

# STATE OF DELAWARE

## **Brownfields Grant Funding Eligible Expenses Guidance and Reimbursement Application Instructions**



**Department of Natural Resources and Environmental Control (DNREC)  
Division of Waste & Hazardous Substances  
Remediation Section  
391 Lukens Drive  
New Castle, DE 19720**

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March 2008  
Revised December 2011  
Revised June 2013  
Revised July 2020  
Revised June 2021

**Delaware Department of Natural Resources and Environmental Control**  
**Division of Waste & Hazardous Substances**  
**Remediation Section**

**Brownfields Grant Funding Eligible Expenses**  
**Guidance**

*Introduction*

The purpose of the Brownfields Grant Funding Eligible Expenses Guidance is to provide a comprehensive list of tasks of reimbursable and non-reimbursable costs in accordance with the Hazardous Substance Cleanup Act (HSCA) Policy on Brownfield Grants dated July 2020. The term “Brownfield” used throughout this policy applies to “Certified Brownfield” defined in 7 Del. C. Section 9103 (3) and Section 9123 (3). Reimbursement claims submitted to the Department must be prepared using the task codes and forms provided in this document, and all appropriate backup documentation must be provided, including subcontractor invoices and daily accounting of consultant time on the project (i.e., timesheets). DNREC will remove undocumented time on any invoices that the Department receives. If there are no timesheets to show the hours worked, the costs will not be reimbursed. Additionally, all expenses submitted for reimbursement must follow the current HSCA statute (7 Del C, Chapter 91) and the Delaware *Regulations Governing Hazardous Substance Cleanup*. **DNREC reserves the right to deny any costs that are not acceptable under the Program.** At any time DNREC may require a full financial audit to be performed on any grant recipient.

**The Department may only reimburse the environmental costs associated with a Brownfield project up to the corresponding reimbursement amount specified in the current Brownfield Grant Funding Policy.**

Environmental costs are defined as all necessary and reasonable expenses relating to addressing the environmental conditions on a Certified Brownfield site including, but not limited to, due diligence activities, investigation work, feasibility studies, treatability studies, remedial investigations and development and implementation of Proposed and Final Plans of Remedial Action through to issuance of a Certificate of Completion of Remedy (COCR) and subsequent Long Term Stewardship (LTS) including Long Term Monitoring (LTM) costs approved by the Department. Reimbursement eligibility will not begin until a site is officially certified as a Certified Brownfield property by the Department. Actual monetary reimbursement will not begin until after a Brownfield Development Agreement (BDA) has been entered into and fully executed. Remediation costs, as specified by a Final Plan of Remedial Action, that have been incurred prior to the Brownfields Developer taking title to the property, may only be reimbursed after the Brownfields Developer takes title to the property. In addition, a COCR will not be issued for a site without proof of payment to consultants, contractors and/or the State for items covered under this guidance.

*Approved and Non-Approved Activities*

The approved and non-approved activities listed in this document are not intended to be all inclusive. Other costs may be approved by the Department, provided the expenses are in compliance with the HSCA, the Delaware *Regulations Governing Hazardous Substance Cleanup* (Regulations) and guidance issued under the HSCA program and any additional Department cleanup programs such as the Underground Storage Tank Act (7 Del C, Chapter 74) and the Jeffrey Davis Aboveground Storage Tank Act (7 Del C Chapter 74A) and Hazardous Waste Management (7 Del. C., Chapter 63). Some costs incurred by a Brownfields Developer or a party entering into a BDA are not reimbursable pursuant to this document. Such non-reimbursable costs include:

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

### ***Contact Information***

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

DNREC/DWHS  
Remediation Section (Brownfield Program)  
391 Lukens Drive  
New Castle, DE 19720

If you have any questions regarding the task codes presented herein or have a question regarding which task should be used for an activity, please contact the Brownfields Reimbursement Coordinator (302-395-2600 or [Melissa.Leckie@delaware.gov](mailto:Melissa.Leckie@delaware.gov)) for clarification and/or approval prior to submittal of your claim. The Reimbursement Coordinator will contact appropriate DNREC Remediation Section staff for clarification if needed.

*Brownfield Grant Eligible Expenses Guidance, Revised June 1, 2021  
Approved by Qazi Salahuddin, Administrator, Remediation Section*

**CODE      TASK**

**Section 1 – Regulatory Costs / Reimbursement Package Preparation**

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

- 1.010      Preparation of Reimbursement Package
- 1.020      DNREC-RS Oversight

**Section 2 – Pre-Assessment Activities**

- 2.010      Previous Assessment Activities
- 2.015      Conceptual Site Model & Sampling and Analysis Plan (CSM-SAP)
- 2.020      Scoping Meeting
- 2.030      Health & Safety Plan
- 2.040a      Revisions to CSM –SAP
- 2.050      Other Subcontractor Expenses:

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

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

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

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

**Section 5 – Dewatering**

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

## **Section 6 – Filling/Capping as Remedy**

6.010	Labor - Consultant Oversight and Coordination Associated with Section 6
6.020	Travel, Supplies, Equipment or Incidental Costs Relating to Section
6.030	Fill Material and Placement
6.040	Impervious Surfaces (asphalt, concrete, etc.)
6.050	Bed Utility Trenches and Place Geotextile Fabric
6.060	Construction and Maintenance of Haul Roads for Fill/Cap Placement
6.070	Marker Fabric and Placement
6.080	Other Filling/Capping – Please Specify

## **Section 7 – Erosion and Sediment Control**

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

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

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

***\*Note: Reimbursement for UST and AST related activities may occur only if the work is performed in accordance with 7 DE Admin. Code 1352, Regulations Governing Aboveground Storage Tanks and 7 DE Admin. Code 1351, Regulations Governing Underground Storage Tank Systems.***

***\*Note: Any site condition that has been subject to an enforcement action by the Department will be required to come into compliance with the Department's requirements for that condition at the Potentially Responsible Party's expense.***

