from the U.S. EPA Office of Small Business Program's home page on the Internet at www.epa.gov/osbp.

For purposes of this certification, "Disadvantaged Business Enterprise" or "DBE" has the same meaning as provided in 40 CFR 33.103.

8. More Favorable Terms Clause

All Agreements that include the rental or lease of electronic data processing equipment shall include a clause that if more favorable terms are granted by the lessor, supplier, dealer, or manufacturer to any similar state or local governmental agency in any state in contemporaneous leases or rental agreements covering data processing equipment let under the same or similar financial terms and circumstances, the more favorable terms shall be applicable to all agreements or contracts made by any similar Illinois state agency for the rental or lease of comparable data processing equipment from the lessor, supplier, dealer, or manufacturer.

9. Violating Facilities

The Recipient or any approved subcontractor is prohibited from using any of the facilities included on the U.S. EPA list of Violating Facilities unless and until the U.S. EPA eliminates the name of such facility from the listing. A searchable database of parties that are excluded from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits is maintained at www.epls.gov.

10. Fraud and Other Unlawful or Corrupt Practices

The Recipient certifies that it will effectively pursue available state or local legal and administrative remedies, and take appropriate remedial action with respect to any allegations or evidence of such illegality or corrupt practices, which are brought to its attention, such as bribery, graft, or kickbacks. The Recipient bears the primary responsibility for prevention and detection of such conduct and for cooperation with appropriate authorities in the prosecution of any such conduct. The Recipient must advise the Illinois EPA immediately when any such allegation or evidence comes to its attention, and must periodically advise the Illinois EPA of the status and ultimate disposition of any such matter.

11. Educational Loans & Debt Delinquency

The Recipient certifies that it, its staff, and any subcontractors are not in default on an educational loan as provided in Section 3 of the Educational Loan Default Act.

The Recipient certifies that it, its staff, and any subcontractors are not barred from being awarded a contract under Section 50-11 of Article 50 of the Illinois Procurement Code (30 ILCS 500/50-11) which provides that "No person shall submit a bid for or enter into a contract with a State agency under this Code if that person knows or should know that he or she or any affiliate is delinquent in the payment of any debt to the State, unless the person or affiliate has entered into a deferred payment plan to pay off the debt." 30 ILCS 500/50-

11(a). The Recipient and all subcontractors acknowledge that the Illinois EPA may declare the contract void if this certification is false.

12. Sarbanes-Oxley Act of 2002/Illinois Securities Law of 1953

The Recipient certifies that it, its staff, and any subcontractors are not barred from being awarded a contract under Section 10.5 of Article 50 of the Illinois Procurement Code (30 ILCS 500/50-10.5), which provides that “no business shall bid or enter into a contract with the State of Illinois or any State agency if the business or any officer, director, partner, or other managerial agent of the business has been convicted of a felony under the Sarbanes-Oxley Act of 2002 or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 for a period of 5 years from the date of conviction.” 30 ILCS 500/50-10.5. The Recipient and all subcontractors acknowledge that the Illinois EPA may declare the contract void if this certification is false.

13. Bid Rigging and Bid Rotating

The Recipient certifies that it has not violated Section 33E-3 of the Criminal Code of 1961 (720 ILCS 5/33E-3) during the 5-year period ending on the date of the Agreement. The Recipient certifies that it has never violated Section 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-4). The Recipient and all subcontractors acknowledge that the Illinois EPA may declare the contract void if this certification is false.

14. Suspension and Debarment

Recipient must fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532. Recipient is responsible for ensuring that any lower tier covered transaction as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532 includes a term or condition requiring compliance with Subpart C of 2 CFR Part 180. Recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Recipient acknowledges that failing to disclose the information required by 2 CFR 180.335 may result in: (a) the delay of this Agreement; (b) this Agreement becoming void; and (c) pursuit of legal remedies by Illinois EPA, including suspension and debarment.

Recipient may access the Excluded Parties List System at www.epls.gov.