8.010	Labor for Consultant Oversight and Coordination Associated with Section 8
8.020	Travel, Supplies, Equipment or Incidental Costs Relating to Section 8
8.030	Removal of UST/AST
8.040	Disposal of UST/AST
8.045	Laboratory Costs – UST/AST Removal Activities
8.050	Remedial Costs Associated with UST/AST
8.060	Other UST/AST Costs – Please Specify
8.070	EQuIS Electronic Data Deliverables (EDD) Submission

## **Section 9 – Soil Remedial Actions**

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

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

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

## **Section 10 – Reports**

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

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

## **Section 11 – Public Relations and Safety**

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

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

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

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

12.010	Capital Expenses
12.020	Legal Fees
12.030	Other Reimbursable Expenses Not Defined in Sections 1 through 11
12.040	Project Management Meeting

## **Section 13 –Long Term Stewardship**

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

*\*Note: LTS costs includes Operation and Maintenance (O&M) including inspections and repair of the implemented remedial actions and Long Term Monitoring (LTM) of Groundwater and Soil Gas to track effectiveness of the remedial action according to LTS plans and any subsequent revisions approved by DNREC*

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

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

*2nd offense: A forfeiture of eligibility to receive funding for LTS activities associated with the site.*

13.010	LTS Inspections, operation and maintenance Reports
13.020	Inspections/Repairs/Replacements of the Remedial Action
13.030	Remediation System Maintenance
13.010	Labor - Consultant Oversight and Coordination Associated with Section 13
13.020	Travel, Supplies Equipment or Incidental Costs Relating to Section 13
13.030	Collection of Groundwater Samples
13.040	Collection of Soil-gas Samples
13.050	Laboratory Costs for groundwater and soil-gas samples and air samples
13.060	Monitored Natural Attenuation (MNA) related cost
13.070	LTS – Long Term Monitoring Report
13.080	EQuIS Electronic Data Deliverables (EDD) Submission

#### **Section 14 – Limited Offsite Groundwater and Soil-gas Investigation**

*\*Note: Offsite investigation costs allowed under this section will be capped at a cumulative cost of \$25,000.*

*\*Note: Off-site investigation of groundwater and soil gas are performed to determine potential or actual migration of groundwater and/or soil gas.*

*\*Note: Off-site investigation may include multiple rounds of sampling and on-site sampling if determined necessary by the Department*

14.010	Labor - Consultant Oversight and Coordination Associated with Section 14
14.020	Travel, Supplies Equipment or Incidental Costs Relating to Section 14
14.030	Collection of Groundwater Samples including well installation
14.030	Collection of Soil-gas Samples including sample point installation
14.040	Drilling Subcontractor Costs Onsite
14.050	Laboratory Costs – associated with Groundwater Sample analysis
14.060	Laboratory Costs – Associated with Soil-Gas and Air Sample Analysis
14.070	EQuIS Electronic Data Deliverables (EDD) Submission

#### **Section 15 – Remediation of Source Areas of Contamination to Reduce Groundwater and Soil-Gas Contamination On-Site and Off-Site**

*\*Note: Costs associated with remedial actions that reduce groundwater and/or soil gas contamination at the source areas that reduces migration of groundwater and soil gas contamination offsite would be eligible for this additional funding. Additional sampling and other evaluations necessary for the implementation and monitoring of these remedial actions may also be eligible for this funding.*

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

15.010	Labor - Consultant Oversight and Coordination Associated with Section 15
15.020	Travel, Supplies Equipment or Incidental Costs Relating to Section 15
15.030	Subcontractor Costs for Remediation
15.040	Groundwater Treatment Technologies
15.050	Soil-Gas Treatment Technologies
15.060	Other Innovative Remediation Technologies
15.070	Sampling Costs – Associated with the Remedial Actions
15.800	Laboratory Costs – Associated with the Remedial Actions

15.900 EQUIS Electronic Data Deliverables (EDD) Submission

**Section 16- GREEN REMEDIATION: GREEN INFRASTRUCTURE & ECOLOGICAL REVITALIZATION**

- 16.01 Labor—Consultant Coordination and Oversight Associated with Section 16
- 16.02 Travel, Supplies, Equipment, or Incidental Costs Relating to Section 16
- 16.03 Rain Gardens
- 16.04 Vegetated Swales
- 16.05 Tree Boxes and Tree Trenches
- 16.06 Rain Barrels, Cisterns & Downspout Disconnection
- 16.07 Green Roofs/Rooftop Gardens
- 16.08 Cool Roofs
- 16.09 Urban Trees
- 16.100 Riparian Buffers
- 16.110 Living Shorelines
- 16.120 Permeable Pavement
- 16.130 Native Vegetation or Voluntary Ecological Enhancement with Native Vegetation
- 16.140 Other Innovative Technologies
- 16.150 Evaluation of Green Remediation

**Attachment A Maximum Allowable Laboratory Charges**



## **TASK DEFINITIONS**

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

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

#### **1.010**

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

#### **1.020**

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

## **TASK DEFINITIONS**

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

#### **2.010**

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

#### **2.015**

*Conceptual Site Model & Sampling and Analysis Plan (CSM-SAP):* Includes consultant time for preparation, revision or update to the CSM-SAP in the format provided by DNREC, including background information collection, a summary of the existing data, and information in the CSM and the preparation of the SAP. The SAP includes the initial proposal of sampling locations, number of samples from different media and the type of analysis. DNREC requires that Standard Operating Procedures (SOPs), which are referenced in the SAP, be utilized. **Billing rates for the preparation of the CSM-SAP can not exceed the rate of a Project Manager or equivalent title. A Senior Management (Program Manager/Principle) rate can be utilized for review, but not preparation.** The CSM-SAP is submitted prior to a Scoping Meeting and includes review and revisions as a result of communications between DNREC and consultant.

#### **2.020**

*Scoping Meeting:* Includes attendance of the Scoping Meeting for the site. The intent of the Scoping Meeting is to finalize the SAP. Only required staff will be reimbursable (i.e. program manager and project manager of the project).

#### **2.030**

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

#### **2.040a**

*Revisions to CSM –SAP:* Includes any additions and/or revisions to the CSM based on the input from all the parties

#### **2.050**

*Other Subcontractor Expenses:* This task would include the cost of a Meets and Bounds survey, Ground Penetrating Radar, and other approved expenses not included in the above tasks.