15. Bribery

The Recipient certifies that it or its representatives have not been convicted of bribing or attempting to bribe an officer of the State of Illinois, nor has the Recipient made an admission of guilt of such conduct which is a matter of record. The Recipient and all subcontractors acknowledge that the Illinois EPA may declare the contract void if this certification is false.

16. Drug Free Workplace Certification

The Recipient certifies that it will provide a drug free workplace as required by the Drug Free Workplace Act (30 ILCS 580/1), and will comply with all the provisions of that Act. Under

Federal law, the Recipient must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 40 CFR 36.200-36.230.

17. Privity of Agreement

The Agreement is expected to be funded in part with funds from the U.S. EPA. Neither the United States nor any of its departments, agencies or employees is, or will be, a party to the Agreement or any lower tier agreement under these certifications and conditions. This Agreement is subject to regulations contained in 40 CFR Part 31 in effect on the date of the assistance award for this project.

18. Covenant Against Contingent Fees

The Recipient warrants that no person or selling agency is currently or will be employed or retained to solicit or secure the Agreement for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the Illinois EPA will have the right to void the Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

19. Compliance with Government-wide Guidance on Lobbying Restrictions

The Recipient certifies that the requirements of Section 1352 of Title 31 of the United States Code have been met with regard to the Agreement. The Recipient agrees to comply with 40 CFR Part 34, *New Restrictions on Lobbying*. Pursuant to Part 34, the Recipient certifies, to the best of Recipient's knowledge and belief, that:

- a) no federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b) if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL ("Disclosure Form to Report Lobbying") in accordance with its instructions; and
- c) The undersigned shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when these certifications and conditions were executed. Submission of this certification is a

prerequisite, imposed by Section 1352, Title 31, U.S. Code, for making or entering into the Agreement. Therefore, the Illinois EPA may declare the contract void if this certification is false. The Recipient shall include the above language in award documents for all subawards and require that subrecipients submit certification and disclosure forms accordingly.

The Recipient shall abide by the applicable Office of Management and Budget (“OMB”) Circular A-21, A-87, or A-122, all of which prohibit the use of federal grant funds for litigation against the United States, for lobbying, or other political activities.

In accordance with the Byrd Anti-Lobbying Amendment, any Recipient who makes a prohibited expenditure under 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.

20. Single Audit Act

Any Recipient annually receiving \$500,000.00 or more in federal funds must comply with the Single Audit Act in accordance with OMB Circular A-133. The Recipient must submit to the Illinois EPA no less frequently than every two years, an independent audit report covering the award prepared in accordance with the provisions of OMB Circular A-133.

21. Audit and Access to Records

The Recipient certifies that it will maintain books, records, documents, and other evidence directly pertinent to performance of U.S. EPA and Illinois EPA funded work under the Agreement in accordance with generally accepted accounting practices and principals consistent with 40 CFR Part 31. The Recipient certifies that it will also maintain the financial information and data used in the preparation or support of the cost submission required under 40 CFR 31.36(f) for any negotiated agreement and provide a copy of that cost summary to the Illinois EPA. The U.S. EPA, the Comptroller General of the United States, the U.S. Department of Labor, the Illinois EPA, the Illinois Attorney General, and the Auditor General or any of their authorized representatives shall have access to all such books, records, documents and other evidence for the purpose of inspection, audit and copying during normal business hours. The Recipient will provide proper facilities for such access and inspection.

Audits conducted under this certification shall be in accordance with generally accepted auditing standards and with established procedures and guidelines of the reviewing or auditing agencies.

The Recipient certifies that it will maintain, for a minimum of five (5) years after the completion of the Agreement, adequate books, records, and supporting documents to verify the amounts, receipts, and uses of all disbursements of funds passing in conjunction with the Agreement; and the Recipient agrees to cooperate fully with any audit conducted by the Auditor General and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this Section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the

Agreement for which adequate books, records, and supporting documentation are not available to support the purported disbursement of the funds.