## **TASK DEFINITIONS**

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

#### **3.010**

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

#### **3.020**

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

#### **3.030**

*Collection of Environmental Media Samples:* Includes consultant time for collecting soil, surface water, groundwater, sediment and/or indoor air samples. This task should include, but is not limited to, collection of soil samples using hand augers, ground-water monitoring well sampling, grab surface water and sediment sampling, and all associated equipment costs. The rate charged by staff can not exceed Environmental Scientist, Geologist, Environmental Technical Staff, or equivalent title.

#### **3.040**

*Drilling Subcontractor Costs:* This task is only for subcontractor invoices. Includes subcontractor costs for soil sampling and groundwater monitoring well installation associated with the implementation of the CSM-SAP, and subsequent monitoring well abandonment. The use of advanced site characterization tools and soil gas sample collection are eligible to utilize this task. This task includes the actual drilling costs and mark-ups cannot exceed 10%. Drilling subcontractor invoices must be submitted with the reimbursement package. A mark-up is allowed only if the drilling was conducted by a subcontractor.

#### **3.050**

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

#### **3.060**

*Asbestos and/or Lead Based Paint Survey:* Includes subcontractor costs for performing an asbestos and/or lead based paint survey at the site, if deemed necessary during the Scoping Meeting, or otherwise

approved by the Department. This task includes the actual asbestos and/or lead based paint survey costs plus mark-ups cannot exceed 10%. Subcontractor invoices must be submitted with the reimbursement package. A mark-up is allowed only if the asbestos survey was conducted by a subcontractor.

### **3.070**

*Wetland Delineation:* Includes subcontractor costs for performing wetland delineation at the site, if deemed necessary during the Scoping Meeting, or otherwise approved by the Department. This task includes the wetland delineation cost plus mark-ups cannot exceed 10%. Subcontractor invoices must be submitted with the reimbursement package. A mark-up is allowed only if the wetland delineation is conducted by a subcontractor.

### **3.080**

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

### **3.090**

*EQulS Electronic Data Deliverables (EDD) Submission:* EDD's are data repositories containing information about sampling event, and subsequent laboratory analysis of those samples. This task is the cost to prepare and submit the EDD's required by the Department. EDD's required for the sampling under Section 3 may be submitted under this task. The Department will only pay to fix an EDD submittal one time, if further revisions are necessary by the consultant those cost are not eligible for reimbursement.

## **TASK DEFINITIONS**

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

**\* If the service is not the final remedial action, the Department will not reimburse for Interim Action activities.**

#### **4.010**

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

#### **4.020**

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

#### **4.030**

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

#### **4.040**

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

#### **4.050**

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

#### **4.060**

*Laboratory Costs – Waste Material Characterization and Confirmation:* Includes costs for performing analytical requirements on contaminated materials encountered during activities described as

reimbursable in this document, and as required by the treatment/disposal facility. Laboratory analytical costs associated with confirmatory sampling to ensure that contaminated materials have been removed from the site are also included in this task. All laboratory reimbursement must comply with the guidelines set forth in Attachment A: Maximum Allowable Laboratory Charges document. If applicable, laboratory subcontractor invoices and treatment/disposal facility analytical requirements must be submitted with the reimbursement package. For Laboratory Analysis not included in attachment A, the rate is eligible for a 10% markup. Expedited turn-around of samples, or special analytical protocols, requires written pre-approval from the Department in order to be reimbursed.

#### **4.070**

*Transport & Disposal Costs for Contaminated Materials Removal:* Includes subcontractor costs associated with the transport and disposal of contaminated materials encountered during excavation activities required by a Final Plan of Remedial Action or other reimbursable activity described in this section. This task includes the actual cost for transportation and disposal plus mark-ups cannot exceed 10%. Transportation and disposal subcontractor invoices must be submitted with the reimbursement package.

#### **4.080**

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

#### **4.090**

*EQulS Electronic Data Deliverables (EDD) Submission:* EDD's are data repositories containing information about sampling event, and subsequent laboratory analysis of those samples. This task is the cost to prepare and submit the EDD's required by the Department. EDD's required for the sampling task under Section 4 may be submitted under this task. The Department will only pay to correct an EDD submittal one time, if further revisions are necessary by the consultant those cost are not eligible for reimbursement.

## **TASK DEFINITIONS**

### **SECTION 5 – DEWATERING**

#### **5.010**

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

#### **5.020**

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

#### **5.030**

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

#### **5.040**

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

#### **5.050**

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

**5.060**

*Transport & Disposal Costs Associated with Dewatering:* Includes subcontractor costs associated with the transport and disposal of contaminated water encountered during excavation activities required by a DNREC approved CMMP or other reimbursable activity described in this section. This task includes the actual cost for transportation and disposal plus mark-ups cannot exceed 10%. Transportation and disposal subcontractor invoices must be submitted with the reimbursement package.

**5.070**

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

**5.080**

*EQulS Electronic Data Deliverables (EDD) Submission:* EDD's are data repositories containing information about sampling event, and subsequent laboratory analysis of those samples. This task is the cost to prepare and submit the EDD's required by the Department. EDD's required for the sampling task Section 5 may be submitted under this task. The Department will only pay to fix an EDD submittal one time, if further revisions are necessary by the consultant those cost are not eligible for reimbursement



## TASK DEFINITIONS

### SECTION 6 – FILLING/CAPPING

#### 6.010

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

#### 6.020

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

#### 6.030

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

#### 6.040

*Impervious Surfaces (asphalt, concrete, etc):* Includes labor and material costs for placement of an impervious cap, including but not limited to asphalt, concrete, or crushed stone to the extent specifically required as a remedy by the Final Plan of Remedial Action or Interim Action **where fill is NOT considered a protective cap.** If placement of an impervious surface is proposed on a site due to re-development reasons, and not due to reasons related to the site contamination, then DNREC will only reimburse an amount equal to the value of one foot of clean fill material for the footprint of the impervious surface, provided that a protective cap was required for the same area in the Final Plan of Remedial Action or Interim Action. A cost comparison must be provided by the consultant and clear documentation must be provided.