In addition, records that relate to (i) any controversy arising under a U.S. EPA assistance agreement, (ii) litigation, (iii) the settlement of claims arising out of such performance, or (iv) records that relate to costs or items to which an audit exception has been taken shall be maintained and made available by the Recipient until three (3) years after the date of resolution of the appeal, litigation, claim, or exception.

In addition to the access to records provisions of Title 40 of the CFR, cited above, the Recipient agrees to allow any appropriate representative of the Office of Inspector General to (1) examine any records of the Recipient, and of its procurement contractors and subcontractors or subgrantees, or any State or local agency administering such contract, that pertain to, and involve transactions relating to, the procurement contract, subcontract, grant or subgrant; and (2) interview any officer or employee of the recipient, subcontractor, grantee, subgrantee, or agency regarding such transactions.

Access to records is not limited to the required retention periods. The Recipient certifies that the authorized representatives designated in paragraph 1 of this Audit and Access to Records Section will have access to records at any reasonable time for as long as the records are maintained.

- a) This Audit and Access to Records Section applies to financial records pertaining to all financial assistance agreements and all amendments to those agreements regardless of the type of agreement. In addition this section applies to all records pertaining to all agreements and amendments to those agreements:
- b) to the extent the records pertain directly to financial assistance agreement performance;
- c) if there is any indication that fraud, gross abuse, or corrupt practices may be involved; and
- d) if the financial assistance agreement is terminated for substantial failure or for convenience.

The Recipient is advised that providing false, fictitious or misleading information with respect to the receipt and disbursement of Illinois EPA grant funds may result in criminal, civil or administrative fines and penalties.

22. Indemnity

Neither Recipient, its staff, and any of its subcontractors nor Illinois EPA shall be liable for any negligent or intentional acts or omissions chargeable to the other, unless such liability is imposed by law. The Agreement shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by one party to the other or to a third party.

The Recipient agrees to defend, indemnify and hold harmless the State of Illinois including the Illinois EPA, its officers, employees, agents and volunteers from any and all costs,

demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, caused by, arising out of, or occurring in connection with (a) this Agreement, (b) any actual or alleged death or injury to any person, damage to any property, or any other damage or loss suffered, claimed to result in whole or in part from this Agreement, or (c) any act, activity or omission of Recipient or any of its employees, representatives, contractors, subcontractors, or agents.

23. Recycling and Waste Prevention

In accordance with the policies set forth in U.S. EPA Order 1000.25 and Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management (January 24, 2007) and 40 CFR 30.16, the Recipient certifies that recycled paper and double sided printing will be used for all reports which are prepared as a part of the Agreement and delivered to Illinois EPA and U.S. EPA. This certification does not apply to reports prepared on forms supplied by Illinois EPA or U.S. EPA, or to Standard Forms.

24. Trafficking Victim Protection Act of 2000

To implement requirements of Section 106 of the Trafficking Victims Protection Act of 2000, as amended, the following provisions apply to this award:

- a) Illinois EPA, as the awarding Agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity:
 - i. is determined to have violated an applicable prohibition in the Prohibition Statement below; or
 - ii. has an employee who is determined by Illinois EPA to have violated an applicable prohibition in the Prohibition Statement below through conduct that is either:
 1. associated with performance under this award; or
 2. imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)." You must inform Illinois EPA immediately of any information you receive from any source alleging a violation of prohibition in the Prohibition Statement below.
- b) Illinois EPA's right to terminate unilaterally that is described in paragraph (a) of this Trafficking Victim Protection Act of 2000 Section of this award term:
 - i. implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. is in addition to all other remedies for noncompliance that are available to Illinois EPA under the Agreement.
- c) The Recipient must include the requirements of the Prohibition Statement below in any subaward the Recipient makes to a private entity.

Prohibition Statement – The Recipient, the Recipient's employees, subrecipients under these certifications and conditions, and subrecipients' employees may not engage in severe forms of trafficking in persons during the period of time that the Agreement is in effect;

procure a commercial sex act during the period of time that the Agreement is in effect; or use forced labor in the performance of the Agreement or lower tier agreements under these certifications and conditions.

25. Management Fees

Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The Recipient certifies that money received under terms of the Agreement will not be used for management fees or similar charges.

The term “management fees or similar charges” refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this assistance agreement. Management fees or similar charges may not be used to improve or expand the project funded under the Agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

26. Hotel-Motel Fire Safety

The Recipient certifies that all space for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act, pursuant to 40 CFR 30.18 and 15 USC 2225a. Recipients may search the Hotel-Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance, or to find other information about the Act.

CONDITIONS:

27. Supersession

The Illinois EPA and the Recipient agree that the provisions of 40 CFR Part 31 supersede any conflicting provisions of this Agreement.

28. Right of Illinois EPA to Products of the Agreement

The Recipient certifies that the Illinois EPA has the right to use (including, but not limited to, citing to, circulating, displaying, and reproducing) all products that result from the Recipient receiving financial assistance under the Agreement whether the product is developed by the Recipient or a subrecipient.

29. Appropriation Contingency (Multiyear)

The obligations of the State of Illinois and Illinois EPA to provide financial assistance will cease immediately without any penalty, accelerated payment, or other recoupment mechanism being required by the Recipient if in any fiscal year the Illinois General Assembly or funding source fails to make an adequate appropriation or otherwise make available sufficient funding to cover the Illinois EPA’s Agreement obligations.

30. Availability of Appropriations; Sufficiency of Funds

This Agreement is contingent upon and subject to the availability of sufficient funds. The Illinois EPA may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient State funds have not been appropriated to the Illinois EPA or sufficient Federal funds have not been made available to the Illinois EPA by the Federal funding source, (ii) the Governor or the Illinois EPA reserves appropriated funds, or (iii) the Governor or the Illinois EPA determines that appropriated funds [or Federal funds] may not be available for payment. The Illinois EPA shall provide notice, in writing, to the Recipient of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the recipient's receipt of notice.

31. Liability of the Illinois EPA

The Recipient agrees that no personal claim shall be made of, or honored by, any independent contractor, employee, or member of the Illinois EPA by reason of any provision of the Agreement. If the appropriation of funds by the General Assembly of the State of Illinois available for payment of financial assistance agreements is exhausted, no State agency or State office, nor any independent Contractor, employee or member of the Illinois EPA will be obligated to pay the Recipient anything under the terms of the Agreement, and the Recipient will not be held to the terms of the Agreement after such exhaustion. Prior to fund exhaustion, the Illinois EPA must make a positive effort to notify the Recipient of exhaustion.

32. Disputes

Any dispute arising under the Agreement that is not disposed of by provisions of the Agreement shall be decided by the Director of the Illinois EPA or a duly authorized representative, who will render a decision in writing and mail or otherwise furnish a copy thereof to the Recipient. The decision of the Director of the Illinois EPA shall be final.

33. Amendments

These conditions and certifications must be attached to the final Agreement entered into between the Illinois EPA and the Recipient. The Agreement, these conditions and certifications, and any attachments constitute the entire agreement between the parties. No amendment to the Agreement shall take effect until approved in writing, by the Illinois EPA and the Recipient.

If a time extension is necessary to extend the period of availability of funds (Agreement Period), the Recipient must submit a written request, including a justification as to why additional time is needed and an estimated date of completion to the Illinois EPA not later than ninety (90) days before the Agreement Period expiration date.