#### 6.050

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

#### 6.060

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

#### 6.070

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

**6.080**

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

## TASK DEFINITIONS

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

**\* If the service is not the final remedial action, the Department will not reimburse for Interim Action activities.**

#### **7.010**

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

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

#### **7.020**

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

#### **7.030**

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

#### **7.040**

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

## **TASK DEFINITIONS**

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

*\*Note: Reimbursement for UST and AST related activities may occur only if the requirements of 7 Del C, Chapter 74 and/or 74A and the requirements of the Delaware Regulations Governing Underground Storage Tank Systems and the Delaware Regulations Governing Aboveground Storage Tanks have been satisfied. Any site condition that has been subject to an enforcement action by the Department must be rectified at the Potentially Responsible Party's expense.*

*\*Note: Costs for tank removal are eligible for reimbursement only if the following criteria are met:*

- 1. The tank removal has taken place after the Site has been certified as a Brownfield; and*
- 2. The tank removal is conducted with prior notice to and oversight by the DNREC Tanks Compliance and Permitting Section (this applies to both regulated and unregulated tanks); and*
- 3. The tank removal is specified as an Interim Action or specified in the Final Plan of Remedial Action; and*
- 4. Tank removal costs that have been incurred by the Brownfield Developer prior to the Brownfield Developer taking title to the property, will only be reimbursed after the Brownfield Developer takes title to the property*

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

#### **8.010**

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

#### **8.020**

*Travel, Supplies, Equipment or Incidental Costs Relating to Section 8:* Includes direct costs associated with the labor performed under Task 8.010. These costs include, but are not limited to, equipment rental (including vehicles), mileage, federal per diem rates, airfare, and ice for samples. If vehicle rental reimbursement is submitted, mileage will not be reimbursed and vice versa. If mileage is used, documentation stating the federal rate and miles driven must be provided. In the case of per diem (which needs prior approval by the Department), required documentation stating the federal rate, the number of individuals and the number of days must be included. When airfare travel is pre-approved, the Department will only reimburse for one roundtrip coach ticket expense. A cost comparison of commuting to the site daily vs the daily federal per diem rate for approval by the Department of the lesser of the two costs. Clear documentation must be provided.

#### **8.030**

*Removal or Closure in Place of UST/AST:* Includes subcontractor costs associated with the excavation and/or removal of USTs/ASTs by a DNREC Certified UST Closure contractor. All work must be performed in accordance with the Delaware Regulations Governing Underground Storage Tank Systems and Delaware Regulations Governing Aboveground Storage Tanks. This task includes the actual cost for excavation/removal and mark-ups cannot exceed 10%. Tank removal subcontractor invoices must be submitted with the reimbursement package. A mark-up is allowed only if the UST/AST removal or closure in place was conducted by a subcontractor. The removal of structures such as canopies is not a Brownfield Grant funding eligible costs.

#### **8.040**

*Disposal of UST/AST:* Includes subcontractor costs associated with the transport and disposal of USTs/ASTs. This task includes the actual cost for transportation and disposal plus not to exceed 10% mark-up. Transportation and disposal subcontractor invoices must be submitted with the reimbursement package. A mark-up is allowed only if the UST/AST transportation and disposal was conducted by a subcontractor.

#### **8.045**

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

#### **8.050**

*Remedial Costs Associated with UST/AST:* Includes costs associated with the remediation of soil, surface water, ground water or sediments known to be impacted by leaking USTs or ASTs and associated piping and dispensers. These costs include, but are not limited to, over-excavation and disposal of impacted soils, and in-situ or ex-situ treatment technologies utilized to achieve remedial goals established in the Final Plan of Remedial Action or Interim Action.

#### **8.060**

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

#### **8.070**

*EQuIS Electronic Data Deliverables (EDD) Submission:* EDD's are data repositories containing information about sampling event, and subsequent laboratory analysis of those samples. This task is the cost to prepare and submit the EDD's required by the Department. EDD's required for the sampling task Section 5 may be submitted under this task. The Department will only pay to fix an EDD submittal one time, if further revisions are necessary by the consultant those cost are not eligible for reimbursement.

## **TASK DEFINITIONS**

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

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

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

#### **9.010**

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

#### **9.020**

*In-Situ or Onsite Stabilization/Treatment:* Includes labor and materials necessary for the design and implementation of in-situ stabilization/treatment or onsite treatment of contaminated soil. This task includes the actual costs for in-situ or onsite stabilization/treatment, plus mark-ups cannot exceed 10%. Subcontractor invoices must be submitted with the reimbursement package. A mark-up is allowed only if the in-situ stabilization/treatment was conducted by a subcontractor.

#### **9.030**

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

#### **9.040**

*Vapor Intrusion Control System:* Includes labor and materials for the installation of a vapor barrier control system or active/passive venting system to protect occupants from exposure to potentially harmful organic vapors associated with contaminants remaining onsite. In order to obtain reimbursement, the vapor intrusion control system must be required by the Final Plan of Remedial Action, or otherwise approved in writing by the Department. This task includes the actual costs for vapor intrusion system installation, plus mark-ups cannot exceed 10%. Vapor Intrusion Control System subcontractor invoices must be submitted with the reimbursement package. A mark-up is allowed only if the Vapor Intrusion Control System was installed by a subcontractor.

#### **9.045**

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

**9.050**

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

**9.060**

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

**9.070**

*EQulS Electronic Data Deliverables (EDD) Submission:* EDD's are data repositories containing information about sampling event, and subsequent laboratory analysis of those samples. This task is the cost to prepare and submit the EDD's required by the Department. EDD's required for the sampling under Section 3 may be submitted under this task. The Department will only pay to fix an EDD submittal one time, if further revisions are necessary by the consultant those cost are not eligible for reimbursement.