34. Termination

- a) The Agreement may be terminated, in writing, in whole or in part by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party. Termination under this paragraph is not effective unless the failing party is provided: (i) at least ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate; and (ii) an opportunity for consultation with the terminating party prior to termination.
- b) The Agreement may be terminated, in writing, in whole or in part by the Illinois EPA for the Illinois EPA's convenience. Termination under this paragraph is not effective unless the Recipient is provided: (i) at least ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate; and (ii) an opportunity for consultation with the Illinois EPA prior to termination.
- c) If termination for substantial failure is effected by the Illinois EPA, under paragraph (a) of this Termination Section, an equitable adjustment in the price provided for in the Agreement shall be made. However, no adjustment in the price shall be allowed for anticipated profit on unperformed services or other work, and any payment due to the Recipient at the time of termination may be adjusted to cover any additional costs to the Illinois EPA resulting from the Recipient's substantial failure. If termination for substantial failure is effected by the Recipient, under paragraph (a) of this Termination Section, or if termination for convenience is effected by the Illinois EPA, under paragraph (b) of this Termination Section, the equitable adjustment shall include a reasonable profit for services or other work performed by the party that initiates termination.
- d) The equitable adjustment for a termination either (i) initiated by the Recipient under paragraph (a) of this Termination Section, or (ii) initiated by Illinois EPA under paragraph (b) of this Termination Section, shall provide payment to the Recipient for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs incurred by the Recipient relating to firm commitments entered into prior to termination.
- e) Upon receipt of a termination action under paragraphs (a) or (b) of this Termination Section, the Recipient must 1) promptly discontinue all affected work (unless the notice directs otherwise), and 2) deliver or otherwise make available to the Illinois EPA all data, drawing, specifications, reports, estimates, summaries and such other information and materials accumulated by the Recipient in performing the Agreement, whether those items are complete or incomplete.
- f) Upon termination under paragraphs (a) or (b) of this Termination Section, the Illinois EPA may take over the work under the Agreement and may award the same or a similar agreement to another recipient to complete the work under the Agreement.
- g) If, after termination for failure of the Recipient, under paragraph (a) of this Termination Section, it is determined that the Recipient did not fail to fulfill the Agreement obligations, the termination will be deemed to have been for the convenience of the Illinois EPA, under paragraph (b) of this Termination Section. In such event, adjustment of the price provided for in the Agreement shall be made as provided in paragraph (d) of this Termination Section.

35. Payments

Requests for payment must be submitted by the Recipient's authorized representative no more frequently than monthly. Additionally, requests for payment must be submitted within 45 days after the work, subject of the request, has been completed.

Each request must detail the amount and value of the work performed and must be accompanied by such supporting documentation as required by the Illinois EPA. The Recipient may transfer amounts among the cost categories designated in the Estimated Allowable Project Cost Summary provided the categories do not increase or decrease by more than fifteen (15) percent. Transfer in excess of fifteen (15) percent may be made only after written approval by the Illinois EPA. The requests for payment shall be submitted to:

Illinois Environmental Protection Agency
Attention: Fiscal Service
Mail Code #2
P.O. Box 19276
Springfield, Illinois 62794-9276

The Illinois EPA may withhold payment to the Recipient if the Recipient's progress in completing the scope of work does not meet the project schedule contained in the Agreement to the satisfaction of Illinois EPA. The Illinois EPA may withhold payment to the Recipient if Recipient fails to file required reports.

The Illinois EPA retains the right to withhold ten (10) percent of the assistance amount, as identified in the Estimated Allowable Project Costs Section of the Agreement, until all products outlined in the Project Scope of Work are submitted and approved by Illinois EPA.

Upon satisfactory completion of the work performed under the Agreement, as a condition before final payment under the Agreement or as a termination settlement under the Agreement the Recipient must execute and deliver to the Agency a release of all claims against the Agency arising under the Agreement. Unless otherwise provided in the Agreement or in another writing executed by both the Illinois EPA and the Recipient, final payment under the Agreement or settlement upon termination of the Agreement shall not constitute a waiver of any claim that the Agency may have pertaining to the Agreement against any party affected by the Agreement.

All funds remaining at the end of the grant agreement or at the expiration of the period of time grant funds are available for expenditure or obligation by the Recipient shall be returned to the State within 45 days.

Upon review of this document, complete page 2 and return the document to the Illinois EPA.