## **TASK DEFINITIONS**

### **SECTION 10 – REPORTS\***

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

*\* Note Report revisions for the same/recurring DNREC-RS comments will only be reimbursed once, unless pre-approval has been received.*

#### **10.010**

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

#### **10.020**

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

#### **10.030**

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

#### **10.040**

*Feasibility Study:* Includes the cost for preparation of a site-specific Feasibility Study (FS) Report, if requested by the Department.

#### **10.050**

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

#### **10.060**

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

#### **10.070**

*Long Term Stewardship Plan:* Includes the cost for preparation of a site-specific Long-Term Stewardship (LTS) Plan.

#### **10.075**

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

#### **10.080**

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

#### **10.090**

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



**10.100**

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

**10.110**

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

## **TASK DEFINITIONS**

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

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

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

#### **11.010**

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

#### **11.020**

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

#### **11.030**

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

#### **11.040**

*Fence Installation:* Includes the cost for security fencing and its installation, where necessary, to inhibit public access to site areas where contact with potentially harmful materials or excavations is possible. This task includes the actual costs for fencing and installation, plus mark-ups cannot exceed 10%. Fencing subcontractor invoices must be submitted with the reimbursement package. A mark-up is allowed only if the fencing installation was conducted by a subcontractor.

#### **11.050**

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

#### **11.060**

N/A Previously used task

#### **11.080**

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

## **TASK DEFINITIONS**

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

#### **12.010**

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

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

#### **12.020**

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

#### **12.030**

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

#### **12.040**

*Project Management Meetings:* Includes the cost of attending a meeting relating to the project outside of the scoping meeting. Meetings are only reimbursable if required by the Department. If a meeting is not required, the meeting will not be reimbursable under the grant. Only required staff will be reimbursable, i.e. program manager and project manager of the project.

## **TASK DEFINITIONS**

### **SECTION 13 –LONG TERM STEWARDSHIP\***

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

- \* Note: LTS costs includes Operation and Maintenance (O&M) including inspections and repair of the implemented remedial actions and Long Term Monitoring (LTM) of Groundwater and Soil Gas to track effectiveness of the remedial action according to LTS plan and any subsequent revisions approved by DNREC

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

- 1st offense: A written notice of failure to meet the required deadline for submittal of an LTS report.*
- 2nd offense: A forfeiture of eligibility to receive funding for LTS activities associated with the site.*

#### **13.010**

*LTS Inspections/Repair/Replacement of Remedial Action Reports:* This task includes personnel time for preparation of an LTS Report associated with inspection, repairs, replacement of remedial action.

#### **13.020**

*Inspections/Repairs/Replacements of the Remedial Action:* Includes costs associated with the repair, inspection, or replacement of items or conditions critical to the long-term effectiveness of a remedial action, as indicated in a DNREC approved LTS Plan. Pre-approval from the Department is required before any repairs or replacements are made if they are to be reimbursed under this task. This task does NOT include visual inspections of caps or security measures.

#### **13.030**

*Remediation System Operation and Maintenance:* Includes cost associated with operation and maintenance of remediation system at the site.

#### **13.040**

*Labor – Consultant Coordination and Oversight Associated with Section 13:* Includes all labor costs associated with the performance of the tasks associated with Section 13.

#### **13.050**

*Travel, Supplies Equipment or Incidental Costs Relating to Section 13:* Travel, Supplies, Equipment or Incidental Costs Relating to Section 13: These costs include, but are not limited to, equipment rental (including vehicles), mileage, federal per diem rates, airfare, and ice for samples. If vehicle rental reimbursement is submitted, mileage will not be reimbursed and vice versa. If mileage is used, documentation stating the federal rate and miles driven must be provided. In the case of per diem (which needs prior approval by the Department), required documentation stating the federal rate, the number of individuals and the number of days must be included. When airfare travel is pre-approved, the Department will only reimburse for one roundtrip coach ticket per person per task per year or otherwise site-specifically approved by DNREC. A cost comparison of commuting to the site daily vs the daily federal per diem rate for approval by the Department of the lesser of the two costs. Clear documentation must be provided.

#### **13.060**

*Collection of Groundwater Samples:* Includes consultant time for collecting groundwater samples

required by the LTS Plan for Long Term Monitoring. This task also includes equipment costs related to groundwater sampling/monitoring under Section 13. The rate charged by staff cannot exceed Environmental Scientist, Geologist, Environmental Technical Staff, or equivalent title.

**13.070**

*Collection of soil-gas and air Samples:* Includes consultant time for collecting soil gas samples required by the LTS Plan for Long Term Monitoring. This task also includes equipment costs related to soil gas and air sampling/monitoring under Section 13. The rate charged by staff cannot exceed Environmental Scientist, Geologist, Environmental Technical Staff, or equivalent title

**13.080**

*Laboratory Costs for groundwater and soil-gas and air samples:* Includes costs for performing analytical requirements on groundwater, soil gas and air samples associated with Long Term Monitoring as part of LTS. All laboratory reimbursement must comply with the guidelines set forth in Attachment A: Maximum Allowable Laboratory Charges document. If applicable, laboratory subcontractor invoices must be submitted with the reimbursement package, and mark-ups cannot exceed 10%. Expedited turn-around of samples, or special analytical protocols, requires written pre-approval from the Department in order to be reimbursed.

**13.090**

*Long Term Monitoring Reports:* This task includes personnel time for preparation of Long Term Monitoring reports associated with groundwater, soil-gas and air sampling results and interpretations and conclusions.

**13.100**

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

**13.110**

*EQulS Electronic Data Deliverables (EDD) Submission:* EDD's are data repositories containing information about sampling event, and subsequent laboratory analysis of those samples. This task is the cost to prepare and submit the EDD's required by the Department. EDD's required for the sampling under Section 13 may be submitted under this task. The Department will only pay to fix an EDD submittal one time, if further revisions are necessary by the consultant those cost are not eligible for reimbursement.

## **TASK DEFINITIONS**

### **Section 14 – Limited Groundwater and Soil-gas Investigation offsite of the Certified Brownfield Site**

*\* Note: Brownfield Developer is not required to investigate offsite but can volunteer to perform the task up to the maximum allowable amount of \$25,000. If Brownfield Developer choose not to perform the offsite investigation, DNREC may perform this task to determine potential or actual migration of groundwater and/ or soil gas offsite migration and whether remediation of source areas at the Brownfields site is necessary.*

*\*Note: Off-site investigation may include multiple rounds of sampling and off-site if determined necessary by the Department*

#### **14.010**

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

#### **14.020**

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

#### **14.030**

*Collection of Groundwater Samples including well installation:* Includes consultant time for collecting groundwater samples and monitoring associated with the remedial action. This task also includes equipment costs related to groundwater sampling/monitoring under Section 14. The rate charged by staff cannot exceed Environmental Scientist, Geologist, Environmental Technical Staff, or equivalent title.

#### **14.030**

*Collection of Soil-gas Samples including sample point installation:* Includes consultant time for collecting soil-gas samples and monitoring associated with the remedial action. This task also includes equipment costs related to groundwater sampling/monitoring under Section 14. The rate charged by staff can't exceed Environmental Scientist, Geologist, Environmental Technical Staff, or equivalent title.

#### **14.040**

*Drilling Subcontractor Costs:* Includes subcontractor costs for groundwater monitoring well installation that are required by the Department and associated with the groundwater remedial action. This task includes the actual drilling costs and mark-ups not exceeding 10%. Drilling subcontractor invoices must be submitted with the reimbursement package. A mark-up is allowed only if the drilling was conducted by

a subcontractor. Any monitoring well abandonment shall be reimbursed under section 3.040.

**14.050**

*Laboratory Costs – associated with Groundwater Sample analysis:* Includes costs for performing analytical requirements on groundwater samples as required by the Department. All laboratory reimbursement must comply with the guidelines set forth in Attachment A: Maximum Allowable Laboratory Charges document. If applicable, laboratory subcontractor invoices must be submitted with the reimbursement package, and mark-ups cannot exceed 10%. Expedited turn-around of samples, or special analytical protocols, requires written pre-approval from the Department in order to be reimbursed.

**14.060**

*Laboratory Costs – Associated with Soil-Gas and Air Sample Analysis:* Includes costs for performing analytical requirements on soil-gas and air samples as required by the Department. All laboratory reimbursement must comply with the guidelines set forth in Attachment A: Maximum Allowable Laboratory Charges document. If applicable, laboratory subcontractor invoices must be submitted with the reimbursement package, and mark-ups cannot exceed 10%. Expedited turn-around of samples, or special analytical protocols, requires written pre-approval from the Department in order to be reimbursed.

**14.070**

*EQUS Electronic Data Deliverables (EDD) Submission:* EDD's are data repositories containing information about sampling event, and subsequent laboratory analysis of those samples. This task is the cost to prepare and submit the EDD's required by the Department. EDD's required for the sampling under Section 14 may be submitted under this task. The Department will only pay to fix an EDD submittal one time, if further revisions are necessary by the consultant those cost are not eligible for reimbursement.

## **Section 15 – Remediation of Source Areas of Contamination to Reduce Groundwater and Soil-Gas Contamination**

*\*Note: Brownfield Sites would be eligible for an additional funding amount up to sixty-five thousand dollars (\$65,000) for reimbursement of DNREC approved groundwater and soil gas remedial actions at the source areas with the goal of reducing migration of groundwater and soil gas contamination offsite. Additional sampling and other evaluations necessary for the implementation and monitoring of these remedial actions may also be eligible for this funding.*

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

### **15.010**

*Labor - Consultant Oversight and Coordination Associated with Section 15:* Includes costs associated with the coordination, performance and oversight of groundwater and soil-gas and soil hotspot remedial actions, and associated monitoring as per the Final Plan of Remedial Action. The Department will assist with the acquisition of access agreements with offsite property owners, if necessary.

### **15.02**

*Travel, Supplies Equipment or Incidental Costs Relating to Section 15:* Includes direct costs associated with the labor performed. These costs include, but are not limited to, equipment rental (including vehicles), mileage, federal per diem rates, airfare, and ice for samples. If vehicle rental reimbursement is submitted, mileage will not be reimbursed and vice versa. If mileage is used, documentation stating the federal rate and miles driven must be provided. In the case of per diem (which needs prior approval by the Department), required documentation stating the federal rate, the number of individuals and the number of days must be included. When airfare travel is pre-approved, the Department will only reimburse for one roundtrip coach ticket per person per task per year or otherwise site-specifically approved by DNREC. A cost comparison of commuting to the site daily vs the daily federal per diem rate for approval by the Department of the lesser of the two costs. Clear documentation must be provided.

### **15.030**

*Subcontractor Costs for Remediation:* Includes subcontractor costs for remedial actions. This task includes the actual subcontractor costs and mark-ups not exceeding 10%. Subcontractor invoices must be submitted with the reimbursement package. A mark-up is allowed only if the task was conducted by a subcontractor.

### **15.040**

*Groundwater Treatment Technologies:* Includes labor and materials necessary for the design and implementation and monitoring of groundwater treatment technologies approved by the department. This task includes the actual costs for treatment, plus mark-ups not exceeding 10%. Subcontractor invoices must be submitted with the reimbursement package. A mark-up is allowed only if the treatment was conducted by a subcontractor.

### **15.070**

*Soil-Gas Treatment Technologies:* Includes labor and materials necessary for the design and



implementation of soil-gas treatment technologies. This task includes the actual costs for the treatment, plus mark-ups not exceeding 10%. Subcontractor invoices must be submitted with the reimbursement package. A mark-up is allowed only if the treatment was conducted by a subcontractor.

#### **15.080**

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

#### **15.090**

*Sampling Costs Associated with the Remedial Actions:* Includes consultant time for collecting of samples required by the Department. This task also includes equipment costs related to sampling/monitoring under Section 15. The rate charged by staff can't exceed Environmental Scientist, Geologist, Environmental Technical Staff, or equivalent title.

#### **15.100**

*Laboratory Costs – Associated with the Remedial Actions:* Includes costs for performing analytical requirements on groundwater and soil-gas samples associated with the remedial action as required by the Department. All laboratory reimbursement must comply with the guidelines set forth in Attachment A: Maximum Allowable Laboratory Charges document. If applicable, laboratory subcontractor invoices must be submitted with the reimbursement package, and mark-ups cannot exceed 10%. Expedited turn-around of samples, or special analytical protocols, requires written pre-approval from the Department in order to be reimbursed.

#### **15.110**

*EQuIS Electronic Data Deliverables (EDD) Submission:* EDD's are data repositories containing information about sampling event, and subsequent laboratory analysis of those samples. This task is the cost to prepare and submit the EDD's required by the Department. EDD's required for the sampling under Section 15 may be submitted under this task. The Department will only pay to fix an EDD submittal one time, if further revisions are necessary by the consultant those cost are not eligible for reimbursement.

## **TASK DEFINITIONS**

### **SECTION 16—GREEN REMEDIATION: GREEN INFRASTRUCTURE & ECOLOGICAL REVITALIZATION**

\*Note: The costs allowed under this section will be capped at a cumulative reimbursable cost of \$25,000.

#### **16.010**

*Labor—Consultant Coordination and Oversight Associated with Section 15:* Includes costs associated with the coordination, oversight, and implementation of green infrastructure, and/or ecological revitalization at a Delaware Certified Brownfield Site in addition to the infrastructure, landscaping, etc. required by Attachment B, the Final Plan of Remedial Action, or the Interim Action. Other consultant coordination and oversight activities related to the implementation of green infrastructure or ecological revitalization actions not listed separately in this document may also apply to this task. Up to a 10% mark-up may be submitted for reimbursement if an ecological consultant was sub-contracted. Subcontractor invoices must be submitted with the reimbursement package. For all projects involving vegetation, costs covered will include the acquisition of native plants, soil testing for the selection of appropriate soil amendments, an appropriate soil amendment, and pre-emergent pesticide and application. It may also cover required vegetative monitoring to ensure ecological health and protect against invasive species on appropriate projects. **All tasks covered by this section must be pre-approved by the department before implementation in order to be eligible for reimbursement.**

#### **16.020**

*Travel, Supplies, Equipment, or Incidental Costs Relating to Section 15:* Includes direct costs associated with the labor performed under Task 15.010. These costs include, but are not limited to, equipment rental (including vehicles), mileage, federal per diem rates, and airfare. If vehicle rental reimbursement is submitted, mileage will not be reimbursed and vice versa. If mileage is used, documentation stating the federal rate and miles driven must be provided. In the case of per diem (which needs prior approval by the Department), required documentation stating the federal rate, the number of individuals and the number of days must be included. When airfare travel is pre-approved, the Department will only reimburse for one roundtrip coach ticket per person per task per year or otherwise site-specifically approved by DNREC. **A cost comparison of commuting to the site daily vs the daily federal per diem rate for approval by the Department of the lesser of the two costs. Clear documentation must be provided.**

The following are examples of some of the eco revitalization or green infrastructure activities that may be implemented at a Brownfield Site. All proposals should contemplate any potential unintended consequence (i.e. mobilization of contaminated groundwater), exacerbation of a known environmental condition, or the creation of an attractive nuisance that would result from the implementation of the eco revitalization or green infrastructure technology. Any proposal must explain how the chosen eco revitalization or green infrastructure technology will: reduce storm water runoff; increase biodiversity through the creation of habitat; or decrease thermal island signature for the property. Please include a list of native vegetation able to withstand environmental pressures specific to the property. Any proposal may also seek reimbursement for future vegetative monitoring for invasive species and costs associated with continual upkeep of for two (2) years after establishment. At the time of submittal of the proposal, please complete the Eco Revitalization/Green Infrastructure Property Metrics Form (attached).

#### **16.030**

*Rain Gardens:* Includes labor and materials necessary for the design, construction, and planting of a functioning rain garden containing native landscaping. Proposal must explain how established garden will allow adequate storm water management through soil infiltration and include native plants to provide pollinator habitat.

#### **16.040**

*Vegetated Swales:* Includes labor and materials necessary for the design, construction, and planting of a vegetated swale or bioswale. Proposal must explain how swale will capture storm water and contaminants from a paved area and divert it into a drainage system. May cover additional costs associated with the engineering of any paved area to direct runoff towards swale.

**16.050**

*Tree Boxes and Tree Trenches:* Includes labor and materials necessary for the design, construction, and planting of a tree box or tree trench implemented within five (5) meters of a paved surface to allow for collection, filtration, and retention of stormwater. Includes the “box” or “trench” structure, associated tree(s), and a soil media mix designed for rapid infiltration and pollution filtration, with tree(s) planted above.

**16.060**

*Rain Barrels, Cisterns & Downspout Disconnection:* Includes labor and materials necessary for the design and institution of a rain barrel system, cisterns, and/or downspout disconnection. Downspout disconnection requires an adequate receiving area with good infiltration, such as a garden, planter, or vegetated swale, for which costs can also be proposed for reimbursement.

**16.070**

*Green Roofs/Rooftop Gardens:* Includes labor and materials necessary for the design and construction of a green roof or rooftop garden. Reimbursement may cover costs incurred in addition to what would be necessary to institute a roof of normal infrastructure. Reimbursement may cover infrastructure costs as well as gardening costs such as soil or growing medium for garden at least 3-5” in depth, as well as plants and seeds. Proposal must explain how the garden will reduce stormwater runoff, increase biodiversity, contribute to thermal insulation to the building, and include list of native vegetation, if applicable, able to withstand rooftop environmental pressures. Proposal may also seek reimbursement for future vegetative monitoring for invasive species and costs associated with continual upkeep of garden for two (2) years after garden establishment.

**16.080**

*Cool Roofs:* Includes additional labor, materials, and infrastructure costs for planning and implementation of a “cool” roof. Costs only applicable towards Energy Star Certified Roof Products, which can be found on the Energy Star website.

**16.090**

*Urban Trees:* Includes labor and materials necessary for the planning and planting of urban trees. Site must be located within an area of a population of at least 1000 per square mile, as per US Census Bureau definition of “urban”. Funds cover difference between any trees already required as Final Plan landscaping. Degree of contamination in the soil and integrity of any soil cap/mesh layer must also be taken into consideration and explained in proposal.

**16.100**

*Riparian Buffers:* Includes labor and materials necessary for the planning and installation of riparian buffers. Applicable towards native plants to stabilize bank of waterway. Proposed buffer will only be considered if it will be at least 100 ft. wide. Proposal must demonstrate how buffer will significantly reduce stormwater runoff.

**16.110**

*Living Shorelines:* Includes labor and materials necessary for the planning and installation of a living shoreline. Proposal must demonstrate need and how implementation will provide soil stabilization, erosion control, and/or habitat creation. Proposal must include list of vegetation chosen to support native plants and take into account pre-existing vegetation on site. Proposal can include funds for adequate maintenance,

including but not limited to removal of invasive, diseased, and dead vegetation, controlling waterfowl from feeding on freshly planted vegetation, and monitoring fiber logs and matting so as not to degrade before the shoreline is stabilized.

**16.120**

*Permeable Pavement:* Includes labor and materials necessary for the installation of permeable pavement. Reimbursement under this task will only cover the difference between the cost estimate of general pavement construction and permeable pavement. This is only recommended on Sites where the pavement is not a necessary cap to control groundwater infiltration and contaminant transport as per the Final Plan of Remedial Action. Consultation with DNREC Sediment and Erosion Control to determine eligibility of the use of permeable pavers will be required and is also reimbursable.

**16.130**

*Native Vegetation or Voluntary Ecological Enhancement with Native Vegetation:* Includes cost for determining proper soil amendments (i.e.: soil testing, consultation with soil scientist with UD, Dept. of Agriculture, USDA, or DNREC-FWS), selection of pre-emergent pesticides and application of pesticides, and landscaping with native vegetation, in lieu of traditional and often times, invasive species, in capping remedies. Also covers the additional costs of voluntarily adding a Department approved ecological enhancement to the Site (i.e. native plant selection for the creation of pollinator habitat; bat boxes; bee hives; warm season grasses in favor of traditional fescue, etc.)

**16.140**

*Other Innovative Technologies:* Includes cost for designing and implementing other innovative green infrastructure and ecological revitalization methods which are not covered by another task in this document. Any vegetative planting involved in such projects must be in addition to the minimum landscaping required by the Final Plan of Remedial Action, and must seek to provide ecological benefits through the reduction of or filtering of stormwater, provide native habitat, reduce urban heat stress, stabilize shorelines, reduce erosions, and/or other similar ecological benefits. Written pre-approval from the department is required to ensure a timely reimbursement if this task is used.

**16.150**

*Evaluation of Green Remediation:* Includes cost associated the evaluation of various green remediation technology. This cost should not exceed \$5000 out of the \$25,000 allowed for this section.

**16.160**

*Long Term Stewardship:* Includes costs associated with Long-term Stewardship of the green infrastructure or eco revitalization when specified as part of the Final Plan of Remedial Action.

## **Brownfield Reimbursement Application Instructions**

The Brownfield Reimbursement Application package contains three basic sections:

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

### Form Section 1

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

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

The form must be included with the reimbursement package.

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

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

### Section 2

#### ***Form B – Task Summary Form***

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

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

A list of allowable tasks and associated task numbers is located on Pages 4 through 8 of this document. Explanations for each task are located on pages 9 through 34 of this document.

### Section 3

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

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

**CERTIFICATION AFFIDAVIT**

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

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

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

Print or type name (Contractor)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

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

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

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

Invoice Numbers: (Insert attached invoice numbers)

**Task Summary Form**

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

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

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

**Supplementary Form**

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

\_\_\_\_\_

**Description of Activity**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Pre-approval obtained from DNREC-RS

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

\_\_\_\_\_

**Description of Activity**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Pre-approval obtained from DNREC-RS



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

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

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

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

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

The maximum allowable charges listed herein include the following:

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

Contract Laboratory Form

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

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

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

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

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

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

Special Analysis Outside of TAL/TCL:  
\_\_\_\_\_  
\_\_\_\_\_

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

DNREC-RS Screening Laboratory Dates Scheduled and Confirmed: Lab

pickup from DNREC-RS or Consultant:

Maximum Allowable Laboratory Charges Price List\*

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

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

**SUBTOTAL for A: \$870.00**

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

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

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

C. Sample Pickup at any State of Delaware HSCA Location:	\$No Charge
Methanol Field Preservation Setups:	\$10.00
<b>SUBTOTAL for C:</b>	<b><u>\$10.00</u></b>

List of compounds as established by the SOPCAP of HSCA.

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

Congener specific PCB's by GC/MS:	\$925.00
Semivolatiles Library Search:	\$10.00
Volatiles Library Search:	\$10.00
Poly Aromatic Hydrocarbons (PAH) by GC/MS or HPLC:	\$125.00
Semivolatiles Preparation:	\$25.00
Pesticide/PCB Preparation:	\$25.00
TAL Digestion:	\$15.00
Only One (1) Semivolatile by GC/MS:	\$100.00
Only One (1) Volatile by GC/MS:	\$70.00
Only One (1) Pesticide by GC/MS:	\$70.00
One (1) to Ten (10) Semivolatile by GC/MS:	\$125.00
One (1) to Ten (10) Volatiles by GC/MS:	\$65.00
One (1) to Ten (10) Pesticides by GC/MS:	\$75.00
Only One (1) Metal:	\$15.00
One (1) to Five (5) Metals:	\$50.00
<b>SUBTOTAL for D:</b>	<b><u>\$1,705.00</u></b>

E. (Price includes preparation/extraction fee):

Phenols (EPA 420.1):	\$20.00
GC Analysis for Volatiles (Soil or Water):	\$65.00
GC Analysis for One (1) TCL (Soil or Water):	\$58.00
GC Analysis for One (1) to Ten (10) Volatiles (Soil or Water):	\$65.00
Chlorinated Herbicides:	\$82.00

List of Compounds as established by the current SOPCAP:

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

**SUBTOTAL for E: \$529.00**

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

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

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

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

Expedited Turn-Around Pricing:

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

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

